



# **AIRPORT RULES AND REGULATIONS**

**February 19, 2018**

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## **Raleigh-Durham International Airport Rules and Regulations**

### **President & CEO Approval**

Pursuant to the authority granted by North Carolina statutes and the Ordinances of the Raleigh-Durham Airport Authority, these Rules and Regulations are duly adopted by the President & Chief Executive Officer, and are intended to ensure the safe and efficient operations of the Raleigh-Durham International Airport. All rules, regulations, notices, bulletins, and directives pertaining to any manner defined herein on the date of adoption of these Rules and Regulations are hereby rescinded.

Issued and Approved by:



**Michael J. Landguth, A.A.E.  
President & CEO**

Date: 3/2/18

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**Revisions**

Revision Number	Effective Date	Summary of Amendments:
001	May 5, 2018	Added Terminal 2 Common Use Gate Assignment Regulations.
002	June 1, 2018	Section K – Terminal 2 common use regulations are listed in Appendix C of this Airport Rules and Regulations document.
003	June 6, 2019	Several revisions to Section L -Motor Vehicle and Ground Transportation Operations, Para IV, Employee Parking on the Airport.

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## Definitions and Acronyms

### Definitions

- **“Agreement”** shall mean a written contract executed by the parties and enforceable by law between the Airport Authority and a Person or entity. Such Agreement shall include but not be limited to the terms and conditions under which specified activities will be conducted at the Airport and the rights and obligations of the respective parties.
- **“Air Traffic Control Tower” (ATCT) or “Control Tower”** shall mean the facility operated by the Federal Aviation Administration (FAA) that controls air and ground movement of Aircraft and vehicles operating on the Movement Areas of the Airport.
- **“Aircraft”** shall mean any contrivance now known or hereafter designed, invented, or used for navigation or flight in the air or space, except a parachute or other contrivance used primarily as safety equipment.
- **“Aircraft Parking Area”** shall mean the defined areas of the Airport intended exclusively for parking of Aircraft and loading or unloading of passengers and cargo.
- **“Airport”** shall mean the Raleigh-Durham International Airport and all Improvements and appurtenances now existing or as may hereafter be developed.
- **“Airport Authority” or “Authority”** shall mean the Raleigh-Durham Airport Authority (RDUAA).
- **“Airport Building”** shall mean a building or area owned, leased as lessor, or occupied by the Raleigh-Durham Airport Authority, including parking structures, observation platforms, and other partially enclosed locations.
- **“Airport Building Grounds”** shall mean the area located within 50 linear feet of any Airport building.
- **“Airport License”** shall mean a license issued by the Authority to any Person that authorizes specific activities on Airport property.
- **“Airport Operating Area”** shall mean Runways, Taxiways, and associated Safety Areas and other areas of the Airport, including loading Aprons and Aircraft parking Aprons, that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of Aircraft.
- **“Airport Personal Property”** shall mean any tangible or intangible property owned, leased by, or otherwise under the control of the Raleigh-Durham Airport Authority.
- **“Airport Real Property”** shall mean any developed or undeveloped real property owned, leased, occupied, controlled, maintained or used by the Raleigh-Durham Airport Authority and all fixtures and Improvements thereon, including streets, buildings, sidewalks, parking lots, and structures.
- **“Airport Transportation”** shall mean any truck, car, Bus, or other vehicle operating on Airport Real Property.

- **“Airside”** shall mean that portion of the Airport within areas regulated by the Transportation Security Administration (TSA).
- **“Apron”** shall mean the defined area of the Airport intended to accommodate Aircraft for the purposes of loading or unloading passengers or cargo, refueling, parking or Maintenance.
- **“Authorized”** shall mean acting under or pursuant to a written contract, permit, or other evidence of right issued by the President & Chief Executive Officer or his or her designee.
- **“Automated Vehicle Identification System” (AVI)** shall mean the automated means by which the Authority tracks Commercial Vehicles entering, idling on, and leaving Airport property. All Commercial Vehicles entering Airport property shall be registered with the Authority and shall use a transponder to be tracked by AVI.
- **Baggage Cart** – An unpowered conveyance, usually pulled by a tug, used for transporting luggage and/or other cargo to and from an aircraft.
- **“Bus”** shall mean a Commercial Vehicle that has a capacity of carrying 16 or more passengers, including the Driver.
- **“Commercial Activity”** shall mean the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or property of any kind.
- **“Commercial Ground Transportation Operator”** shall mean any Person who is the Owner of a vehicle or vehicles engaged in any type of Commercial Ground Transportation Service, including a Taxicab Operator. Commercial Ground Transportation Operators shall include individuals and both for-profit and not-for-profit organizations engaged in providing Commercial Ground Transportation Services, including service to the public and special groups and constituencies especially served by the Operator whenever the cost of such service is charged directly or indirectly to the sponsoring organization or to some or all of the traveling individuals.
- **“Commercial Ground Transportation Service”** shall mean the act of providing the carriage of Persons or property for hire to or from the premises of the Airport in a Commercial Vehicle and expressly includes taxis, limousines, Courtesy Vehicles, courier services, Shuttles, Buses, and all other vehicles operated on Airport property for the purpose of transporting passengers and/or property to or from the Airport where the cost of such services is included in the cost of other services (such as hotel room charges, rental car charges, passenger airfares, or parking lot charges) or where the cost of such services is paid directly or indirectly by the passenger or a sponsoring business or other entity for the benefit of such passenger(s).
- **“Commercial Vehicle”** shall mean any vehicle other than a Private Vehicle.
- **“Concession Agreement”** shall mean an Agreement between the Authority and a business entity to authorize Commercial Activity on Airport property.



- **“Concessionaire”** shall mean a business entity with an active Concession Agreement paying the Airport either a percentage of revenue, a fixed sum, or other amount or fee for the ability to conduct business at the Airport.
- **“Courtesy Vehicle”** shall mean a Commercial Vehicle, regardless of size, that carries Persons between the Airport and off-Airport businesses, including valet parking lots, hotels, motels, rental car companies, food service facilities, shopping centers, and attractions, whether or not the passenger pays a direct charge for the service.
- **“Decal”** shall mean a sticker issued by the Authority to a Concessionaire for the purpose of identifying Commercial Vehicles that have satisfied all Authority requirements and are operated under a Concession Agreement or Airport license, including vehicles operating under the Taxicab Management Services Concessionaire.
- **“Dispatcher”** shall mean a Person employed by the Taxicab Management Services Concessionaire to supervise and direct activities of ground transportation vehicles operated on the Airport, to assign customers to Taxicabs, and to coordinate the activities of other Commercial Vehicles from any Terminal at the Airport.
- **“Driver”** shall mean a Person authorized to operate and/or drive a Commercial Vehicle.
- **“Driver Permit/ID Badge”** shall mean an Identification Badge issued by the Authority to a Driver that authorizes the Driver to operate (i.e., drive) a Commercial Vehicle on Airport property.
- **“Drone”** or **“Unmanned Aerial Vehicle”** shall mean an unmanned Aircraft flown by a pilot via a ground control system or autonomously through use of an on-board computer, communication links, and any additional equipment that is necessary for the unmanned Aircraft to operate.
- **“Emergency Vehicle”** shall mean any Aircraft Rescue and Fire Fighting vehicles, ambulances, and other authorized vehicles approved and routinely operated for response to emergency situations, including mutual aid.
- **“Flammable Liquid”** shall mean any liquid that emits a flammable vapor at or below a temperature of 80 degrees Fahrenheit and shall include any other combustible liquid.
- **“Foreign Object Debris” (FOD)** shall mean any type of debris on Aircraft Aprons or Aircraft Movement Areas and includes nuts, bolts, plastic, cans, rocks, baggage pieces, and parts.
- **“Ground Service Equipment” (GSE)** shall mean vehicles and equipment approved and used on Aircraft Aprons or parking areas in support of Airport operations.
- **“Hazardous Material”** shall mean any substance or material capable of posing an unreasonable risk to health, safety, and/or property, including gasoline, diesel fuel, other petroleum hydrocarbons, natural gas liquids, antifreeze, chemical de-icing materials, lavatory chemicals, and any substance whether solid, liquid, or gaseous in nature that is defined as a hazardous substance or hazardous waste under any local, State, or Federal statute, Regulation, Rule, or Ordinance, including the Comprehensive

Environmental Response Act, the Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act, and the Hazardous Materials Transportation Act.

- “Hearing Officer” shall mean the individual or individuals appointed by the President & CEO to hear evidence and information regarding the enforcement of the administrative penalties under these Rules and Regulations.
- “Improvement” shall mean any upgrade or change made to the original condition.
- “Incursion” shall mean any entry by Person or vehicle into the Movement Area or associated Safety Areas without Control Tower clearance.
- “Law Enforcement Officer” shall mean any Person vested with Police power of arrest under city, county, State, or Federal authority and identifiable by uniform, Badge, or other valid indication of authority.
- “Luggage Cart” shall mean a wheeled device that is available for rent by a passenger who typically uses the device for transporting their luggage to/from ticket counters, bag claim and airport parking.
- “Maintenance” shall mean maintaining the existing property and/or leasehold in a serviceable condition.
- “Manager” shall mean an individual or individuals that are appointed by the President & CEO to act as a management representative of the Airport Authority.
- “Motor Vehicle” shall mean a device in, upon, or by which a Person or property may be propelled, moved, or drawn upon land or water, except a device moved by human or animal power and except Aircraft and devices moved exclusively upon stationary rails or tracks.
- “Movement Area” shall mean Runways, Taxiways, and other areas of the Airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of Aircraft, exclusive of loading Aprons and Aircraft parking Aprons.
- “Non-movement Area” shall mean Taxiways and Apron areas not under the control of the Air Traffic Control Tower or Ramp Tower.
- “Notice of Violation” shall mean a written notice issued by the President & CEO or designated individuals to any Person or employer of such Person that violates these Rules and Regulations.
- “Notice to Airmen” (NOTAM) shall mean a notice containing information concerning establishment, condition, or change in any component of the National Airspace System (including facilities, services, procedures, and hazards) of which the timely knowledge is essential to personnel concerned with flight operations.
- “Operator” shall mean any Person who is in actual physical control of an Aircraft or a Motor Vehicle.

- **“Ordinance”** shall mean an Ordinance enacted by the Raleigh-Durham Airport Authority Board as authorized by Chapter 168 of Public Local Laws of North Carolina of 1938-1939, as amended.
- **“Owner”** shall mean a Person and/or company who holds the legal title to an Aircraft or a Motor Vehicle or the functional equivalent thereof.
- **“Park”** shall mean to put or leave or let a Motor Vehicle stand or stop in any location, whether the Operator thereof leaves or remains in such vehicle, unless required by traffic Regulations, or conditions beyond the control of the Operator.
- **“Passenger Loading Zones”** shall mean spaces designated at the curbside adjacent to a Terminal or at a commercial curb or other location designated by the President & CEO for the loading of passengers into Commercial Vehicles.
- **“Person”** shall mean any individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- **“Petroleum Fuel Storage and/or Dispensing Facility”** shall mean any tank, pipeline, or vehicle in which petroleum-based fuel is stored or pumped or from which it is dispensed.
- **“Piggybacking”** shall mean the act of an individual or individuals of following a Person with an ID Badge through an access point without using one’s own ID Badge and/or the act of a Person who knowingly allows another individual through an access point without the other individual using his or her own ID Badge.
- **“President & Chief Executive Officer (CEO)”** shall mean the individual duly appointed by the Raleigh-Durham Airport Authority Board as having the responsibility for both day-to-day operation of the Airport and for planning and implementing the development of the Airport and acquiring the services needed to meet the requirements of the community it serves. The authority of the President & CEO is further defined in the Ordinances of the Authority. Where the term **“Airport Director”** or **“Director”** is used, it has the same meaning as President & CEO.
- **“Private Vehicle”** shall mean a vehicle transporting Persons or property for which no charge is paid directly or indirectly by the passenger or by any other entity.
- **“Public Parking Facilities”** shall mean all parking facilities provided specifically for the public while at the Airport.
- **“Ramp Tower”** or **“Ramp Control”** shall mean the entity that controls Aircraft movement on the Terminal 2 Apron.
- **“Rate Card”** shall mean the card approved by the Authority that lists the schedule of fares to be charged to passengers for Authority-authorized Taxicabs and other Commercial Ground Transportation Service from the Terminals.

- “Regulations” and “Rules” shall mean those principles and orders implemented by the President & CEO to carry out the purpose and intent of the Ordinances of the Raleigh-Durham Airport Authority.
- “Runway” shall mean the area designed for the landing or taking off of Aircraft identified by a broken white centerline, solid white edge lines, and white edge lights.
- “Safety Area” shall mean the designated area abutting the edges of a Runway and Taxiway intended to reduce the risk of damage to an Aircraft inadvertently leaving the Runway or Taxiway.
- “Security Identification Display Area” (SIDA) shall mean the area identified in the Airport Security Program (ASP) that requires increased security and a continuous display of Airport-issued or -approved identification media.
- “Service Roads” shall mean those defined Traffic Lanes outside the Movement Area painted on the Aprons. The Service Road crossing the east end of Taxiways C and D is in the Movement Area and provides access to the General Aviation Apron.
- “Shuttle” shall mean a chauffeur-driven Commercial Vehicle having a capacity of not less than 7 nor more than 15 Persons, including the Driver, and that operates on routes between the Airport and specified points of origin and destination on a scheduled or charter-service basis with un-metered rates that are predetermined on a point-to-point basis.
- “Shuttle Concessionaire” shall mean the holder of a Shuttle Service Concession Agreement with the Authority that authorizes use of at least one Shuttle Staging Area and grants the right to make passenger pickups at designated Passenger Loading Zones at the curbsides of the Terminals.
- “Shuttle Staging Area” shall mean a designated location on the Airport where authorized Shuttles shall wait for eventual access to designated Passenger Loading Zones at the curbsides of the Terminals. The Authority reserves the right to determine the necessity for providing such areas.
- “Smoking” shall mean the use or possession of a lighted, electronic, or vapor cigarette; lighted cigar; lighted pipe; or any other lighted tobacco product and/or the use of chewing tobacco, dip, snuff, or other smokeless tobacco product.
- “Solicitation” shall mean any uninvited initiation of a conversation or other uninvited contact by a Driver, other employees, representative, or agent (whether formal or informal) of any Commercial Ground Transportation Service Operator with any Person for the purpose of enticing or persuading said Person to use any service or facilities provided by the Ground Transportation Service Operator or any affiliate thereof. “Solicitation” shall also mean any verbal or written requests of funds, or contributions of money, or other items of value for any political, religious, civic, or charitable purpose on Airport property.
- “Sterile Area” shall mean that portion of the Airport defined in the Airport Security Program that provides passengers’ access to boarding Aircraft and to which the access

generally is controlled by the Transportation Security Administration through the screening of Persons and property.

- **“Stormwater”** shall mean runoff that originates from precipitation events, whether rain or snow. Stormwater runoff is that portion of precipitation that flows across a surface and into the storm drain conveyance system.
- **“Sunset” or “Sunrise”** shall mean the time of setting or rising of the sun at the Airport as established by the National Weather Service.
- **“Tailgating”** shall mean the act of one Motor Vehicle gaining access to the Airside through a controlled vehicle access portal by following closely behind another Motor Vehicle who’s Operator has actuated the portal to an open position.
- **“Taxicab”** shall mean a chauffeur-driven Commercial Vehicle having a capacity of seven Persons or less, including the Driver, that is equipped with a meter to determine passenger fares and that operates on demand over routes determined by the destination of the passenger.
- **“Taxicab Management Services Concessionaire” (Taxicab MSC)** shall mean a Person selected by the Authority to manage the Authority-licensed Taxicab operation and to provide the Dispatcher and such other services as might be provided by the Taxicab MSC Agreement.
- **“Taxicab Meter”** shall mean a meter installed in an Authority-authorized Taxicab and inspected and approved by the Taxicab Management Services Concessionaire and the Authority that calculates fares to be charged Taxicab passengers based upon the distance traveled and the rate structure established by the Authority.
- **“Taxicab Operator”** shall mean a holder of an Airport License that authorizes the non-exclusive use of the designated Taxicab Staging Area and grants the right to make passenger pickups at designated Taxicab Passenger Loading Zones under the supervision and direction of the Dispatcher.
- **“Taxicab Staging Area”** shall mean a designated location on the Airport where Authority-authorized Taxicabs wait in a holding area for eventual access to designated Taxicab Passenger Loading Zones at the curbsides of the Terminals under the supervision and direction of the Taxicab Management Services Concessionaire. Other Commercial Vehicles may be directed to this area to await the arrival of passengers for prearranged pickup at the Terminals.
- **“Taxiway”** means those areas designed for the passage of Aircraft between Aircraft Parking Areas and Runways. Taxiways are identified by a solid painted yellow centerline and blue edge lights.
- **“Tenant”** shall mean any Person holding any right to use Airport Real Property under any type of Agreement with the Authority and the agents, employees, contractors, and subcontractors of such Person, including airline employees, licensees, permittees, and Badge holders.

- “Terminal” shall mean a passenger Terminal building serving scheduled air carriers at the Airport. Currently, the Authority operates two Terminals designated as Terminal 1 on the east side of the inbound roadway and Terminal 2 to the west of the outbound roadway.
- “Traffic Lane” shall mean those lanes painted on the Aprons for Motor Vehicles to use when traveling from point to point.
- “Transportation Network Company” shall mean any Person that uses an online-enabled application or platform to connect passengers with Transportation Network Company Drivers who provide prearranged transportation services.
- “Transportation Network Company Driver” shall mean an individual that uses a Private Vehicle in connection with a Transportation Network Company’s online-enabled application or platform to connect with passengers in exchange for payment of a fee to the Transportation Network Company.
- “TSA Regulated Area” shall mean those portions of the Airport that are enclosed by fencing, walls, or other security barriers and to which access is controlled through designated entry points by the Airport Authority and/or authorized agencies as designated in the Airport Security Program.

**Acronyms**

ADA	Americans with Disabilities Act of 1990, as amended
AOA	Airport Operating Area
AMSL	Above Mean Sea Level
ARFF	Aircraft Rescue and Fire Fighting
ASP	Airport Security Program
ASTM	American Society for Testing and Materials
ATA	Air Transport Association of America
ATCT	Air Traffic Control Tower
ATV	All-terrain Vehicle
AVI	Automated Vehicle Identification System
CDW	Collision Damage Waiver
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
DME	Distance Measuring Equipment
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FBO	Fixed-base Operator
FOD	Foreign Object Debris
GPS	Global Positioning System
GSE	Ground Service Equipment
IAW	In Accordance With
LDW	Loss Damage Waiver
LPI	License Plate Inventory

MSC	Management Services Concessionaire
MPH	Miles Per Hour
NC or N.C.	North Carolina
NOTAM	Notice to Airmen
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
OSHA	Occupational Safety and Health Administration
PIN	Personal Identification Number
PPE	Personal Protective Equipment
RDUAA	Raleigh-Durham Airport Authority
RDU	Raleigh-Durham International Airport
RTB	Return-To-Bulk
SARA	Service Animal Relief Area
SIDA	Security Identification Display Area
SPPP	Stormwater Pollution Prevention Plan
TNC	Transportation Network Company
TSA	Transportation Security Administration
VORTAC	Very High Frequency Omnidirectional Range (VOR) and Tactical Air Navigation



# Raleigh-Durham International Airport Rules and Regulations

## A. Introduction

### I. Purpose, Scope, and Applicability

1. These Rules and Regulations of the Raleigh-Durham Airport Authority govern the conduct, use, actions, and operations of the public, Tenants, lessees, Concessionaires, airlines, permittees, licensees, and commercial users of the Raleigh-Durham International Airport, as well as other such entities, contractors, subcontractors, and invitees.
2. These Rules and Regulations are equally applicable to the employees of the entities mentioned above and the employees of the Authority. These Rules and Regulations are promulgated by the President & CEO pursuant to the authority granted by the Airport Authority Board.
3. These Rules and Regulations are designed to protect the public health, safety, interest, and general welfare at Raleigh-Durham International Airport and to restrict or prevent any activity or action that would interfere with the safe, orderly, and efficient use of the Airport by its passengers, Operators, Tenants, and users.
4. All users of and Persons on the Airport shall obey all Rules and Regulations relating to the use of facilities of the Airport. These include all fire, safety, security, and health regulations. Each Person shall obey the laws and Regulations of the United States of America, the State of North Carolina, and all applicable Ordinances of the Raleigh-Durham International Airport as now exist or as hereafter shall exist.
5. Incorporated within these Rules and Regulations, as a helpful reference, are the Ordinances of the Authority (where applicable and noted in italics) that have been duly adopted by the Airport Authority Board. A list of these Ordinances can be found in Appendix A.
6. Nothing herein shall be interpreted to conflict with existing leases or other agreements, the provision of these Rules and Regulations shall be interpreted consistently with those documents. In the event of a conflict, the existing lease or other agreement shall prevail.
7. In the event of a conflict between these Rules and Regulations and other governing documents of the Authority, those conflicts shall be resolved by reference to the requirements of the following, in order of priority:

- a. Ordinances
- b. Rules and Regulations
- c. Directives
- d. Bulletins
- e. Notices

## **II. Authority**

1. Raleigh-Durham International Airport is governed by the Raleigh-Durham Airport Authority Board. The Airport Authority was established by the North Carolina General Assembly in 1939.
2. The Airport Authority is a special purpose local government entity responsible for development, operation, and maintenance of Raleigh-Durham International Airport.
3. The Cities of Durham and Raleigh and the Counties of Durham and Wake each appoint two members to the Airport Authority Board.
4. Whenever a power is granted to or a duty is imposed upon the President & CEO by a provision of these Rules and Regulations, such power or duty may be exercised or performed by such Person as the President & CEO may designate.

## **III. Notices, Airport Directives, and Safety Bulletins**

1. Operations Notices, Airport Directives, and Safety Bulletins of an urgent or short-term operational nature shall be issued under the authority of President & CEO, the Ordinances of the Raleigh-Durham Airport Authority, and these Rules and Regulations.

## **IV. Access and Contact Information**

1. The Raleigh-Durham International Airport Rules and Regulations may be found at <http://www.rdu.com/airport-authority>, or copies may be obtained, during normal business hours, at the Airport Authority Administration Office located at 1000 Trade Drive, RDU Airport, North Carolina 27623. For questions related to these Rules and Regulations, contact the Authority.

**V. Raleigh-Durham International Airport Rules and Regulations and Ordinances of the Raleigh-Durham Airport Authority**

1. The Raleigh-Durham International Airport Rules and Regulations incorporate applicable Ordinances of the Raleigh-Durham Airport Authority. Individual Ordinances are associated by chapter numbers.
  - a. As an example, Chapter 11 of the Ordinances of the Raleigh-Durham Airport Authority is the Ordinance titled "Traffic and Parking."
2. Ordinances in this Airport Rules and Regulations document, whether in whole or in part, are delineated by an italicized type. Rules and Regulations that associated with an Ordinance or that are distinct from an Ordinance are in roman type.

**B. General Conduct**

**I. Scope and Applicability**

1. This section prescribes general conduct throughout the Raleigh-Durham International Airport premises.

**II. Smoking**

1. *Chapter 15. Ordinance to Prohibit Smoking*
2. *Article 1. Title*
  - a. *Section 15-1. Chapter Title. This Chapter of the Ordinances of the Raleigh-Durham International Airport shall constitute and be designated and cited as the "Ordinance to Prohibit Smoking."*
3. *Article 2. Definitions*
  - a. *Smoking. The use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product and/or the use of chewing tobacco, dip, snuff, or other smokeless tobacco product.*
    - i. Use of electronic or vapor cigarettes is included in the definition of "Smoking"
  - b. *Airport Building. A building or area owned, leased as lessor, or occupied by the Raleigh-Durham Airport Authority, including but*

- not limited to parking structures, observation platforms, and other partially enclosed locations.*
- c. *Airport Building Grounds. The area located within 50 linear feet of any Airport Building.*
  - d. *Airport Transportation. Any truck, car, bus, or other vehicle owned or leased by the Raleigh-Durham Airport Authority.*
  - e. *Petroleum Fuel Storage and/or Dispensing Facility. Any tank, pipeline, or vehicle in which petroleum-based fuel is stored or pumped or from which it is dispensed.*
4. *Article 3. Smoking Prohibited*
- a. *Section 15-3. Smoking Prohibited*
    - i. *Smoking is prohibited in all Airport Buildings, on all Airport Building Grounds, in all Airport Transportation, and within 50 linear feet of any Petroleum Fuel Storage and/or Dispensing Facility, except as provided in Section 15-4 hereinafter.*
    - ii. *Smoking is prohibited inside any Authority-owned or -leased vehicle.*
  - b. *Section 15-4. Exceptions*
    - i. *Smoking shall be permitted on the sidewalk adjoining the curbside of any Airport Terminal Building in any area that is beyond 25 feet from the closest door(s) of the Building. Smoking on the sidewalk is prohibited within 25 feet of any door.*
    - ii. *Smoking policy within the offices and hangars leased by the Raleigh-Durham Airport Authority to Southern Jet shall be determined by Southern Jet.*
      - 1) *Southern Jet has been replaced by TAC Air.*
    - iii. *Smoking policy within the buildings and grounds leased by the Raleigh-Durham Airport Authority to each of the tenant car rental companies shall be determined by that company.*
  - c. *Section 15-5. No Smoking Signage Permissible but not Required*

- i. *The Airport Authority may post signs stating that smoking is prohibited at any site on Airport Buildings, on Airport Building Grounds, or in Airport Transportation. The posting of such signs is not required, and the absence of such signage does not negate the smoking prohibitions contained in this Chapter.*
  - d. *Section 15-6. Effect of Other Applicable Regulations*
    - i. *No provision of this Chapter shall be interpreted to permit smoking in any part of the Airport in which smoking is prohibited by other applicable laws and regulations, including, but not limited to, those promulgated by the U.S. Department of Transportation, Federal Aviation Administration; U.S. Department of Labor, Occupational Safety and Health Administration; N.C. Department of Labor; N.C. Department of Insurance; Wake County; National Fire Protection Association; and American National Standards Institute.*
5. *Article 4. Penalty for Violation*
- a. *Section 15-7. Penalty for Violation of this Chapter*
    - i. *Violation of any provision of this Chapter shall be unlawful and punishable as provided in Chapter 1, Section 1-6 of the Ordinances of the Raleigh-Durham International Airport in addition to any other applicable penalties from other governmental entities.*

**III. Activities on Airport Property**

1. *Chapter 7. Airport Property*
2. *Article 1. Activities on Airport Property*
  - a. *Section 7-1. Sale of Literature Prohibited*
    - i. *No person shall engage in the sale of flyers, brochures, pamphlets, books, or any other printed or written matter for any political, religious, civic or charitable purpose on Airport property, whether or not such sale would be in furtherance of, or in any manner connected with, religious, civic, or charitable expression or a charitable or non-charitable purpose.*

**b. Section 7-2. Solicitation of Funds Prohibited**

- i. No person shall engage in the solicitation of funds, alms, or contributions of money or other items of value for any political, religious, civic, or charitable purpose on Airport property, whether in the form of cash, checks, credit or debit card transactions, vouchers, or any form of negotiable instrument, whether or not such solicitation would be in furtherance of, or in any manner connected with, religious, civic or charitable expression or a charitable or non-charitable purpose.**

**c. Section 7-3. Commercial Activity**

- i. No person may engage in any commercial activity on the Airport without first having first satisfied the Authority that a legitimate need and viable market for the goods or services proposed to be offered exists and obtained the prior written approval of the Airport Director, and all such activities shall be conducted pursuant to terms and conditions prescribed in said written approval. For the purposes of this Section, "commercial activity" shall mean any activity undertaken for profit, including, but not limited to, the sale, provision, advertisement or display of goods or services.**

- 1) It shall be a violation of these Rules and Regulations for any Person or entity to do the following:**
- a) Engage in any Commercial Activity or services on the premises of the Airport without first entering into an Agreement with the Airport Authority**
  - b) Engage in a Commercial Activity not specifically authorized by an Agreement with the Airport Authority**
  - c) Post, distribute, or display signs or advertisements contrary to the conditions of a written Agreement with the Airport Authority**

- 2) **“Agreement” shall mean a written contract, authorized by the Airport Authority as applicable, executed by the parties, and enforceable by law between the Airport Authority and a Person or entity. Such Agreement shall include terms and conditions under which specified activities will be conducted at the Airport and the rights and obligations of the respective parties.**
- d. ***Section 7-4. Non-Commercial Activity***
  - i. ***No person may engage in activities undertaken for non-commercial, nonprofit purposes, defined as the distribution of any written or printed matter to the general public not described in Section 1-1 above, on the Airport property without first applying to and obtaining a written permit to conduct such activity from the Airport Authority as provided herein.***
- e. ***Section 7-5. Demonstration***
  - i. ***No person may engage in demonstration activities, defined as the act of picketing, parading, marching, carrying, or displaying signs or placards or assembling in groups for the purpose of promoting, objecting to, or otherwise commenting upon a political, economic, social, governmental, or religious issue not described in Sections 7-1, 7-2, 7-3 and 7-4 above on the Airport without first applying to and obtaining a written permit to conduct such activity from the Airport Authority as provided herein.***
- f. ***Section 7-6. Use of Mobile Devices***
  - i. **Mobile devices include moveable devices and vehicles.**
  - ii. ***No person may operate or station any vehicle with operating amplified audio device or mobile billboard on the Airport Property, whether for commercial or non-commercial purposes, without first having obtained the written approval of the Airport Authority.***
3. ***Article 2. Permit for Non-commercial or Demonstration Activities***
  - a. ***Section 7-7. Permit Required***

i. *Each person conducting any non-commercial activity or demonstration as defined in Article 1 must hold a valid permit issued by the Airport Authority and shall conduct such activity in conformance with the terms of the permit issued therefore and the requirements of this Chapter. Each permit shall be issued on a non-discriminatory basis, subject to availability, the provisions of these Ordinances, and all restrictions aimed at avoiding injury or property damage and assuring the safe and orderly use of the Airport. Each permit shall describe the activity authorized, the area within which it may be conducted, and the period of time for which the permit is issued. Each permit shall be non-transferable and non-assignable. The Authority shall limit the number and type of permits issued as needed based on safety concerns, venue availability, other Airport users and Airport development with the purpose of avoiding injury or property damage and/or assuring the safe and orderly use and operation of the Airport.*

b. *Section 7-8. Permit Application*

- i. *Each person seeking to conduct any non-commercial activity or demonstration as defined in Article 1 shall submit a signed written application in the form prescribed by the Authority setting forth the following information:*
- 1) *The applicant's name, mailing address, and telephone number;*
  - 2) *If the applicant is an agent of or represents an organized body or institution, the name, address, and telephone number of the entity, and a letter or other documentation certifying that the applicant has current authority to represent the organization or entity;*
  - 3) *The name and title of the person who will have the immediate supervision of and responsibility for the applicant's activities at the Airport;*
  - 4) *The type and purpose of the proposed activity;*
  - 5) *The dates and hours during which the proposed activity is requested to be permitted;*



- 6) *The number of persons who will be engaged in the proposed activity at any one time;*
  - 7) *A certification that all persons participating in the proposed demonstration will be fully instructed concerning the Ordinances and will conform with and abide by the same during all periods of demonstration activity; and*
  - 8) *Any information concerning potential activities that may be hostile or antagonistic to the proposed activity and might tend to create disturbances or security problems.*
- ii. *Applications shall be submitted to the Airport Authority at least 7 days prior to the date of the requested activity. An applicant's failure to submit the required information and/or to do so in the time prescribed shall result in the denial of a permit. An applicant's submission of false information shall result in the denial of a permit or the cancellation of a permit in the event that the false information is discovered after the issuance of a permit. In the event that the requirements of these Ordinances are satisfied the Airport Authority shall issue a permit, valid for a period not to exceed 7 days.*
4. **Article 3. Additional Prohibitions**
    - a. **Section 7-9. Prohibited Conduct.**
      - i. *Notwithstanding any provision contained herein, it shall be a violation of these Ordinances for any person to engage in any activity described in this Chapter in the following manner:*
        - 1) *Outside of the area designated in an applicable permit;*
        - 2) *Within 20 feet of any of the following:*
          - a) *A ticket counter or passenger assistance counter;*
          - b) *An interior or exterior baggage check-in or drop-off area;*

- c) *A baggage handling device;*
  - d) *A departure gate check-in counter;*
  - e) *A departure gate lounge;*
  - f) *A security checkpoint;*
  - g) *A restroom facility;*
  - h) *An area exclusively leased to a Lessee of Airport property;*
  - i) *A stairway, escalator, elevator, or moving sidewalk;*
  - j) *An interior or exterior doorway, exit, or entrance way;*
  - k) *A Motor Vehicle loading or unloading people, cargo, or items;*
  - l) *An information or customer service counter;  
or*
  - m) *A queue or line of persons waiting for service at any of the above-listed areas.*
- 3) *While failing to have the applicable permit and any other written document authorizing the activity available for inspection;*
  - 4) *While using threatening gestures or language directed at any other person in a manner that can reasonably be interpreted as harassment of such other person;*
  - 5) *While intentionally touching or making physical contact with any other person without the express consent of such other person;*
  - 6) *While yelling, screaming, speaking in an excessively loud voice, or using a loudspeaker or other sound or voice amplifier without the express written permission of the Airport Authority;*

- 7) *While committing any nuisance;*
- 8) *While making any rude, obscene, profane, vulgar, or riotous noise or engaging in any disorderly conduct;*
- 9) *While using a table, counter, or stand without the express written permission of the Airport Authority;*
- 10) *While violating any applicable Ordinances, rules, regulations, directives, laws, policies, or procedures;*
- 11) *Without the permission of the person or organization to whom the permit is issued;*
- 12) *Pursuant to a permit issued upon the basis of an application containing false information; or*
- 13) *While obstructing or in any manner interfering with the free movement within, ingress to, or egress from any interior or exterior area at the Airport.*

5. *Article 4. Miscellaneous*

a. *Section 7-10. No Effect on Lessee's Rights*

- i. *Nothing contained in this Article shall be construed as impairing or expanding any right or privilege that a Lessee of Airport property may have with respect to regulating access to areas exclusively leased to and under the control of such Lessee.*

b. *Section 7-11. Unlawful Access*

- i. *No person shall, or shall aid, abet, and/or assist another person to enter into those areas of the Airport that are restricted, protected, or secured, including Security Identification Display Areas, without corresponding and valid authorization, security identification, and/or escort, as applicable, where such areas are designated, signed, marked, or otherwise labeled in a manner that conveys the restricted nature thereof.*

6. *Article 5. Compliance and Violation*

- a. *Section 7-12. Compliance with Other Statutes and Ordinances*
  - i. *The provisions of this Chapter are not exclusive and in no way preclude the Authority from proceeding against individuals or groups under the provisions of any applicable State or Federal statute bearing upon the subject matter hereof; nor relieve any individual or group from compliance with all applicable State, Federal, and local statutes, laws, and regulations.*
- b. *Section 7-13. Violation*
  - i. *Violation of any provision of this Chapter shall be unlawful and punishable as provided in Chapter 1, Section 1-6 of the Ordinances.*

#### **IV. Consumption of Alcoholic Beverages on Airport Property**

- 1. *Ordinance to Prohibit Possession of Open Containers and Consumption of Alcoholic Beverages on Premises Legally Possessed or Controlled by the Raleigh-Durham Airport Authority*
- 2. *Section 1*
  - a. *It shall be illegal for persons who are not occupants of Motor Vehicles to possess open containers of or consume alcoholic beverages, including fortified or unfortified wine, spirituous liquor, mixed beverages, and malt beverages, on the public streets of the Raleigh-Durham International Airport.*
- 3. *Section 2*
  - a. *It shall be illegal for persons to possess open containers of or consume alcoholic beverages, including fortified or unfortified wine, spirituous liquor, mixed beverages, and malt beverages, in or on any property owned, possessed, or legally controlled by the Raleigh-Durham Airport Authority, including the public and employee parking lots, without the express written permission of the Airport Authority and, should that be granted, in full compliance with all North Carolina alcoholic beverage control laws, rules and regulations. The sole property excluded from this prohibition shall be within the public lounges (bars) and the airline passenger clubs of the airline passenger terminals on the Raleigh-Durham International Airport.*

- i. The General Aviation Terminal may be excluded from the prohibition against alcoholic beverages if the event host receives Authority approval to permit alcohol.
    - b. No Person under the influence of alcohol, narcotics, or other controlled substances shall operate a Vehicle or Aircraft on the Airport.
  4. *Section 3*
    - a. *It shall be illegal for persons to possess open containers of or consume alcoholic beverages, including fortified or unfortified wine, spirituous liquor, mixed beverages, and malt beverages, in or on any public streets, alleys, or parking lots which at any time may be closed to regular traffic for special events by the Raleigh-Durham Airport Authority.*

## **V. Littering and Graffiti**

1. *Chapter 17. Ordinance titled "Littering and Graffiti Prohibited"*
2. *Article 1. Definitions*
  - a. *Section 17-1. Definitions*
    - i. *In the construction of this Ordinance, the following definitions shall apply, unless such construction would be inconsistent with the manifest intent of the Raleigh-Durham Airport Authority.*
      - 1) **Airport Personal Property.** Any tangible property owned, leased, or otherwise under the control of the Raleigh-Durham Airport Authority.
      - 2) **Airport Real Property.** Any developed or undeveloped real property owned, leased as lessor, or occupied by the Raleigh-Durham Airport Authority and all fixtures and improvements thereon, including but not limited to streets, buildings, sidewalks, parking lots, and structures.
      - 3) **Airport Transportation.** Any truck, car, bus, or other vehicle owned or leased by the Raleigh-Durham Airport Authority or operating on the Airport Real Property.

3. **Article 2. Duty to Preserve**
  - a. **Section 17-2. Duty to Preserve**
    - i. *All persons and entities visiting, operating, working, or otherwise located on the Airport Real Property are required to preserve Airport Real Property, Airport Transportation, and Airport Personal Property in a clean and sanitary condition, free from refuse.*
4. **Article 3. Litter and Littered Conditions Prohibited**
  - a. **Section 17-3. Littering Prohibited**
    - i. *It shall be unlawful for any person and/or any person in a vehicle to scatter, place, throw, blow, sweep, deposit, or allow to fall anywhere on Authority Real Property any organic or inorganic litter, refuse, bottles, cans, drink containers, gum, paper or plastic products, cigarette or cigar butts, trash, or other objects or materials that are unsightly.*
  - b. **Section 17-4. Litter from a Vehicle Prohibited.**
    - i. *It shall be unlawful for any person in a vehicle to scatter, place, throw, blow, sweep, deposit, or allow to fall anywhere on Authority Real Property any organic or inorganic litter, refuse, bottles, cans, drink containers, gum, paper or plastic products, cigarette or cigar butts, trash, or other objects or materials that are unsightly. When litter originates from a vehicle, the operator thereof shall be presumed to have committed or consented to the commission of such offense.*
    - ii. *It shall be unlawful for any person to operate a vehicle transporting loose materials on Airport Real Property without a suitable cover or to allow litter or refuse to blow or be thrown from a vehicle within Airport property. When litter originates from a vehicle, the operator thereof shall be presumed to have committed or consented to the commission of such offense.*
  - c. **Section 17-5. Littered Conditions Prohibited**
    - i. *It shall be unlawful for any person to have on Authority Real Property any material that creates a littered*

*condition, such as dilapidated furniture, appliances, machinery, equipment, building materials, parts, tires, or any other items that are in a wholly or partially rusted, wrecked, junked, dismantled, or inoperative condition.*

5. **Article 4. Graffiti Prohibited**

a. **Section 17-6. Graffiti Prohibited**

- i. *It shall be unlawful for any person to write, paint, inscribe, scratch, scrawl, spray, place or draw graffiti of any type on Airport Real Property, Airport Personal Property, Airport Transportation, or any other real or personal property located within Airport Real Property.*

6. **Article 5. Penalty for Violation**

a. **Section 17-7. Penalty for Violation of this Chapter**

- i. *Violation of any provision of this Chapter shall be unlawful and punishable as provided in Chapter 1, Section 1-6 of the Ordinances of the Raleigh-Durham International Airport in addition to any other applicable penalties from other governmental entities.*

**VI. Self-propelled and Recreational Motorized Vehicles**

1. Self-propelled, recreational motorized vehicles and/or devices, including bicycles, unicycles, skateboards, longboards, roller skates, roller blades, wheeled footwear, scooters, gyro-balanced vehicles, hoverboards, self-balanced vehicles, all-terrain vehicles (ATVs), and three-wheelers, are prohibited from use in Transportation Security Administration (TSA) Regulated Areas, Terminals, buildings, facilities, parking lots, escalators, moving sidewalks, elevators, staircases, on-Airport Buses, and/or Shuttles.
2. Exceptions to this prohibition on the use of such vehicles and devices include such vehicles and devices for Airport Police, other authorized Law Enforcement Officers, Traffic Control Officers and individuals with disabilities and others with access and functional needs and for construction and other special projects requiring such transportation methods.

**VII. Improper Sound Devices and Airport Public Address System**

1. The following prohibitions are in addition to the prohibitions stated in Chapter 7 of the Airport Authority's Ordinance on Activities on Airport Property:
  - a. Sound-amplifying devices, amplified sound-reproduction machines, and sound trucks are prohibited on the Airport unless prior written authorization has been received from the President & CEO.
  - b. No Person shall use or cause to be used the Airport public address system for the solicitation of business. Only such public address systems as are commonly used to announce the arrival and departure of scheduled airline Aircraft or other matters approved by the President & CEO shall be permitted on the Airport.
  - c. Prolonged or excessive use of horns, sirens, whistles, or other noise-generating devices is strictly prohibited. Airport Authority staff members or Airport Police Personnel may use horns, sirens, whistles, or other noise-generating devices in conduct of their official duties.

**VIII. Elevators, Moving Stairways (Escalators), and Moving Walkways**

1. No Person shall use an elevator, moving stairway (escalator), moving walkway, or conveyor system contrary to its intended use or any posted restriction(s). Moving stairways (escalators) and moving walkway shall not be used with wheeled carts, wheelchairs, wheeled vehicles, strollers, canes, walkers, unescorted children, or animals. Moving stairways (escalators) and moving walkways shall not be used to transport freight, including Tenant deliveries, construction materials, or other supplies.

**IX. Use of Model Aircraft, Kites, Rockets, etc.**

1. Model Aircraft (fixed and rotary wing), rockets, kites, balloons, parachutes, or similar contrivances are prohibited from Airport property without the prior written approval of the President & CEO.
2. No Unmanned Aerial Vehicle or Drone operated by a commercial or public entity or hobbyist shall fly within the property boundaries of the Airport without the prior written approval from the President & CEO.



**X. Hunting, Fishing, and Feeding of Wildlife**

1. No Person shall hunt, fish, pursue, trap, catch, injure, or kill any animal on the Airport except in the conduct of an official act approved by the President and CEO.
2. No Person shall feed or perform any other act that encourages congregation of birds and other wildlife on any Airport property or facilities under the jurisdiction of the Airport Authority.

**XI. Pollution Prevention and Control and Dumping**

1. No Person shall discharge or cause, permit, or contribute to the discharge of any material into the Stormwater Conveyance System or receiving waters not specifically listed within the State of North Carolina Department Environmental Quality's Division of Energy, Mineral, and Land Use Permit to Discharge Stormwater under the National Pollutant Discharge Elimination System.

**XII. Wastewater Collection System Ordinance****1. Background**

*The Raleigh-Durham Airport Authority (the "Authority") owns and operates a wastewater collection system that collects wastewater from Authority and tenant facilities on the airport and flows the wastewater through the Authority's sanitary sewer facilities to the North Cary Water Reclamation Facility and/or the Neuse River Wastewater Treatment Facility where it is treated prior to being released into the waters of the State. The Authority's wastewater collection system ("WCS") is operated under a permit issued by the Environmental Management Commission of the North Carolina Department of Environment and Natural Resources (the "Permit"). Every Person who discharges wastewater into the Authority's WCS must comply with this ordinance, with the Authority's Fats, Oils and Grease ("FOG") Program, and with all North Carolina, Federal and local laws, rules and regulations that apply to the discharge of wastewater into the Authority's WCS, specifically including compliance with all of the requirements of the Permit. The Permit requires that the Authority adopt ordinances establishing its legal authority to enforce compliance with its FOG Program.*

**2. Definitions**

- a. *Best Management Practice ("BMP") – a practice that minimizes, reduces, or eliminates the discharge of FOG into the WCS. See Appendix B to the FOG Program for a description of BMPs.*

- b. *Blockage – an obstruction in a wastewater line that makes movement or flow of wastewater difficult or impossible.*
  - c. *Connection Point – the point in the Tenant Sewer where FSE installed lines tie into Authority installed lines.*
  - d. *Food Service Establishment (“FSE”) – a commercial leasehold that has a kitchen, food preparation area, or serving activity that produces grease-laden waste that can enter the WCS through washing or draining.*
  - e. *FSE Operator – a Person that operates an FSE as a tenant or subtenant of the Authority. Grease Interceptor (“GI”) – a large, multi-compartment tank through which wastewater flows from a Grease Line.*
  - f. *Grease Line – the Authority provided plumbing into which the Tenant Sewer connects. Leasehold – the area leased by a tenant from the Authority.*
  - g. *NCDENR DWR – the North Carolina Department of Environmental and Natural Resources Division of Water Resources.*
  - h. *Non-Compliance – the failure of an FSE Operator to meet its obligations set forth herein. Person -- includes any individual, corporation, firm, limited liability company, partnership, trust, estate, governmental entity (Federal, state or local) or any other legal entity and the legal representatives, agents and/or assigns thereof that utilize the Authority’s WCS for the disposal of FOG.*
  - i. *Sanitary Sewer Overflow (“SSO”) – a release of wastewater from the WCS.*
  - j. *Tenant Sewer – FSE installed plumbing that begins at an FSE and ends at the tie-in to a Grease Line.*
  - k. *Wastewater Collection System (“WCS”) – the gravity lines, pumping stations, force mains, ancillary facilities, Grease Lines, Grease Interceptors, and Tenant Sewer components that collect and convey wastewater to the Town of Cary wastewater treatment system.*
3. *Section 2. FSE Responsibilities*
- a. *FSE Operators shall comply fully with this ordinance, with the Authority’s Fats, Oils and Grease (“FOG”) Program, and with all*

*North Carolina, Federal and local laws, rules and regulations that apply to the discharge of wastewater into the Authority's WCS, specifically including compliance with all of the requirements of the Permit and of the Authority's FOG Program including, without limitation, implementing BMPs as set forth and described in Section 2.1 of the Program document and undertaking each and every one of the additional duties and obligations set forth in Section 2 of the FOG Program document.*

4. *Section 3. The Authority's Responsibilities*

- a. *The Authority is responsible for maintaining the WCS except as provided in Section 2 of the FOG Program document. The Authority will undertake the duties and responsibilities set forth in the Permit and in Section 3 of the FOG Program document.*

5. *Section 4. Non-compliance and Corrective Actions*

- a. *Notwithstanding the obligation of FSE Operators to promptly report and correct SSOs and other non-compliance, the Authority reserves the right to take any and all actions that it deems necessary to address non-compliance with this Ordinance, with the Permit, and/or with the Authority's FOG Program and to hold the non-compliant FSE Operator(s) financially responsible for any and all costs incurred by it in taking corrective actions. In addition, the Authority may impose restrictions on the FSE Operator's operations until satisfactory corrective actions have been completed and may impose civil fines on the responsible FSE Operator(s) of up to Two Hundred Fifty Dollars (\$250) per day until such time as corrective actions have been satisfactorily completed and may take such other actions as it deems necessary to enforce compliance with the FOG Program.*

6. *Section 5. Approval of Tenant Sewer Facilities*

- a. *No Tenant Sewer or other sewer facilities may be installed or operated by an FSE Operator or by any other tenant of the Authority without the prior review and written approval of the Authority and of any other governmental entity with jurisdiction over the tenant facilities to be constructed.*
- b. *Approved and adopted the 19<sup>th</sup> day of November, 2015, to become effective the same date as approval and adoption.*

**XIII. Forgery and Counterfeit**

1. No Person shall use, possess, make, offer for sale, sell, barter, exchange, pass, or deliver any forged, counterfeit, or falsely altered pass, permit, Identification Badge, certificate, placard, sign, or other authorization purporting to be issued by or on behalf of the Airport Authority, nor shall any information electronically or magnetically encoded thereon be knowingly altered or erased.

**XIV. Vehicle and Equipment Abandonment**

1. No Person shall abandon any vehicle on the Airport as specified by North Carolina General Statutes §20-137.6 through §20-137.14.
2. No Person shall park or store any vehicle in an Airport parking facility, in a parking facility under the control of an Airport Tenant, or other area authorized for parking that is:
  - a. Unattended or inoperable for a period of 60 days or more without written permission from the President & CEO or authorized designee; or
  - b. Unattended for at least 30 days since the vehicle registration/license plates have expired.
3. Vehicles left unattended anywhere on Airport property that have vehicle registration/license plates that have expired three (3) or more months ago or have been parked for a period of 95 days or longer without prior notification, shall be presumed to have been abandoned and may be considered and treated as such.
4. Upon notification and demand by the Airport Authority, either orally or in writing, to the Owner or Operator of any derelict, disabled, inoperable, or abandoned vehicle, Aircraft, or piece of equipment or parts of such left on Airport Property, it shall be the duty of the Owner or Operator to remove the same at his or her own expense. If, after such demand, the Owner or Operator fails or refuses to remove such property within a reasonable time as determined by the Airport Authority under the circumstances and conditions created by the presence of such property, the Airport Authority may cause the same to be impounded and/or stored. The cost of such removal, impound, and/or storage and any parking fees due at the time of removal shall be a charge against the Owner or Operator of such property, and, upon payment of the charge, the property shall be released and possession shall be restored to the Owner or Operator. If the Owner cannot be determined, the Airport

Authority shall have the right to dispose of the property by sale or otherwise and to keep the proceeds therefrom.

**XV. Damage or Additions to Airport Property**

1. No Person shall destroy, deface, injure, or disturb in any way any building or other structure, equipment, signs, markers, trees, flowers, or lawns on Airport property.
2. Any Security Identification Display Area (SIDA) badge holder observing or discovering damage to Airport property shall report such damage to the Airport Communications Center.
3. All Airport Tenants and Lessees shall be fully responsible for the repair of all damages to buildings, equipment, real property, and appurtenances on their leased premises resulting from its operations or the actions of its employees, agents, licensees or guests.
4. The cost of repair or replacement necessitated by any such damage or destruction shall be ascertained by the Airport Authority, who shall make demand upon said Person, Owner, or Operator for payment thereof. In the event of the failure or refusal of said Person, Owner, or Operator to pay the amount of such claim for damage or destruction, a full report of the circumstances on which said claim is based, together with a copy of said claim, shall be forwarded to the Airport Authority attorney, who shall, when directed by the Airport Authority, institute all necessary legal proceedings for collection of said claim.
5. No Person shall make additions to, erect any buildings or signs adjacent to, or make any excavations at any facilities on the Airport property without the President & CEO's prior written authorization.

**XVI. Accidents or Incidents**

1. No Person shall leave any vehicle or equipment involved in an accident on the Airport Operating Area (AOA) resulting in damage to property or bodily injury before notifying the RDU Police Department and Airport Operations.
2. No vehicle or equipment involved in any accident on Airport grounds shall be moved until an investigation has been completed by the proper authority.
3. Any accident or incident involving injury or property damage shall be reported to the Airport Communications Center.

4. Any Operator of a Motor Vehicle involved in any accident that results in injury or death of any Person or damage to any property shall immediately stop such vehicle at the scene of the incident and render assistance as needed. The Operator of the Motor Vehicle shall provide his or her name, address, license, and registration numbers and the name and address of his or her insurance company to any injured Person, any Owner of damaged property, or any law enforcement officer present and shall notify the Airport Communications Center immediately. The Operator shall make a report of the accident as may be required by and in accordance with any applicable laws.

## **XVII. Signage and Advertisement**

1. Permanent and Temporary Signage and Advertisements
  - a. No Tenant shall exhibit, inscribe, affix, or paint any sign, notice, advertisement, or lettering on any surface of its leasehold that is visible from outside the leasehold, or on any Terminal facility surface, including ticket counters, gate check-in counters, or ticket kiosk podiums, without the prior written consent of the President & CEO.
  - b. The Airport Authority may remove any violating object without liability and may charge the cost incurred by such removal up to and including repair and rehabilitation costs to the Tenant as an additional rent or recovery fee.
  - c. The President & CEO shall have the right to prohibit any advertising or business activities conducted by a Tenant on Airport property that, in the President & CEO's opinion, tends to damage or potentially damage the Airport Authority's reputation.
  - d. The President & CEO shall have the right to prohibit any advertising or business activities conducted by a Tenant on Airport property that, in the President & CEO's opinion, may discourage other Tenants from or cause them to discontinue altogether further advertising or business with the Airport Authority.
2. Signage and Advertisement Content
  - a. No Tenant shall display outside of their leased premises any sign or advertisement or signage content other than the business name, address, product and/or service, or principal use of the leased premises.

- b. No Tenant shall display any signage outside of their leased premises containing advertisements that include any fees, prices, or rates.
  - c. The President & CEO may prohibit any Tenant signs or advertisements containing illuminated strobe lights, laser lighting, or flashing messages, whether inside or outside any building or structure.
  - d. The President & CEO may, at their sole discretion, prohibit any Tenant signs or advertisements that refer to alcohol, tobacco, or prohibited substances; that contain political, religious, sexual, or social content; or that are otherwise deemed inappropriate for the Airport environment.
3. **Temporary Signage and Advertisement**
- a. The Airport Authority and Airport Tenant contractors during construction periods may consider temporary signs and/or advertisements as advertising to identify projects, work sites, contractors, and work process as specified in contract documents approved by the President & CEO.
4. **Rules Pertaining to Air Carrier Signs and Other Displays in Terminal 1**
- a. In contrast to Terminal 2, Terminal 1 is designed and intended by the Authority to function as a facility that leases tenant space primarily on an exclusive use basis. The Authority assigns use of, and air carriers lease, the following Terminal 1 facilities on an "exclusive" use basis: ticketing positions and related queuing areas, check-in kiosks, passenger hold rooms, passenger loading bridges, administrative, operations and/or management and baggage service offices.
  - b. The Authority assigns use of, and air carriers pay for the use of, the following Terminal 1 facilities on a "common" use basis: baggage claim devices.
  - c. Unless otherwise provided herein, air carriers and other tenants are not permitted to post, install, nor hang signs or displays of any type on the interior or exterior of any space, leased or non-leased, except as outlined in these Rules. The process for obtaining approval shall be in accordance with the Authority's Sign Approval Policy and all requests should be presented to the Authority's Properties Department.

- d. Air carriers and other tenants are permitted to install holiday decorations within exclusive leasehold spaces that are not visible to the public. Air carriers and other tenants are not permitted to decorate the exterior of any office suite doors or windows, on or behind the ticket counter, on/at the ticket queuing area check-in kiosks, within the passenger hold rooms, exterior concession space, nor within any other public area, including “back of house” corridors.
- e. Approved signage and equipment shall be cleaned and maintained by the air carrier or tenant. Any damaged, dirty, or worn signage or equipment shall be promptly addressed.
- f. Description of Space in Terminal 1:
  - 1) Ticketing Positions
    - a. Air Carriers will provide, install and update all regulatory signs required at the ticket counter. Air carriers are not permitted to post, install or hang any other signs, whether permanent or temporary, on any surface of the ticket counter.
  - 2) Ticketing Queuing Area
    - a. The provision and configuration of ticket queuing area stanchions and related equipment is subject to the prior written approval of the President & CEO or designee.
    - b. Generally, only 1 sign may be permitted for each 4 assigned ticketing positions.
    - c. Air carrier tenants are not permitted to post or install signs or displays, whether permanent or temporary, on the top of the check-in kiosks.
    - d. Requests for the display of carpet or rugs used to identify premium or priority passenger zones should be communicated to the Authority’s Properties Department. With prior approval, each Air Carrier is permitted to install one such carpet within their queuing area of a size not to exceed three feet in width by eight feet in length.
- e. Request for the installation of carry-on baggage sizers shall also be communicated to the Authority’s Properties Department. With prior approval each air carrier is generally permitted to install one carry-on



baggage sizer for each 4 assigned ticketing positions. The sizer shall not be permanently affixed.

3) Passenger Loading Bridges

- a. Air carriers and other tenants are not allowed to post, install or hang signs, banners or posters, or any other items, on the interior or exterior of the passenger loading bridges.

4) Passenger Hold Rooms

- a. Air carriers will provide, install and update all regulatory signs required at the gate counter. Air carriers are not permitted to post, install or hang any other signs or displays, whether permanent or temporary, on any surface of the gate counter.
- b. Air carriers and other tenants are not allowed to post, install or hang signs or posters on the walls, doors or other surfaces within a passenger hold room.
- c. Requests for the display of carpet or rugs used to identify premium or priority passenger zones should be communicated to the Authority's Properties Department. With prior approval each air carrier is permitted to install one such carpet within each hold room area of a size not to exceed three feet in width by eight feet in length. The carpet must be removed when the air carrier is not actively using the gate for operations.
- d. Requests for the installation of carry-on baggage sizers shall also be communicated to the Authority's Properties Department. With prior approval each air carrier is permitted to install one carry-on baggage sizer per gate within each hold room. The sizer shall not be permanently affixed.

5) Curbside

- a. No signs shall be placed, installed or adhered to/on any millwork or facility surface. Air carrier signing at the curbside check-in is limited to the transaction counter and may only be applied within an approved signage zone. Air carrier signing may not be installed on the back wall of the recessed space. Quantity, size and location of signs required on curbside by TSA must be approved in advance. All signs shall be

professionally designed and fabricated, and installed in a manner that will allow removal without damaging the millwork or other surface.

- b. Installation of designated queuing areas is not permitted on the curb. The air carrier and/or their vendor/contractor are not permitted to install stanchions or other crowd control on the curb.
  
- g. Exclusive Leased Space in Terminal 1:
  - 1) Administrative, Operations, and/or Management Office Space (non-BSO space)
    - a. Air carriers and tenants are permitted to post, install and hang signs on the walls and doors or other surfaces **within the interior** of exclusively-leased office space. However, the air carrier and tenant is responsible for repair and/or repainting of the surface when the sign is removed.
    - b. Air carriers and tenants are not permitted to post, install and hang signs on the walls and doors or other surfaces on the exterior of exclusively-leased office space.
  
  - 2) Baggage Service Office
    - a. Air carriers are permitted to post, install and hang signs on the wall and doors **within the interior** of exclusively-leased office space not in the view of the public. The air carrier is responsible for repair and repainting the walls and/or doors when the sign is removed.
    - b. Air carriers are not permitted to post, install or hang signs on the Authority-provided millwork.
    - c. Air carriers are not permitted to post, install and hang signs on the interior or exterior of the windows and doors, nor on any exterior surface of the BSO or interior spaces in view of the public. Signs must comply with the Tenant Design Standards dated 1 September

2010 (attached), entitled "Signage Standards for BSO's".

- h. Questions regarding the above rules should be directed to the Director of Properties at 919.840.7740.
5. Rules Pertaining to Air Carrier Signs and Other Displays in Terminal 2
    - a. Terminal 2 is designed and intended by the Authority to function as a common-use facility. Air carriers may be assigned by the Authority to use aircraft gates, passenger hold rooms, air carrier ticketing/check-in kiosks, counters and baggage claim units as frequently as on a day-by-day and flight-by-flight basis.
    - b. The Authority assigns use of, and air carriers pay for their use of, the following Terminal 2 facilities: ticketing positions and related queuing areas, check-in kiosks, passenger hold rooms, baggage claim units and passenger loading bridges.
    - c. Air carrier tenants lease the following on an "exclusive" basis: administrative, operations, and/or management and baggage service offices, and Club space.
    - d. Air carriers and other tenants are not permitted to post, install, nor hang signs or displays of any type on the interior or exterior of any space except as outlined within these Rules.
    - e. Air carriers and other tenants are not permitted to post, install, nor hang signs or displays of any type in non-leased areas, unless prior written permission has been obtained from the President & CEO or designee. The process for obtaining approval shall be in accordance with the Authority's Sign Approval Policy.
    - f. Air carriers and other tenants are permitted to install holiday decorations within exclusive leasehold spaces that are not visible to the public. Air carriers and other tenants are not permitted to decorate the exterior of any office suite doors or windows, on or behind the ticket counter, on/at the ticket queuing area check-in kiosks, within the passenger hold rooms, exterior concession space, nor within any other public area, including "back of house" corridors.

g. Approved signage and equipment shall be cleaned and maintained by the air carrier or tenant. Any damaged, dirty, or worn signage or equipment shall be promptly addressed.

h. Description of Space in Terminal 2:

1) Ticketing Positions

- a. The Authority will provide, install and update all regulatory signs required at the ticket counter. Air carriers are not permitted to post, install or hang signs on any surface of the ticket counter.
- b. Requests for the display of temporary banners should be communicated to the Authority's Properties Department.

2) Ticketing Queuing Area

- a. The only signs authorized for display in the ticketing queuing areas are those provided by the air carrier to the Authority in 8 ½" x 11", 11" x 14", 11" x 17", or 22" x 28" format, and displayed in Authority-provided stanchion post-top frames.
- b. The Authority provides all ticket queuing area stanchions and post-stop sign frames. No other stanchions nor ribbons may be used. Colored ribbon or ribbon displaying an air carrier's logo is not permitted.
- c. No free-standing signs are permitted without the prior written authorization of the President & CEO or designee. Requests for free-standing pylon type signs shall be communicated to the Authority's Properties Department. Generally, only 1 sign may be permitted for each 4 assigned ticketing positions.
- d. The provision and configuration of ticket queuing area stanchions and related equipment is subject to the prior written approval of the President & CEO or designee.
- e. Air carriers are not permitted to post or install signs or displays on the top of the check-in kiosks without the prior written authorization of the President & CEO or designee. Permanent installations will not be considered.

- f. Requests for the display of carpet or rugs used to identify premium or priority passenger zones should be communicated to the Authority's Properties Department. With prior approval each carrier is permitted to install one such carpet within their queuing area of a size not to exceed three feet in width by eight feet in length.
- g. Request for the installation of carry-on baggage sizers shall also be communicated to the Authority's Properties Department. With prior approval each air carrier is generally permitted to install one carry-on baggage sizer for each 4 assigned ticketing positions. The sizer shall not be permanently affixed.

### 3) Passenger Loading Bridges

- a. Air carriers and other tenants are not allowed to post, install or hang signs, banners or posters, or any other items, on the interior nor exterior of the passenger loading bridges.

### 4) Passenger Hold Rooms

- a. The Authority will provide, install and update all regulatory signs required at the gate counter. Air carriers are not permitted to post, install or hang signs or displays on any surface of the gate counter.
- b. The only signs authorized for display in gate queuing areas are those provided by the air carrier to the Authority in 8 ½" x 11", 11" x 14", 11" x 17", or 22" x 28" format, and displayed in Authority-provided stanchion post-top frames.
- c. The Authority provides all gate queuing area stanchions and post-stop sign frames. No other stanchions nor ribbon may be used. Colored ribbon or ribbon displaying an air carrier's logo is not permitted.
- d. No free-standing signs are permitted without the prior written authorization of the President & CEO or designee. Requests for free-standing pylon type signs shall be communicated to the Authority's Properties Department.

- e. The provision and configuration of gate queuing area stanchions and related equipment is subject to the prior written approval of the President & CEO or designee.
- f. Air carrier and other tenants are not allowed to post, install or hang signs or posters on the walls, doors or other surfaces within a passenger hold room without the authorization of the President & CEO or designee.
- g. Requests for the display of temporary banners should be communicated to the Authority's Properties Department.
- h. Requests for the display of carpet or rugs used to identify premium or priority passenger zones should be communicated to the Authority's Properties Department. With prior approval each air carrier is permitted to install one such carpet within each hold room area of a size not to exceed three feet in width by eight feet in length. The carpet must be removed when the air carrier is not actively using the gate for operations.
- i. Requests for the installation of carry-on baggage sizers shall also be communicated to the Authority's Properties Department. With prior approval each air carrier is permitted to install one carry-on baggage sizer per gate within each hold room. The sizer shall not be permanently affixed.

#### 5) Curbside

- a. No signs shall be placed, installed or adhered to/on any millwork or facility surface without prior written approval of the President & CEO or designee. Requests for such approval should be forwarded to the Authority's Properties Department. Air carrier signing at the curbside check-in is limited to the transaction counter and may only be applied within an approved signage zone. Air carrier signing may not be installed on the back wall of the recessed space. Quantity, size and location of signs required on curbside by TSA must be approved in advance in writing by the President & CEO or designee. All signs shall be professionally designed and fabricated, and installed in a manner that will allow removal without damaging the millwork or other surface.

- b. Installation of designated queuing areas is not permitted on the curb. The air carrier and/or their vendor/contractor are not permitted to install stanchions or other crowd control on the curb.

- i. Exclusive Leased Space in Terminal 2:

- 1) Administrative, Operations, and/or Management Office Space (non-BSO space)

- a. Air carriers and other tenants are permitted to post, install and hang signs on the walls and doors or other surfaces **within the interior** of exclusively-leased office space without the prior written authorization of the President & CEO. However, the air carrier or tenant is responsible for repair and/or repainting of the surface when the sign is removed.
    - b. Air carriers and other tenants are **not** permitted to post, install and hang signs on the walls and doors or other surfaces on the exterior of exclusively-leased office space.

- 2) Club

- a. The Authority installs wayfinding signs related to Airline Club locations in Terminal 2. No other Club-related sign is permitted external to the Club entrances without the prior written authorization of the President & CEO or designee.

- 3) Baggage Service Office

- a. Air carriers are permitted to post, install and hang signs on the wall and doors **within the interior** of exclusively-leased office space not in the view of the public without the prior written authorization of the President & CEO. The air carrier is responsible for repair and repainting the walls and/or doors when the sign is removed.
    - b. Air carriers are not permitted to post, install or hang signs on the Authority-provided millwork without the

prior written authorization of the President & CEO or designee.

- c. Air carriers are not permitted to post, install and hang signs on the interior or exterior of the windows and doors, nor on any exterior surface of the BSO or interior spaces in view of the public without the prior written authorization of the President & CEO or designee. Signs must comply with the Tenant Design Standards dated 1 September 2010 (attached), entitled "Signage Standards for BSO's".

j. Questions regarding the above rules should be directed to the Director of Properties at 919.840.7740.

#### 6. General

- a. Notwithstanding any of the preceding, the President & CEO reserves the right to refuse any Tenant signs and/or advertisements in any form at any time or location for any reason.

### **XVIII. Special Events**

1. Festivities, trade shows, exhibits, and any other special events that are not part of normal business operations conducted on Airport property require coordination, regulation, and prior written authorization by the President & CEO.
2. Requests for special events shall be in letter form to the President & CEO.
3. Certain activities shall require an executed lease, permit, or operating agreement with the Airport Authority.
4. The President & CEO reserves the right to decline events or activities that may interfere with normal operations or use of the property at his or her discretion.
5. Public and other similar special events require a special-use permit authorized by the President & CEO and issued by the Fire Marshal in accordance with applicable North Carolina fire codes.
6. Specific requirements regarding special events on the Airport Operating Area (AOA) or TSA Regulated Areas include the following:



- a. No Person shall conduct any special or non-standard event on the AOA (including cookouts and barbecues) without written authorization from the President & CEO prior to each occurrence.
- b. Every request submitted to the President & CEO shall include the date, time, location, nature, hosting organization, and number of participants and any other operational information as requested by the President & CEO.
- c. Every special event shall be conducted in compliance with any and all applicable security measures, limitations, and rules set forth by the Airport Authority and the TSA.

**XIX. Use of Luggage Carts**

1. Use of Luggage Carts is restricted to the Person(s) who has rented the cart for transporting his or her luggage or similar items for air travel.
2. No Person shall use a Luggage Cart without paying appropriate rental fees.
3. No Person shall intentionally tamper with the Luggage Cart dispensing machine.
4. Luggage Carts are prohibited on escalators and moving sidewalks.
5. Luggage Carts shall not be removed from the Airport Terminal or parking areas under the jurisdiction of the Airport Authority.
6. Tenants, contractors, and employees of the Airport Authority are not allowed to keep or stow Luggage Carts.
7. No unauthorized Person(s) shall dispense, rent, or sell Luggage Carts. It is prohibited for anyone to come to the Airport Terminal facilities for the express purpose of returning or otherwise using such Luggage Carts for financial benefits.
8. Luggage Cart vendors shall promptly collect Luggage Carts and return them to the dispensing machines.

**XX. Service Animals and Pets**

1. No Person shall bring or allow an animal in or on the facilities, properties, and Terminals under the jurisdiction of the Airport Authority except for the following animals:

- a. Service animals
  - b. Animals properly crated for shipment by air
  - c. Domestic animals if restrained by a leash or confined in such a manner as to be under positive control of the owner or handler.
2. No Person shall permit any animals to urinate or defecate upon any sidewalks or floors of any facilities under the jurisdiction of the Airport Authority. Authorized animals on Airport property are to relieve themselves solely in designated pet-relief areas as may be established or approved by the President & CEO from time to time.
- a. In accordance with the Air Carrier Access Act, the Airport Authority has designated locations illustrated in Figure 1 and Figure 2 for use as Service Animal Relief Areas (SARAs) at the Airport. All Airport customers with pets are free to access these designated pet-relief areas.

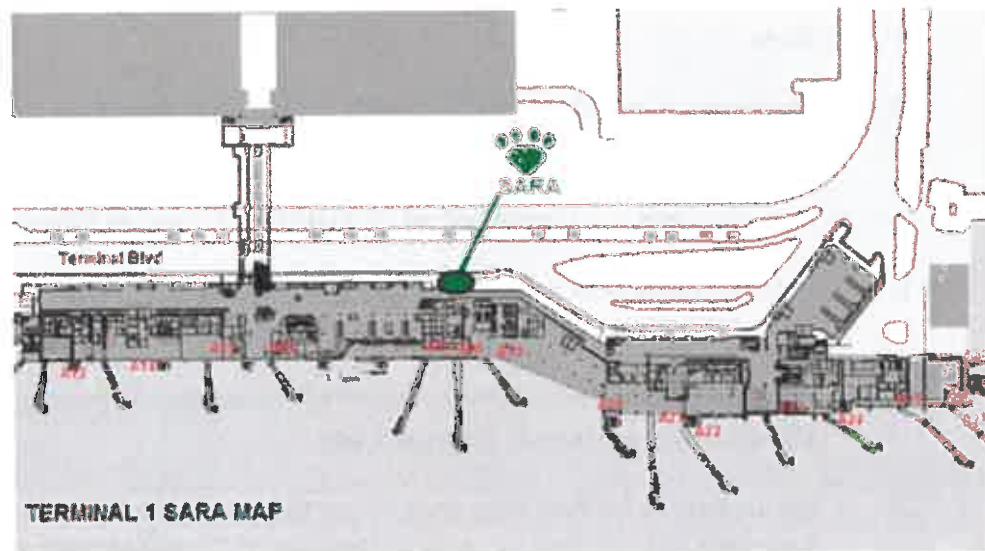
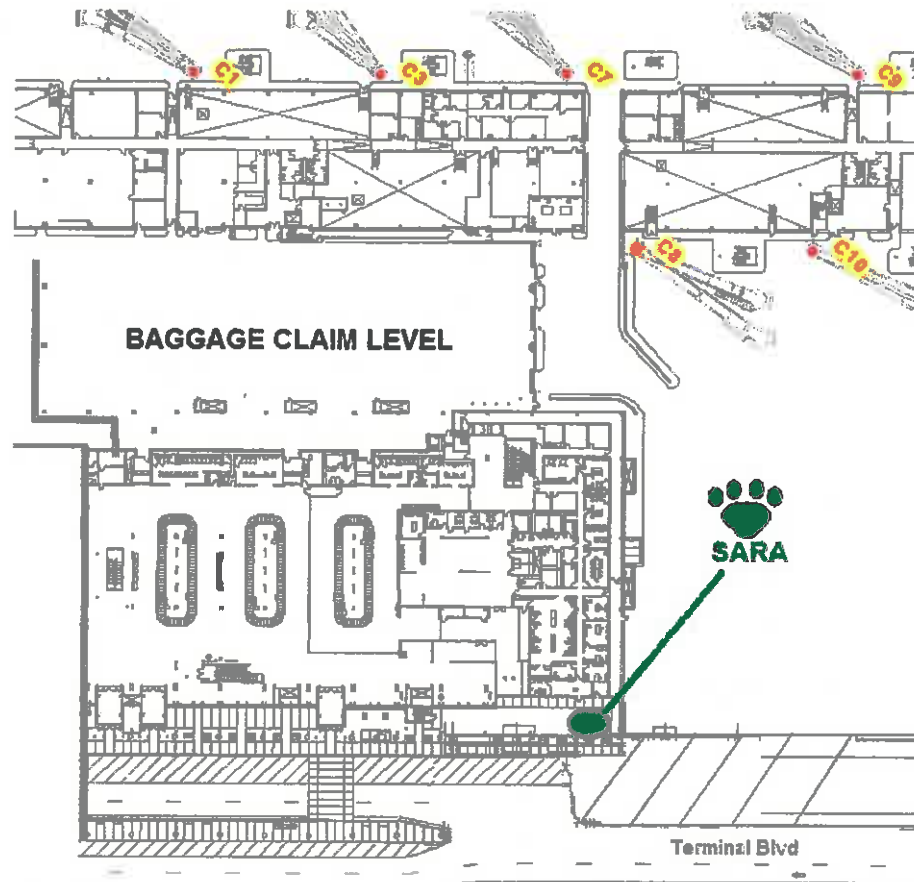


Figure 1: Terminal 1 Service Animal Relief Area



TERMINAL 2 SARA MAP

CURBSIDE: BAGGAGE CLAIM LEVEL

Figure 2: Terminal 2 Service Animal Relief Area

- b. Air Carrier Personnel shall be responsible for informing passengers of SARAs available at the Airport and for escorting passengers to and from SARAs as required.

## XXI. Lost and Found Property

1. Any Person finding a lost article on Airport property shall surrender such items to Airport Police, Operations, Guest Services, or the Parking and Ground Transportation Office.
2. Any Person finding or losing articles in Airport common areas should surrender said items or may inquire about lost items at the Airport Lost and Found by calling (919) 840-7550.
3. Any Person finding or losing articles after completing security screening should contact the local TSA office at (919) 468-4053.

4. Any Person finding or losing articles on an Aircraft should contact the appropriate airline.

#### **XXII. Requests for Medical or Law Enforcement Assistance**

1. The Airport Communications Center should be notified of any medical incidents requiring assistance by calling (919) 840-2111.
2. Requests for any Law Enforcement assistance should be made directly through the Airport Communications Center. Dialing 911 is also acceptable; however, dialing the Airport Communications Center can ensure Persons requesting assistance have the quickest response time by Airport Police, Aircraft Rescue and Fire Fighting personnel, and Operations. The request should include the nature of the problem and type of assistance requested.

#### **XXIII. Commercial Photography, Filming, and Recording**

1. Any Person wishing to conduct commercial filming on Airport Property must obtain approval from the Raleigh-Durham Airport Authority, at the following address:  
  
Communications and Community Affairs Department  
P.O. Box 80001  
RDU Airport, North Carolina 27623  
Telephone (919) 840-7700  
Facsimile (919) 840-0175  
Applications may also be found online at: <https://www.rdu.com/do-business-with-rdu/filming-and-photography/>
2. All requests for filming should be made to the Authority at least 10 business days prior to the commencement of filming. Filming involving five or more Persons must be coordinated at least 15 business days prior to commencement of the filming. All requests will be reviewed by the Authority and coordinated with appropriate administrative and operations Personnel.
3. Film companies should contact the Authority's Communications and Community Affairs Department at (919) 840-7700, prior to submitting an application to determine if desired locations, dates, times, and types of scenes to be filmed can be accommodated. A draft script or story board outlining scenes to be filmed is required during initial discussions. Arrangements can be made for a site tour and to discuss specifics of the filming activity.

4. The President & CEO, at their sole discretion, will determine if the request for filming can be accommodated. Any activity that interferes with or has a negative impact on normal activity in the Terminal or general Airport operations will not be approved. Restrictions will be identified at the time the request is approved. However, the President & CEO reserves the right to modify such restrictions on the day of filming should circumstances warrant.
5. To obtain final approval for filming, an application must be submitted to the Communications and Community Affairs Department a minimum of 5 business days prior to the commencement of filming. All applications must be accompanied by a non-refundable processing fee. A final script or story board outlining scenes to be filmed must be attached to the application.
6. The President & CEO reserves the right to deny permission for filming on its property for any reason.
7. The Airport Authority requires proof of adequate insurance before a filming permit will be issued. The applicant must furnish proof of insurance that identifies the Raleigh-Durham Airport Authority as an additional insured on the applicant's liability policy when submitting a filming application to the Communications and Community Affairs Department. Required insurance coverage and minimum limits are:
  - a. Commercial General Liability—bodily injury and/or property damage on Airport premises: \$1,000,000
8. Damage Deposit:
  - a. A clean-up and damage deposit for filming activity involving any alteration to the site, including furniture changes and props, or as otherwise deemed necessary by the President & CEO, must be submitted to the Communications and Community Affairs Department along with proof of insurance. The deposit is to be made by check payable to "Raleigh-Durham Airport Authority." Deposits will be returned to the film company upon completion of filming after inspection of the film site by the Airport liaison and provided no damage has occurred.
  - b. Repairs, clean up, or restoration will be the responsibility of the film company. Repairs, clean up, or restoration not undertaken by the film company will be provided by the Authority, and the cost of which, along with overhead and administrative costs, will be deducted from the damage deposit. Damages incurred that are

not covered by the deposit will be repaired at the film company's expense.

9. **Filming Fees:**

- i. Various fees are associated with filming at the Airport. These fees vary depending on the size and scope of the filming taking place.

10. Some activities may require one or more dedicated Airport Authority staff members or assistance from an Airport Tenant. The Authority, at its sole discretion, will determine what support staff members, if any, are required. If the activity requires that staff of an Airport Tenant be present, a separate staffing fee may be charged by the Tenant.

**C. Airport Security**

**I. General Provisions**

1. The primary focus of this section is to ensure compliance with the Airport Security Program (ASP), as well as all Rules, Regulations, laws, and directives from local, State, and Federal regulators applicable to the security of the Airport. Specific Rules and Regulations affecting Terminals, Airport Operating Areas (AOAs), TSA Regulated, Security Identification Display Area (SIDAs), and landside areas are implemented to ensure the safety and security of employees, Tenants, and visitors at Raleigh-Durham International Airport.

**II. ID Badging and Enforcement**

1. Unless otherwise approved by the President & CEO, all RDU-based employees of Airport Tenants and their subtenants are required to possess and display an RDU Security Authorization Badge at all times. All Tenants operating on Airport property should contact the RDU ID Badging Office to determine if or what the type of Badge employees are eligible to apply for, possess, and display.
2. The RDU ID Badging Office issues Airport Identification and/or Access Badges, provides fingerprinting services for the purpose of obtaining criminal history records, and submits biographical information for TSA-required security threat assessment for qualified applicants. The primary responsibility for controlling and returning Airport-issued Identification Badges rests with the designated Tenant officials having TSA-approved Signature Authority.

3. RDU Security Identification Badges are the property of the Airport Authority and are issued at the discretion of the Airport Authority. Persons found to be in violation of the Airport Security Program; Airport Authority Rules, Regulations, or Ordinances; or any State of North Carolina or Federal laws may be issued a Notice of Violation, which could result in suspension or revocation of their RDU ID Badge and working privileges. In addition, Tenant companies failing to comply with said Rules, Regulations, Ordinances, and laws may have their operating privileges with the Airport Authority terminated.
4. For questions regarding RDU Security Identification Badges, contact the Security Systems Supervisor or ID Badging Office at (919) 840-7515.

### **III. Transportation Security Administration (TSA) Regulated Areas**

1. No one shall enter any TSA Regulated Area except for the following individuals:
  - a. Those having prior authorization of the Airport Authority through the Security System Administration and displaying the appropriate RDU Security Identification Badge.
  - b. Those approved by TSA (such as Federal Aviation Administration [FAA] Safety Inspectors and transient crewmembers that meet specific requirements) that are directly engaging in work or an aviation activity that must be accomplished therein.
  - c. Those under appropriate escort.
    - i. The Authority expressly prohibits escorting new hire or transfer applicants who have not been properly badged.
  - d. Those employed by or representing FAA, TSA, or the U.S. Department of Homeland Security having been issued the appropriate RDU Identification Badge or fall under Paragraph b of this section.

### **IV. Locks and Keys**

1. Airport Authority Keys Issued to Tenant Users.
  - a. Tenants with assigned leasehold spaces within Airport Authority-owned buildings shall be issued Tenant keys for their leasehold spaces. These keys shall be on the Airport Authority keying system unless the building was keyed prior to this facility requirement or

an exception for standalone buildings not maintained by the Airport Authority has been approved.

- b. The Tenant Manager has TSA Signature Authority and is the approval Authority for all requests for keys within its leasehold area.
- c. The individual signing the Key Agreement also acknowledges receipt of all keys issued and agrees to accept full responsibility for security and proper use of keys issued to him or her. The key recipient also agrees to the following:
  - i. They will not lend or otherwise permit their key(s) to be used by any other Person.
  - ii. They will not duplicate or alter any key(s) and not allow others to do so.
  - iii. To report immediately the loss or theft of any key(s) to Law Enforcement or Airport Operations not later than 24 hours after loss or theft.
  - iv. Ensure that all door(s) and/or gates to an assigned work area is/are properly locked or otherwise secured when leaving the area or at the conclusion of work.
- d. The key holder shall return issued key(s) that are no longer needed based on termination of work on the Airport.
- e. The Tenant authorizing issuance of keys to employees shall also be responsible for ensuring that keys are returned when they are no longer needed by those employees. Tenants shall also be responsible for paying any re-keying costs if they wish to re-key their facilities or fail to maintain control of keys assigned to them.

#### **V. Role of the Transportation Security Administration**

- 1. The TSA has a dual role at the Airport. TSA is responsible for checkpoint security screening, including screening of passengers, employees, and baggage, at the Airport. TSA also has a regulatory oversight role working closely with the Airport Authority and Airport Tenants to ensure regulatory compliance and promote a secure environment.



**VI. Carrying of Firearms, Including Concealed Handguns, on Airport Property**

1. *Ordinance to Prohibit the Carrying of Firearms, Including Concealed Handguns, on Any Premises legally Possessed or Controlled by the Raleigh-Durham Airport Authority*
2. *WHEREAS, Chapter 398 of the 1995 Session Law authorizes citizens to carry concealed handguns under certain conditions; and*
3. *WHEREAS, this same law allows those in legal possession or control of property to prohibit the carrying of concealed handguns on those properties so long as a sign evidencing the prohibition is conspicuously posted on the property; and*
4. *WHEREAS, the Raleigh-Durham Airport Authority wished to prohibit the carrying of firearms, including concealed handguns, on its property, including all property in its legal possession or control;*
5. *NOW, THEREFORE, BE IT ORDAINED BY THE RALEIGH-DURHAM AIRPORT AUTHORITY, that:*
  - a. *Section 1*
    - i. *It shall be illegal to possess a firearm, including concealed handguns otherwise allowed by the provisions of Article 54B of the General Statutes of North Carolina, on or about the person in or on any property owned by or legally possessed or controlled, by the Raleigh-Durham Airport Authority. The Airport Director is hereby directed to post an appropriate notice of the ban on possession of firearms, including concealed hand-guns, at every roadway entry point to Airport property and at every building or lot owned by or in legal possession or control of the Raleigh-Durham Airport Authority.*
    - ii. *Upon request of a Law Enforcement Officer, weapons that are carried by unauthorized individuals but not intended for transport shall be removed from Airport property or placed in the custody of the RDU Police Department.*
    - iii. *Discharge of any weapon on the Airport is prohibited, except in the performance of official duties or in the lawful defense of life or property.*
  - b. *Section 2*

- i. *It shall be a violation of this Ordinance to possess firearms, including concealed handguns, otherwise allowed by the provisions of Article 54B of the General Statutes of North Carolina, or about the person in or on any property owned, possessed or controlled by the Raleigh-Durham Airport Authority on which appropriate notices have been posted by the Airport Authority or any other person in control or possession thereof, whether or not the property is controlled by or in the legal possession of the Airport Authority or such other person.*
  - ii. The possession of or use of any explosive or incendiary device on Airport Property is strictly prohibited unless approved by the President & CEO, or designee.
- c. *Section 3*
- i. *This prohibition shall not apply to the following persons:*
    - 1) Officers and enlisted personnel of the armed forces of the United States when in discharge of their official duties as such and acting under the orders requiring them to carry arms and ammunition;
    - 2) Civil officers of the United States while in the discharge of their official duties;
    - 3) Officers and soldiers of the militia and the National Guard when called into actual service;
    - 4) Officers of the State, of any county, city or town, or of the Airport Authority charged with the execution of the laws of the State, when acting in the discharge of their official duties;
    - 5) Sworn law enforcement officers, when off-duty, if:
      - a) *Written regulations authorizing the carry of concealed weapons have been filed with the clerk of court where the law enforcement unit is located by the sheriff or chief of police or other superior officer in charge; and*
      - b) *Such regulations specifically prohibit the carrying of concealed weapons while the*

*officer is consuming or under the influence of alcoholic beverages.*

- 6) Persons whose firearms are transported in locked receptacles in the trunk or rear section of their vehicles not readily accessible to the driver or any of the passengers in the vehicle, and remain therein at all times while said vehicles are on any property owned by or legally possessed or controlled by the Raleigh-Durham Airport Authority. However, no such firearm shall be loaded at any time while on said property.

d. *Section 4*

- i. *Notwithstanding the preceding provisions, no person owning a firearm being transported as or in locked luggage or other sealed container or as a cargo shipment, or being transported as or in locked luggage or other sealed container which is to be or has been transported or in a container which is to be or has been shipped, aboard a commercial, private or military aircraft shall be in violation of this Ordinance while transporting or shipping said firearm if the luggage or container in which the firearm is transported is kept closed and locked or sealed and in the possession of that person, or of a commercial carrier or freight forwarder, at all times while on the property owned by or in legal possession or control of the Raleigh-Durham Airport Authority. However, no such firearm shall be loaded at any time while on said property.*

e. *Section 5*

- i. *If this Ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given separate effect, and to that end the provisions of this Ordinance are declared severable.*
- ii. Except for firearms belonging to authorized Law Enforcement Officers, firearms may not be stored within TSA Regulated Areas or Sterile Areas unless approved by the President & CEO, or designee.

**D. Airfield Surface Closures****I. Right of Airport Authority to Control Airfield**

1. The President & CEO, or designee, shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft or to any individual or group when any such action is considered necessary and desirable to avoid endangering Persons or property and to be consistent with the safe and proper operation of the Airport.
2. In the event the President & CEO, or designee, determines conditions of the Airport or any part thereof to be unsafe for landings or takeoffs, a Notice to Airmen (NOTAM) shall be issued, or shall be caused to be issued, closing any affected area or the entire Airport.

**E. Prohibited or Restricted Aeronautical Events****I. Prohibited Aeronautical Events**

1. The following types of operations are prohibited at the Airport unless prior written authorization by the President & CEO, or designee, is obtained:
  - a. Experimental flights
  - b. Equipment demonstrations
  - c. Air shows
  - d. Ultralight Aircraft flights
  - e. Parachuting activities
  - f. Towing, pickup, or release of any banner
  - g. Airships (dirigibles)
  - h. Hot air balloons
  - i. Unmanned Aerial Vehicles (Drones)

**II. Student Pilot Training**

1. Student pilots who operate Aircraft on the Airport shall be accompanied by a certificated flight instructor unless they are certified as competent to conduct solo operations by a certified flight instructor.

**III. Helicopter Operations**

1. All helicopters at the Airport shall take off, land, or taxi only from established, Airport-approved parking pads, designated Aprons, or Airport Taxiways and Runways.
2. Helicopters shall park or operate only in areas designated for such operations.
3. Helicopters shall not be operated within 200 feet of any area where light Aircraft are parked or operating, unless such area is specifically established for helicopter operations.
4. Helicopters with turning rotors shall not be taxied, towed, or otherwise moved unless there is a clear area of at least 40 feet in all directions from the outer tips of the rotors.
5. Helicopters are prohibited from landing, taking off, or air taxiing between structures less than 120 feet apart.
6. Over-flight of a structure on the airfield by helicopters must be conducted without hazard to people or property.
7. Trailers or dollies shall be used to tow helicopters to parking pads for flights.
8. Helicopter tow vehicles and trailers shall not be left at any Airport public use parking pads.
9. Helicopter owners, operators of towing vehicles, and operators with trailers being used at the Airport must make prior arrangement with the Fixed-base Operator for approval and location of towing equipment.

**IV. Noise Abatement**

1. Policy
  - a. Aircraft operations on and in the immediate vicinity of the Raleigh-Durham International Airport shall take place with as little

adverse interaction with the residents of the Airport environs as possible.

- i. It is recognized, however, that safety of all Aircraft operations is of paramount importance and that the ability of the FAA to safely and efficiently manage and control air traffic must not be derogated by unreasonable local regulation.

## 2. Regulations

- a. The following shall be required of Aircraft landing at or taking off from the Raleigh-Durham International Airport:
  - i. The traffic pattern altitude for all turbojet engine-powered Aircraft shall be at or above 2,000 feet above mean sea level (AMSL). No such Aircraft shall descend below the traffic pattern altitude prior to coming abeam the approach end of the landing Runway on the downwind leg unless otherwise instructed by FAA Air Traffic Control (ATC).
  - ii. When departing toward the northeast on Runway 5, all turbojet engine-powered Aircraft shall remain on the Runway heading until 3.5 DME from the RDU VORTAC unless otherwise instructed by FAA ATC.

## F. Aeronautical Operations on the Airport Operating Area

### I. Scope and Applicability

1. This section describes Rules, and Regulations for all Aircraft operating at the Airport, including ground maneuvering and handling of Aircraft.

### II. Regulations Compliance

1. Any Person or entity conducting aeronautical activities at the Airport shall conform to Regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA), the Ordinances of the Airport Authority, and these Rules and Regulations and any other applicable local, State, and Federal Regulations.

**III. Negligent Aircraft Operations**

1. No Person shall operate an Aircraft at the Airport in a careless, reckless, or negligent manner, in disregard to the safety and rights of others, without due caution and circumspection, or at an unsafe speed or manner that endangers or is likely to endanger Persons or property.
2. No Person shall operate an Aircraft that is constructed, equipped, or loaded in such a manner as to endanger or likely to endanger Persons or property.
3. All Persons using any part of the Airport property shall be liable for any property damage, personal injury, or death caused by carelessness or negligent operations on or over Airport property.
4. Any Aircraft operated so as to cause damage to Airport property or cause personal injury or death on or at the Airport may be retained in custody of the RDU Airport Police. The Airport Authority may place a lien on the Aircraft involved in the incident until all charges for damages are paid.
5. No Person shall operate an Aircraft on or above Airport property while under the influence of intoxicating liquors, dangerous drugs, narcotics, or controlled substances.

**IV. Aircraft and Aircraft Operator Requirements**

1. Aircraft Operators
  - a. Aircraft Operators must be appropriately qualified, permitted, licensed, and trained by the Federal Aviation Administration (FAA) or appropriate authorizing entity when operating Aircraft for private or commercial flying activities, ground taxi, engine run-ups, or towing operations at the Airport.
  - b. Aircraft Operators shall obey all signage, pavement markings, and lighting signals unless otherwise instructed by Air Traffic Control.
  - c. Operating an Aircraft that is constructed, modified, equipped or loaded as to endanger or having the potential to endanger people or property of any entity is prohibited.
2. Aircraft Operations
  - a. No Aircraft shall taxi within the Airport Movement Area, land, or takeoff from the Airport unless it is equipped with proper two-

way radio equipment capable of communicating with appropriate Air Traffic Control entities.

- b. Aircraft being towed must maintain two-way radio communications with appropriate Air Traffic Control entities (Ramp Control Tower for Terminal 2 Apron) unless towing operations are performed in Tenant-leased areas.
- c. All parked Aircraft must have at least one wheel chocked in the front and back of the wheel by wheel blocks or other approved devices except in cases where proven procedures that are equally safe, such as those followed by the scheduled airlines, are employed.
- d. Upon notification by the President & CEO, or designee, the Operator of any Aircraft parked or stored at the Airport shall move such Aircraft from the place where they are parked or stored to a location designated by the President & CEO, or designee. If the Operator refuses to comply with such direction, the President & CEO, or designee, may remove or cause to be removed such Aircraft to such designated place at the Operator's expense and without liability for damage that may result in the course of such moving.
- e. All Aircraft parked on non-leased Aircraft parking areas must have cones or another type of barricade approved by the President & CEO, or designee, at the outer edge of the wingtips, nose, and tail of the Aircraft unless an exemption from this requirement has been granted by the President & CEO, or designee.
- f. No Person or entity shall reserve any non-leased Aircraft parking position by any means without permission from the President & CEO or designee. Parking, placement, or staging of any equipment, barricades, or objects of any type on a non-leased Aircraft parking spot for more than 5 minutes prior to or after the Aircraft's arrival or departure from the parking spot is prohibited without the permission of the President & CEO or designee.
- g. Parking of Aircraft such that any part extends beyond the leasehold is forbidden, and any damage to property caused by any part extending beyond the lease area will be the responsibility of the lease holder in violation.
- h. Aircraft Taxiing:





**V. Terminal Gate Parking, Pushback, and Operations****1. Parking**

- a. No general aviation Aircraft shall park at any Terminal gates.

**2. Aircraft Pushback**

- a. All Airline Aircraft pushing back from a Terminal gate must have a sufficient number of wing walkers present and positioned to assist with pushback operations to prevent injury or damage to any and all Persons and equipment. Wing walkers shall be in position for the duration of pushback operations.
- b. Prior to Aircraft pushback or tow out, the Person operating the Aircraft shall contact the Air Traffic Control Ground Controller for traffic advisories. Contact ATC for access onto Taxiway A or Ramp Tower for Terminal 2 Aircraft pushbacks.
- c. Any Person pushing Aircraft back from or towing Aircraft out of a Terminal gate from a parking Apron shall give way to other Aircraft already being taxied, towed, or pushed back on the Apron.
- d. Power-back and power-out procedures from a Terminal gate are prohibited without the express written permission of the President & CEO.

**3. Operations**

- a. All Tenants shall ensure departure gate access doors are closed and locked during periods of non-activity.
- b. No Aircraft engines may be run at a Terminal gate unless a sufficient number of attendants are present and properly positioned to prevent any Person, vehicle, or other apparatus from being damaged or injured by operation of Aircraft engines.
- c. Air Traffic Control must be contacted for Terminal 1 movement if an Aircraft requires pushback onto Taxiway A. The Ramp Tower must be contacted for all Aircraft movement on the Terminal 2 Apron. Every Person operating an Aircraft shall exercise extreme caution when maneuvering the Aircraft in any Terminal Apron or gate area.

- d. No Person shall taxi Aircraft between Terminal gates and any Aircraft parked or being repositioned on the Terminal Apron.
- e. Any Aircraft being repaired at a Terminal gate shall be moved immediately upon request of the President & CEO, or designee.

## **G. Ground Operations on the Airport Operating Area (AOA)**

### **I. Pedestrian TSA Regulated Area Access**

- 1. No Persons except the following shall enter any TSA Regulated Area:
  - a. Those having prior authorization pursuant to the Airport Security Program and displaying the appropriate RDU Identification Badge.
  - b. Those under proper escort.
- 2. Tenants responsibilities:
  - a. All Tenants shall ensure the internal security of leased areas, including corporate Aircraft and Aircraft parking Aprons.
  - b. All Tenants shall have in place an approved program to prevent unauthorized access to TSA Regulated Areas or the AOA via their leased or operations area(s).
  - c. All Tenants shall challenge all unidentified and un-badged Persons entering or found in their leased or operating area.
  - d. All Tenants loading or off-loading any passengers shall provide an authorized and badged employee as an escort during passenger loading or off-loading to prevent unauthorized access to both the AOA and Aircraft.

### **II. Starting and Running Aircraft Engines**

- 1. Starting Engines
  - a. Starting, running, or operating Aircraft by Persons other than licensed pilots, licensed mechanics, or student pilots is prohibited.
  - b. Blocks or chocks shall be placed in front of wheels before starting Aircraft engine or engines unless the Aircraft is provided with adequate parking brakes and such brakes are in an applied position.

- c. Aircraft engines may be operated only in places designated by the Airport Authority. Unnecessary engine running is prohibited.
- d. It is prohibited to leave an Aircraft unattended with engines running.
- e. Any entity who positions, starts, or runs-up engines or who taxis an Aircraft is required to exercise due care to assure that propeller slipstream or jet blast will not cause injury to Persons, scatter debris, or damage property on the Airport or in areas adjacent to the Airport.

### **III. Aircraft Engine Run-ups**

#### **1. General Requirements**

- a. It is recognized and acknowledged that run-ups are sometimes necessary to test the performance of engines undergoing maintenance or repair. It is the intent of this section to regulate but not to prohibit necessary run-ups.
- b. It is a requirement of the Airport Authority that Aircraft engine run-ups, other than those made at the Runway end preparatory to takeoff, shall be performed only in such a manner and at such locations and times as will minimize the adverse impact of engine noise on residents of the Airport environs.
- c. No Person shall perform Aircraft engine run-ups on the Airport except in strict compliance with the following regulatory requirements.

#### **i. Turbojet Engine-Powered Aircraft**

- 1) Run-ups of turbojet engine-powered Aircraft shall be performed on the dual Taxiway G and H located between Taxiways C and D and only with the Aircraft positioned such that its fuselage is parallel to Taxiways C and D (perpendicular to the centerlines of Taxiway G and H), its nose pointing toward Runway 5R-23L, and its nose gear on the centerline of the Taxiway H (the easterly centerline).
- 2) If the dual Taxiway G and H is unavailable, run-ups of turbojet engine-powered Aircraft shall be performed on Taxiway F between Taxiway B and

the South Cargo Apron and only with the Aircraft positioned with its fuselage parallel to Taxiway B and the South Cargo Apron, its nose pointing toward the northeast, and its nose gear positioned on the spot designated for Aircraft engine run-ups.

- ii. **Propeller-driven Aircraft, Including Those Powered by Turbine Engines**
    - 1) The requirements for turbojet engine-powered Aircraft described above shall also be applicable to propeller-driven Aircraft, including those powered by turbine engines, whose maximum gross takeoff weights exceed 20,000 pounds.
2. **Power Settings and Time-of-Day Restrictions**
- a. **Run-ups of turbojet engine-powered Aircraft and propeller-driven Aircraft, including those powered by turbine engines, on the dual Taxiways G and H or Taxiway F are restricted as follows:**
    - i. Power settings above 50 percent of maximum-rated power are permitted only between 7:00 a.m. and 10:00 p.m. local time each day and are expressly prohibited at all other times.
    - ii. Power settings between 0 percent and 50 percent of maximum-rated power are permitted only between 6:00 a.m. and 12:00 a.m. (midnight) local time each day and are expressly prohibited at all other times.
    - iii. No run-ups of these same Aircraft at any power settings are permitted between 12:00 a.m. (midnight) and 6:00 a.m. local time each day.
3. **Exception to the Restrictions:**
- a. This exception (paragraph b below) applies only to regional jet Aircraft seating 50 passengers or fewer whose type certificate was issued by the Federal Aviation Administration after 1991.
  - b. FAA-certified mechanics engaged by an Operator of such Aircraft that serve an overnight Aircraft at RDU may perform engine run-ups at power settings up to 100 percent of maximum rated power on not more than five of such Aircraft each night between the hours of 10:00 p.m. and 7:00 a.m. local time. No more than one

run-up of 1 minute maximum duration shall be performed on each Aircraft. Each Aircraft on which an engine run-up permitted by this exception is performed shall have been operated in revenue service on either or both the inbound flight into RDU following whose arrival the run-up is performed or the outbound flight from RDU prior to whose departure the run-up is performed.

- c. Every effort shall be made to complete all such run-ups prior to 12:00 midnight each night.
- d. Run-ups may be performed either in the location specified by the Amended Aircraft Engine Run-ups Policy and Regulations or, alternatively, on the Terminal 2 Aircraft parking Apron at Spot #3 with the Aircraft positioned with its fuselage parallel to the centerline of Runway 5L-23R, its nose pointing southwest, and its nose gear on Spot #3.
- e. The President & CEO reserves the right at any time to terminate or modify the exception if it determines that such action is necessary.

#### **IV. Ground-handling Procedures for Charter Flights**

- 1. All passenger charter flights operated by carriers using Aircraft with maximum gross takeoff weight exceeding 12,500 pounds configured for airline service shall operate from gates and be ground-handled at Terminals 1 and 2, unless otherwise approved by the President & CEO.
- 2. All cargo charter flights operated by carriers using Aircraft with maximum gross takeoff weight exceeding 12,500 pounds shall operate from and be ground-handled at the North Cargo Apron without exception.
- 3. All charter flights except those covered in Paragraphs 1 and 2 above may operate from and be ground-handled at any of the transient general aviation Aprons whose pavement strength is adequate for their accommodation.
- 4. All passengers and cargo charter flight activity, irrespective of the Aircraft used, must be ground-handled and reported to the Airport Authority by the Tenant passenger or cargo carrier, fixed-base Operator (FBO), or ground-handling company authorized by the Airport Authority to operate at RDU.

5. All passenger and cargo air carriers and FBOs must abide by the specific provisions of their operating Agreements with the Airport Authority, including reporting of all requested information on the Monthly Activity Report. Particular attention is to be given to charter activity. Information on all charter flights, including cargo data and Aircraft landed weight, is to be reported on the Monthly Activity Report by each carrier, FBO, or ground-handling company that handles any such flight during the month.
6. All entities authorized by Limited Operating Permits to ground-handle Aircraft shall conduct their activities in strict compliance with the terms of their permits. Handling activities shall be limited to serving only those carriers authorized by those permits and providing that service only in the locations authorized in the permits.
7. All flights that are not routine (i.e., that are not repetitive) in nature, whether nonscheduled flights of carriers authorized to serve RDU or unaffiliated chartered flights, require the prior approval of the President & CEO or designee at least 72 hours prior to arrival at RDU. A Prior Permission Request form must be completed.
8. Any questions regarding these procedures or their interpretation should be directed to the Airport Operations Department.

## **V. Airport Usage Fees**

### **1. Aircraft Parking Fee**

- a. Operators of Aircraft that remain parked for 24 or more consecutive hours on Terminal 1 Apron, Terminal 2 Apron, West Cargo Apron, North Cargo Apron, South Cargo Apron or on any Aircraft Taxiway when employed as an Apron and not subject to the exclusions stated below shall be required to pay to the Airport Authority a parking fee for each 24-hour period or portion thereof. Said parking fee shall be payable in addition to the landing fee in the amount determined as prescribed below.
- b. Aircraft of Tenant-scheduled air carriers, including those of servicing feeder carriers and charter carriers being ground-handled thereby, parked at their assigned gates or parking positions on the subject Aprons; Aircraft parked on any of the general aviation Aircraft Aprons; and Aircraft required to remain on any Apron due to inclement weather or natural disaster shall be exempt from payment of the parking fee.

- c. The amount of the parking fee shall be established at least annually for the fiscal year beginning on April 1 of each year.
    - d. Aircraft, except those exempt from payment of the parking fee, whose Operators wish to park them on any of the subject Aprons will require a Prior Permission Required (PPR) number before being permitted to be parked. Contact an Airport Operations at (919) 840-7510 for assistance and to obtain a PPR.
  - 2. Law Enforcement Security Fee
    - a. Aircraft and FBOs requiring extraordinary or extended security support from the RDU Law Enforcement Department shall be required to pay the Airport Authority a Law Enforcement Security Fee.
    - b. "Extraordinary or extended security support" is defined as assistance required of the Law Enforcement Department that requires the Department's Law Enforcement Officers (LEOs) to perform in a manner or to an extent that clearly exceeds their normal duties or routine. The need for such support shall be determined by the Police Chief in coordination with the Vice President of Airport Operations.
    - c. Support that is subject to this fee includes staffing perimeter gates, escorting vehicles and non-badged personnel, and providing overnight security for high value cargo.
    - d. The Law Enforcement Security Fee shall be based on a minimum of 2 hours' work by each assigned LEO and shall be remitted to the Airport Authority in addition to any applicable Landing and/or Parking Fees. The fee shall be based on a flat-rate fee approved annually by the Airport Authority and charged per hour worked by each assigned LEO, subject to the specified minimum charge.
    - e. Law Enforcement security support shall be scheduled at least 48 hours in advance with the Police Chief at (919) 840-7510.
- VI. Terminal 1, Terminal 2, South Cargo Apron, and Fuel Truck Management
  - 1. Airline Apron Equipment
    - a. Airline Station Managers and Apron Supervisors and/or Managers and their subcontractors shall be responsible for compliance with this section.



- b. When not being actively used to service Aircraft, all baggage carts, Aircraft wheel chocks, and traffic-type cones and/or plastic stanchions used for marking Aircraft safety zones must be stored and maintained in an area within 50 feet of each airline's passenger boarding bridge or inside the Aircraft Safety Area markings of the bridge.
    - i. Equipment found on Aprons outside this prescribed area will be removed by Airport Operations to an equipment impound area. Equipment retrieval shall be coordinated through the Airport Operations Department.
  - c. Aircraft Maintenance equipment shall be stored and/or staged in areas designated by Airport Operations. All stanchions, cones, chocks, Maintenance stands, power carts, and like equipment shall be stored and maintained in designated areas unless in active use at or near an Aircraft.
    - i. Maintenance equipment left on the Apron and not in designated areas will be relocated by Airport Operations to an equipment impound area. The release of impounded equipment must be coordinated through the Airport Operations Department.
    - ii. Unserviceable equipment or equipment not in use shall be kept in Tenant-leased space off the Aircraft Apron.
  - d. All airlines shall remove all excess, unused, or unserviceable Ground Service Equipment from Terminal Aprons. This includes baggage carts, tugs, tow bars, lavatory carts, auxiliary power units, air conditioning units, hard stand steps, ladders, or any other equipment not having purpose on the Aprons.
  - e. All usable equipment on Aprons shall be maintained in good clean working condition.
  - f. Airline equipment and vehicles shall remain clear of all vehicle driving or Service Roads.
2. Fuel Truck Parking and Staging
- a. The Airport Authority has established designated fuel truck parking and/or staging areas on Terminal Aprons. Locations are subject to change as conditions warrant. When changes occur, a Notice will be distributed to applicable Tenants.

- b. All fuel trucks not actively engaged in Aircraft fueling operations will park and remain in designated staging areas while waiting for flights to arrive at an aircraft gate. Unless authorized by the Authority, fuel truck parking shall not be allowed on Terminal Aprons except to fuel aircraft or complete required paperwork
  - i. The maximum parking for fuel trucks on Terminal Aprons for processing paperwork is 10 minutes.
- c. All fueling vehicles shall maintain a minimum of 10 feet of clear space between parked vehicles for accessibility of fire control measures.
- d. A minimum of 50 feet shall be maintained from any parked aircraft or building other than maintenance facilities and garages for fuel servicing tank vehicles.

3. **Violations**

- a. Violators and those noncompliant with fuel truck parking and staging Regulations shall be subject to issuance of a Notice of Violation in accordance with the provisions of these Rules and Regulations.

**VII. Open Flames on Aircraft Parking Aprons**

- 1. Open flames or lighted open-flame devices are prohibited on Aircraft fuel-servicing Aprons within 50 feet of any Aircraft fuel-servicing operation or fueling equipment. Open flame and lighted open-flame devices shall mean lighted cigarettes, cigars, pipes, flame heaters, and liquid, solid, or gaseous devices, including barbeque grills.

**VIII. Foreign Object Debris (FOD)**

- 1. Tenants shall have the following responsibilities:
  - a. Tenants shall make every effort possible to keep trash and debris inside closed containers.
  - b. Tenants shall conduct periodic meetings with their employees to reinforce the danger of FOD on the Aprons.
  - c. Tenants shall make all employees aware of damage FOD can do to Aircraft engines.

- d. Tenants shall instruct their employees to conduct periodic FOD walks to clean and clear Apron areas of potentially Hazardous Materials.
- e. Tenants shall notify the Airport Communications Center when FOD is identified on the Taxiways or Runways.
- f. Tenants shall notify Airport Operations or Maintenance when FOD barrels need attention.
- g. Tenants shall secure cargo containers, baggage carts, and other Apron equipment.

## **H. Airside Motor Vehicle Operating Regulations**

### **I. Purpose**

- 1. The purpose of this section is to promulgate Regulations pertaining to the conduct and operation of vehicles and equipment on the Airside of the Raleigh-Durham International Airport. All Motor Vehicles shall be operated within the Airport's TSA Regulated Area in accordance with the general Rules prescribed herein.
- 2. Furthermore, this Section's purpose is to facilitate vehicle traffic safety within Movement, Non-movement, and TSA Regulated Areas by establishing controls to prevent vehicle incidents and to prevent vehicle Incursions in the Aircraft Movement Area and associated Safety Areas.

### **II. Applicability**

- 1. These Rules and Regulations apply to all Persons operating or traveling in a Motor Vehicle or equipment within TSA Regulated Areas or Movement Areas of the Airport. These Rules and Regulations are in addition to applicable Ordinances of the Airport Authority and laws of the State of North Carolina and the United States that remain in full force and effect. In case two or more Rules, Regulations, or laws cover the same subject, all shall be given effect. Except in case of irreconcilable conflict, the rule, regulation, or law having the most stringent requirement shall govern.

### **III. Vehicle and Equipment Requirements**

- 1. All vehicles and equipment operating within Movement Areas or Safety Areas must have written approval from the President & CEO or designee.

2. **All Tenant and subtenant vehicles and equipment operating within Movement or Safety Areas shall be escorted by an Airport Authority vehicle. Vehicles not requiring an escort are as follows:**
  - a. **Vehicles owned by the Federal Aviation Administration (FAA) and operated by employees thereof, provided the Operator is trained and certified by the Airport Authority to operate within the Movement Area**
  - b. **Approved Vehicles transiting the Service Road that crosses the east end of Taxiways C and D**
  - c. **Aircraft repositioning between Terminal 1 Apron and South Cargo 3, General Aviation Apron and Taxiways G and H, and Terminal 2 Apron and South Cargo Apron using the most expedient route possible, provided a licensed mechanic or an airline qualified Person trained in operating in the Movement Area is in the cockpit maintaining direct communications with the Control Tower**
3. **All Airport Authority escort, FAA, and other approved vehicles operating within the Movement and Safety Areas shall be equipped with two-way radios capable of contact with the Control Tower on the proper ground (121.9) or tower (127.45) control frequency and with an amber strobe light or amber rotating beacon that is clearly discernable from the Control Tower.**
4. **Radio contact with the Control Tower shall be limited to those activities essential to safety. Operators shall use standard phraseology. All Operators shall read back all ATC instructions.**
5. **Clearance from the Control Tower is mandatory for vehicle operations within Movement Areas or Safety Areas except as specified in a Letter of Agreement between the Authority and the Control Tower.**
6. **Motor Vehicles and equipment without two-way radio contact with the Control Tower and amber lights may operate within Movement Areas and/or Safety Areas only as follows:**
  - a. **If accompanied by and under control of an Airport Authority vehicle having such radio communications and lighting capability**
  - b. **By Persons specifically authorized by the President & CEO or designee and by pre-arrangement with the Control Tower**

7. **No Person shall operate or cause to be operated any Motor Vehicle or equipment within TSA Regulated Areas unless such vehicle or equipment is properly insured in accordance with insurance requirements established by the Airport Authority and an original certificate of insurance is on file with the Airport Authority.**
8. **Each Motor Vehicle or equipment operating on the Airside shall have an Airport Authority–approved distinctive color or paint scheme, a Decal, or company name applied to both sides of the vehicle or equipment in a location opposite the front seat or an Airport Authority–issued vehicle pass. For Motor Vehicles or equipment without front doors, such identification shall be applied to the panels in front of the doors.**
  - a. **The name of the company or Tenant shall be spelled out in letters not less than 1½ inches in height.**
  - b. **Company logos or symbols used shall be at least 7½ inches in diameter when not accompanied by approved lettering and be clearly visible from a distance of 100 feet.**
  - c. **Magnetic or removal Decals are not acceptable.**
9. **A valid North Carolina license plate is not required for a Motor Vehicle or equipment operated solely within TSA Regulated Areas.**
10. **All Motor Vehicles shall be equipped with two working headlights and one or more red taillights. Headlights are to be of sufficient brilliance to ensure safety in driving at night. All lights shall be on between Sunset and Sunrise unless the Motor Vehicle is in a designated parking area.**
11. **All Motor Vehicles shall be equipped with two reflectors approved by the U.S. Department of Transportation on the front, rear, and each side (front and rear) of the vehicle.**
12. **No Motor Vehicle or equipment shall be operated within TSA Regulated Areas of the Airport if it is constructed, equipped, loaded, or in such a state of disrepair as to endanger Persons or property.**
13. **No Person shall operate any “off-Airport” non-Tenant Motor Vehicle within TSA Regulated Areas (Security Identification Display Area [SIDA]/Secured Area) that has not apply for an RDU Airside vehicle permit with the Airport Operations Department’s ID Office. Contact the ID Office for additional information on vehicle, vehicle markings, and insurance requirements.**

14. No Person shall operate a Motor Vehicle within Movement Areas or Safety Areas without an amber strobe light, amber rotating beacon, or an appropriately sized and colored checkered flag that is clearly discernible from the Control Tower.
15. Aircraft Rescue and Fire Fighting (ARFF) vehicles and Airport Operations and Law Enforcement vehicles shall display flashing lighting of the appropriate color when responding to safety or security incidents within Movement Areas or Safety Areas.

#### **IV. Operator Requirements**

1. The Operator of a Motor Vehicle must possess a valid Motor Vehicle Operator's license issued by officials of his or her state of residency before he or she can obtain Apron or Movement Area driving privileges for operation of a Motor Vehicle or equipment within the TSA Regulated Area.
2. The Operator of a Motor Vehicle or equipment within the SIDA must hold a valid driving permit for the TSA Regulated Area issued by the Airport Operations Department's badging office or be under escort by an approved vehicle as listed in the Airport Security Program.
3. The Operator of a Motor Vehicle or equipment within the SIDA must possess and display on his or her Person a valid SIDA Badge issued by the Airport Authority.

#### **V. Vehicle and Equipment Operations**

1. All vehicles and equipment shall travel in a single lane of traffic only (in each direction) when operating on Service Roads.
2. Vehicles and equipment shall stay on paved surfaces except when involved in airfield Maintenance, mowing, or construction projects requiring off-pavement travel.
3. All vehicles and equipment shall use access and Service Roads to the maximum extent possible.
4. Vehicles equipped with catalytic converter equipment shall not be operated in the vicinity of fuel spills. No vehicle shall be driven through a fuel spill.
5. No vehicles or equipment transporting Flammable Liquids or materials shall drive through any passage way under a building.

6. **Vehicle Operators shall meet Occupational Safety and Health Administration (OSHA) requirements when operating vehicles.**
7. **Only Baggage Carts, emergency response, Airport Authority, and authorized contracted vehicles shall be permitted to use baggage corridors.**
8. **No vehicle or equipment shall be left running while unattended.**
9. **No Person shall operate a trailer or semi-trailer unless it is equipped with proper brakes so that when disengaged from a towing vehicle, neither propeller slipstream, jet blast, or wind will cause it to become free rolling.**
10. **No Person shall operate towed equipment unless such equipment has positive locking couplings.**
11. **All equipment shall be returned to its assigned parking position immediately after each use.**
12. **No Person shall abandon any Motor Vehicle or equipment in an unauthorized or non-leased area. The vehicle or equipment will be subject to being towed at the Owner's expense.**
13. **Enclosed Baggage Carts used for the purpose of transporting luggage or cargo shall have all openings closed and secured while the cart is in tow.**
14. **All Baggage Carts or pieces of equipment being towed shall have reflectors or fluorescent tape on both sides and the rear.**
15. **No Person shall operate an Aircraft-servicing vehicle or equipment on Aprons unless the Aircraft to be serviced has come to a complete stop at its designated loading position.**
16. **No Person shall back up a Motor Vehicle larger than an automobile or pick-up truck unless a guide is positioned outside said vehicle to assist the Operator thereof.**
17. **No Person shall tow more than four Baggage Carts at a time.**

#### **VI. Right of Way Rules**

1. **Emergency vehicles operating under emergency conditions shall have the right of way over all other Motor Vehicles operating on the Airport.**

2. On Aprons, Motor Vehicles operating in support of air carrier operations and in the immediate vicinity of Aircraft being serviced shall have the right of way over administrative and Maintenance vehicles.
3. Maintenance and construction vehicles shall have the right of way while operating within designated routes specifically approved by the President & CEO for each instance of repair or extensive construction.
4. All vehicles except for Emergency Vehicles operating under emergency conditions shall relinquish right of way to any Aircraft operating under their own power. Taxiing Aircraft always have the right of way. This includes Aircraft with flashing red anti-collision lights on that are preparing to taxi or are being pushed back from the gate.
  - a. Aircraft always have the right of way. Yield to Aircraft at all times. Do not drive in front of an Aircraft that is moving, about to be moved, or being pushed away from the gate. Do not cause an Aircraft to stop, slow, or alter its course. This also applies to Aircraft under tow.
5. All vehicles except for Emergency Vehicles operating under emergency conditions shall pass to the rear of any Aircraft operating under its own power at a safe distance to avoid jet blast.
  - a. Vehicle Operators shall exercise extreme caution when traveling behind running Aircraft engines, particularly engines of wide-bodied Aircraft.
  - b. At no time is a vehicle or equipment to be driven within 100 feet of the exhaust of a jet Aircraft when the engines are running. This distance shall be 200 feet for wide-bodied Aircraft.
  - c. When Aircraft engines are running at high power, such as during Maintenance runs, taxiing, or takeoff, vehicles and equipment shall stay well clear until the run has subsided or the Aircraft has departed.
6. Driving under any portion of any Aircraft is prohibited except for vehicles in the act of servicing Aircraft.
7. No Person shall drive a Motor Vehicle under a passenger loading bridge.

## **VII. Speed Restrictions**

1. No Person shall operate a Motor Vehicle or equipment within Movement Areas and TSA Regulated Areas at a speed or in a manner, and without



due cause and care, so as to endanger or likely endanger any Person or property within the movement and TSA Regulated Areas.

2. No Person shall operate a Motor Vehicle or equipment at a speed in excess of 5 miles per hour (mph) when within 20 feet of a parked Aircraft.
3. No Person shall operate a Motor Vehicle or equipment on Aircraft parking Aprons at a speed in excess of 15 mph.
4. No Person shall operate a Motor Vehicle or equipment in excess of 25 mph on vehicle service or access roads.
  - a. Emergency response vehicles responding to actual or simulated emergencies may exceed maximum speed limits provided safety is not compromised.
5. No Person shall, while operating a Motor Vehicle or equipment within TSA Regulated Areas, engage in any speed competition with another vehicle or other vehicles and/or equipment Operator.

#### **VIII. Other Moving Restrictions**

1. No Person operating a Motor Vehicle or equipment shall cross between passenger loading gates and Aircraft during enplaning or deplaning operations unless the situation is an emergency requiring such passage.
2. No Person operating a Motor Vehicle or equipment shall cut across the work area of another Tenant when a marked travel lane is provided. Operators of Motor Vehicles and equipment are to remain on Service Roads and in designated Traffic Lanes when provided.
3. No Person shall operate a Motor Vehicle or equipment within TSA Regulated Areas while under the influence of intoxicating liquors, narcotic drugs, or other controlled substances.
4. Extreme caution shall be exercised when overtaking and/or passing another vehicle or other vehicles or equipment traveling in the same direction within TSA Regulated Areas.
5. No Person shall operate a Motor Vehicle or equipment within TSA Regulated Areas if his or her forward vision is obstructed by an extended superstructure or load.
6. No Person shall operate a Motor Vehicle or equipment within TSA Regulated Areas loaded with more passengers than the vehicle is designed to carry.

7. **No Person shall operate a Motor Vehicle or equipment within TSA Regulated Areas unless all posted regulatory signs and traffic signals and all directions from the Control Tower, Airport Authority, or any Law Enforcement Officer charged with traffic control and enforcement are obeyed.**
8. **No Person shall operate a Motor Vehicle or equipment, not approved by the Authority, within TSA Regulated Areas for the purpose of making one-time deliveries unless such Vehicle or equipment is escorted while within TSA Regulated Areas.**

**IX. Motor Vehicle or Equipment Parking Restrictions**

1. **No Person shall park a Motor Vehicle or equipment on Aprons or elsewhere in TSA Regulated Areas except at such points as may be designated by the President & CEO, or designee.**
2. **Any equipment not imminently needed for repairs or construction of a Runway or Taxiway shall not be parked within Safety Areas. Equipment shall not be parked within the Airport Operating Area during hours when repairs or construction are not in progress, closer than 200 feet from the edge of any Runway, or 75 feet from the edge of any Taxiway or Apron. Equipment in use within Safety Areas shall be marked by flags not less than 3 feet square made of alternating 1-foot squares of white and orange aviation cloth and by obstruction lights when applicable during the hours of darkness.**
3. **No Person shall park Aircraft or Motor Vehicles on active Taxiways except with the prior authorization of the President & CEO, or designee.**
4. **No fuel truck shall be parked closer than 50 feet to a building, structure, or facility or parked closer than 10 feet to another fuel truck.**
5. **No Person shall park a Motor Vehicle or equipment in a manner that interferes with the use of any fire hydrant, fire extinguisher apparatus, fire lane, or fuel shut-off switch.**
6. **No Person shall park a Motor Vehicle or equipment inside the Airport Operating Area within 10 feet of the security perimeter fence.**
7. **No Person shall park a Motor Vehicle or equipment so as to interfere with Aircraft operations, emergency equipment operations, or Motor Vehicle operations.**
8. **Whenever feasible, all Motor Vehicles and equipment shall be parked in a manner that permits departure from parking areas in a forward direction.**

9. Any Motor Vehicle or equipment parked in violation of these restrictions shall be subject to being towed at the Owner's expense.

**X. Accident or Incident Reporting Requirements**

1. The following types of accidents or incidents must be reported immediately to the Airport Communications Center at (919) 840-2111:
  - a. Any Aircraft crash, fire, or emergency situation.
  - b. Any accident involving a Motor Vehicle or equipment within the Airport Operating Area and TSA Regulated Areas.
  - c. Any accident involving an Aircraft and a Motor Vehicle or equipment.
  - d. Any security gate entrance or other portal observed standing open and/or unsecured:
    - i. The individual initiating the report shall remain at and monitor the open access portal until a Police officer, Operations officer, or RDU Maintenance arrives.
  - e. Any fuel spill unless the fuel spill meets all the following criteria:
    - i. The spill can be absorbed (cleaned up) and is not larger than a spill pad 16 inches by 20 inches, and
    - ii. The spill does not enter a Stormwater conveyance (drain, ditch, channel, etc.), or contact soil, and
    - iii. Is incidental to normal fueling operations.

**XI. Miscellaneous Non-moving Regulations**

1. No Person shall discard any object from any Motor Vehicle or equipment, either standing or in motion, at any time, other than in areas designated for litter, trash, or debris collection.
2. No Person shall clean, repair, maintain, or overhaul any Motor Vehicle or equipment other than in an area approved by the President & CEO.
3. The Aircraft Rescue and Fire Fighting and Airport Operations Departments are authorized, without prior notice, to inspect for fire hazards and unsafe flammable conditions on all Airport property.

4. Any Foreign Object Debris (FOD), trash, or refuse deposited or observed on Service Roads or Aircraft parking Aprons shall be removed immediately by the parties responsible.
5. The President & CEO or designee may inspect and declare unfit for use on the Airport any Motor Vehicle or equipment that does not comply with requirements for safety and efficiency of Airport operations.
6. All construction sites, alterations, or excavations adjacent to Movement Areas shall be barricaded and lit with flashing obstruction lights of sufficient visibility and intensity to outline the area in question.
7. Emergency conditions existing on the Airport shall not mitigate or cancel any existing rule. During such conditions, all Operators of Motor Vehicles and equipment shall make certain their vehicles or equipment do not move in any direction that could interfere with any authorized operations necessary for the effective control of the emergency condition.
8. Under emergency conditions and by specific orders of the President & CEO or Law Enforcement, traffic may be detoured, halted, or diverted in any manner to maintain safe and efficient operations.
9. All Persons within TSA Regulated Areas shall comply with all lawful orders or directives of Airport Authority staff charged with the enforcement of these Rules and Regulations.
10. No Person shall conduct Aircraft-fueling operations unless proper grounding and/or bonding connections are made prior to making fueling connections. These shall be maintained until fueling connections have been removed. Bonding and grounding connections shall be disconnected in the reverse order of connection. The fuel Operator shall remain at the equipment controls at all times.
11. Anyone gaining access to TSA Regulated Areas via an electric gate shall comply with the following procedures:
  - a. Wait until the gate is fully open before entering.
  - b. Enter and wait until the gate is fully closed to ensure no unauthorized entry.
  - c. Not permit anyone to enter that is not authorized to be in the TSA Regulated Area.
    - i. If someone enters TSA Regulated Areas forcibly or in an unauthorized manner, the license number of the vehicle

shall be recorded and reported to the Airport Communications Center immediately at (919) 840-2111.

- d. Never lock the gate in the open position via key or vehicle.
12. All gates, entrances, or portals shall be closed or barricaded immediately after passage by the user. The user is responsible for any unauthorized entry from the time of usage until the gate or entrance is secured. No Tailgating is permitted without the user making a physical, hands-on examination of the second Motor Vehicle Operator's security authorization to determine that valid, authorized entry is being gained.

## **XII. Cleaning and Maintenance of Aircraft, Vehicles, and Ground Support Equipment**

- 1. The Airport Authority permits limited Aircraft, equipment, and vehicle washing on Airport premises as follows:
  - a. The National Pollutant Discharge Elimination System (NPDES) Permit authorizes named co-permittees of the permit to discharge vehicle wash water into the Airport Authority stormwater system as long as the co-permittee complies with permit requirements. Only co-permittees and their authorized subtenants and contractors may discharge authorized wash water into the Airport Authority storm-water system. Tenants that are co-permittees are responsible for ensuring that their subtenants and contractors conduct washing activities in accordance with the Authority's Stormwater Pollution Prevention Plan (SPPP) required by the permit.
  - b. The Airport Authority prohibits all Aircraft, equipment, and vehicle washing at individual hangars in the General Aviation area. Flow from floor drains inside hangars goes to the Airport Authority sanitary sewer system, which discharges into the Town of Cary wastewater treatment facility. Exceptions to this regulation will be considered by the President & CEO on a case-by-case basis
  - c. Specific Requirements:
    - i. Aircraft:
      - 1) The General Aviation Wash Rack located on the General Aviation Apron west of the executive

corporate hangar is to be used to wash General Aviation Aircraft only.

- a) No other equipment, vehicle, appliance, or any other item will be washed such that waste flow enters the wash rack drain system.
  - b) Co-permittees must wash the exteriors of Aircraft, with the longest dimension of the Aircraft not exceeding 60 feet, only within the confines of the General Aviation wash rack (i.e., the concrete drainage pad).
  - c) No detergents or solvents may be used to wash Aircraft exteriors at the General Aviation Wash Rack.
- 2) Each Co-permittee must use its Authority-issued RDU Identification Badge to activate the wash rack. By-passing this card-swipe procedure is a violation of permit requirements and will be considered a violation of this directive. Co-permittees are prohibited from using the wash rack for any purpose other than washing of Aircraft.
  - 3) Co-permittees must wash all Aircraft with a wingspan exceeding 60 feet on impervious surfaces where wash water can be contained, collected, and recycled or transported off Airport premises for disposal at a permitted wastewater treatment facility. All resulting sludge or residue must be managed in accordance with all State and Federal hazardous waste-management Regulations.
  - 4) Washing contractors that have formal Agreements to conduct washing for co-permittees must have an operating Agreement with the Airport Authority.
- ii. Ground Service Equipment:
- 1) Co-permittees may wash Ground Service Equipment (GSE) that does not have any exposed engines, motors, or other machine parts, including

**all tugs, tractors, hydrant carts, and refueling trucks.**

- 2) No detergents or solvents may be used to wash GSE. Furthermore, wash water must pass through a properly operating oil-water separator before discharging into the Airport Authority storm-water system.**
- 3) Co-permittees may not wash GSE if the equipment has exposed motors, engines, or other machine parts. Incidental wash water may spray through the engine cover or grill while washing the exterior of GSE; however, spraying water directly through the engine cover or grill constitutes engine cleaning. Engine cleaning must comply with requirements below.**

**iii. Passenger and Utility Vehicles:**

- 1) Washing cars, Buses, trucks, and Airport Authority ARFF vehicles is allowed but restricted. Co-permittees may wash these vehicles' exteriors and discharge wash water into the Authority storm-water system in accordance with requirements of the permit, which among other requirements specifies that co-permittees use minimal amounts of wash water and biodegradable detergents with a pH between 6 and 9 standard units. Washing of and/or performing maintenance on personal vehicles is prohibited on Airport premises.**

**iv. Engines, Motors, and Machine Parts:**

- 1) Discharge of wash water associated with cleaning engines, motors, or other machine parts into the Airport Authority storm-water or sanitary sewer systems is prohibited. Engines, motors, or other machine parts must be washed on impervious surfaces where wash water can be contained, collected, and recycled or transported to off Airport premises for disposal at a permitted wastewater treatment facility. All sludge or residue resulting from washing engines, motors, or other machine parts must be managed in accordance**

with all State and Federal hazardous waste-management Regulations.

- d. Washing contractors that have formal Agreements to conduct washing for co-permittees must have an operating Agreement with the Airport Authority.

## **I. Aircraft Fueling Operations and Spill Protection**

### **I. Aircraft Fueling Certificate Requirements**

1. All fueling company employees who conduct Aircraft fueling services are required to attend the Airport Authority–sponsored fuel training certification safety and awareness course every twelve consecutive months from the date of the first attended course. The safety and awareness courses are conducted by the Airport Authority’s Aircraft Rescue and Fire Fighting staff on a monthly basis.
  - a. Fuel-servicing employees who have not received the safety and awareness course within a twelve consecutive month period will not be permitted to fuel Aircraft until completion of the certification course.
2. New employees will have 30 days to complete the required safety and awareness course and will be issued a temporary fueling permit that expires 30 days after issuance. Once the course is completed, employees authorized to conduct fueling operations will be issued a fuel-training permit valid for twelve months.
3. The fueling permit must be carried at all times while performing fueling operations.
4. Individuals failing to receive this required training and found to be conducting fuel services are subject to being issued a Notice of Violation (NOV) and having their RDU Badge suspended. In addition, individuals receiving a NOV for fueling infractions shall be required to take the certification course again prior to conducting any fueling operations.

### **II. Fuel Farm Operations**

1. Fuel vendors are required to submit their into-plane ticket summaries no later than 12 p.m. each day for the previous day’s fueling activities. Any disbursements occurring after midnight will be posted the next day. These ticket summaries will be the basis on which fuel owned by an air



carrier is transferred to the fueler. Fuel Farm Operations will be responsible for posting and verifying these daily calculations.

2. Fuel vendors shall immediately notify the Airport Authority of any changes in their fueling equipment fleet. The Airport Authority will electronically provide monthly fuel reconciliations to all fuel Owners in the System no later than the fifth of each month for the prior month's fuel activities (including receipts, disbursements, and transfers). Individual fueling tickets will not be maintained or tracked by the Airport Authority. Air carriers and their into-plane contractor(s)/fuelers will be responsible for reconciliation of fuel tickets among themselves.
3. The Fuel Farm System is not intended for strategic or long-term storage of fuel inventories by any Owner of fuel. Should the Airport Authority determine, at its sole discretion that a fuel Owner is conducting long-term storage activities, said Owner shall be subject to appropriate remedial actions up to and including fuel storage fees and termination of fuel farm privileges.
4. Air carriers will not be permitted to withdraw fuel (including ground products, glycol, etc.) from the System in excess of their current fuel inventory. Should a fuel Owner request the Airport Authority to transfer fuel to another Owner in the System, the party initiating the transfer shall pay a transfer fee to the Airport Authority. Transfers will be made only if and when staff is available to do so.

### **III. Return-to-Bulk (RTB) Fuel Operations**

1. Return-to-bulk (RTB) operations performed into RDU fuels storage shall not consist of any defueled product from any Aircraft and shall not be suspected or show visible signs of contamination. Fuel must be clean and conform to Aviation Turbine Fuel Standards (in accordance with ASTM 1655).
2. All RTB operations must be coordinated with the RDU Fuel Facility. A representative from RDU Fuel Facility Maintenance shall perform a visual inspection of fuel being offloaded prior to RTB operations being performed.
3. Into-plane vendors' representative and/or Operators will confirm that the above actions are being followed to meet requirements of Air Transport Association Specification 103, chapter 2, section 2-1, paragraph 6.

**IV. Aircraft Fueling Operations on Terminal 2 Apron**

1. Authorized aircraft fuelers providing fueling services to aircraft operating at Terminal 2 are required to use the fuel hydrant systems (fuel pits) when refueling Aircraft positioned at the Terminal 2 passenger boarding gates. Into-plane fuel dispensing shall be accomplished by the use of fuel hydrant carts or hydrant trucks.
2. Off-gate refueling by fuel trucks is permitted provided the Aircraft is not in close proximity to a hydrant pit that can be accessed by a hydrant cart or hydrant truck. Aircraft remaining overnight and parked at remote locations away from the terminal gates may also be fueled through the use of tankers or trucks.
3. To ensure maximum utilization of the fuel hydrant system, fueling companies shall ensure they have adequate hydrant carts or hydrant trucks available to support all contracted air carrier fueling operations that include into-plane fuel services.
4. There may be instances where fueling of aircraft has to be accomplished at the terminal gates by the use of fuel trucks. Those instances are:
  - a. The fuel hydrant system malfunctions to a point where it can no longer dispense fuel or is completely out of service.
  - b. The aircraft pressure fueling system (single point) is inoperable and requires above wing fueling operations.
  - c. When a need arises to defuel when the Aircraft has been overfilled and is awaiting departure.

**V. Suspending Aircraft Fuel-servicing Operations Due to Lightning in the Vicinity**

1. Aircraft fuel-servicing operations shall be suspended when a lightning strike is recorded within 3 miles of the Airport.
  - a. The Airport Authority through the Airport Communications Center shall notify all aviation fuel-service operators of the following:
    - i. To stop fueling operations for a minimum of 5 minutes
    - ii. To resume fueling operations 5 minutes after the last lightning strike within 3 miles of the Airport or when lightning is reported as no longer a threat to safety

- b. Fuel-servicing agencies, upon notification by the Airport Communications Center that lightning is in the area, shall stop all fuel-servicing operations until further notice is given.
  - i. Fuel-servicing agencies, upon notification by the Airport Communications Center that lightning is in the area, may resume fuel-servicing operations when notified that lightning is no longer a threat in the area.

## **VI. Fuel Spills and Clean Up**

1. When fuel spill clean-up is conducted on Airport property using workplace employees, such employees shall have, at a minimum, completed the training requirements of the following:
  - a. 29 CFR 1910.38(a) (Employee Emergency Plans and Fire Prevention Plans)
  - b. 29 CFR 1910.134 (Respiratory Protection)
  - c. 29 CFR 1910.200 (Hazardous Communication)
  - d. Other appropriate safety and health training made necessary by tasks that are expected to be performed, such as personal protective equipment (PPE) and decontamination procedures
2. All equipment to be used in performance of clean-up work shall be in serviceable condition and shall have been inspected by the user prior to use.
3. Drums and containers used during clean-up shall meet appropriate U.S. Department of Transportation, Occupational Safety and Health Administration, and Environmental Protection Agency regulations for wastes that they contain.
  - a. Fuel volatility may be a major factor in the initial severity of the hazard created by the spill. Spills of gasoline and low flash-point turbine fuels greater than 10 feet in any dimension and covering an area of more than 50 square feet or that are of a continuing nature should be blanketed with foam. Such fuels should not be washed down sewers or drains.
  - b. Spills of kerosene grades of aviation fuels (Jet A) greater than 10 feet in any dimension and covering an area of more than 50 square feet or that are of a continuing nature may be blanketed with foam if there is a danger of ignition. If there is no danger of

ignition, an absorbent compound or emulsion-type cleaner may be used to clean the area.

4. Each fueling agent on the Airport shall maintain a portable fuel containment and clean-up kit. The contents of the portable kit must be capable, at a minimum, of containing and cleaning a fuel spill equal to 55 gallons. The kit must be rapidly deployable to all Terminal gates and other Apron parking locations serviced by the fueling agent. Each fueling agent is also responsible for maintaining sufficient quantities of readily available bench stock material to contain and clean up all fuel spills or be prepared to call and pay a hazardous waste disposal company to do so for them.
5. Each fueling agent shall certify annually, to the Authority's Planning and Environmental Department during the first quarter of the calendar year, in writing to the President & CEO or designee that all agency personnel who dispense fuel have been trained in accordance with requirements contained in 29 CFR 1910 to contain and clean up jet fuel and aviation gas fuel spills. The certification should also state which agency provided the training and the date of training.
6. A non-reportable release is a release that:
  - a. Can be absorbed (cleaned up) and is no larger than one 16 inch by 20 inch spill pad, and
  - b. Does not enter a Stormwater conveyance (i.e., drain, ditch, channel) or contact soil, and
  - c. Is incidental to normal fueling operations.
7. Releases meeting all of the criteria described in paragraph 6 above do not need to be reported as a spill. If there is any doubt, the release should be reported as a spill.
8. For any questions on fuel spill, contact the Environmental Program Administrator or Airport Operations.
9. The spiller is responsible for spill clean-up. The spiller is also responsible for contacting the Airport Communications Center at (919) 840-2111 for all reportable spills. The Incident Commander may also direct the Airport Communications Center to contact Wake County Emergency Management if the spill condition warrants a notification.

**J. Reserved****K. Terminal Operations****I. Introduction and Overview**

1. These Terminal Operating Standards are a compilation of important routine operating requirements for Concessionaires and Tenants at RDU. These standards address operational issues from how to apply for a Security Badge to merchandise deliveries to unit cleanliness and maintenance. While these standards are not all-encompassing, the Airport Authority believes they are an important tool for Concession and Tenant Managers as they interact and operate at RDU.

**II. Authority Leasing Staff**

1. The Airport Authority plans, organizes, develops, implements, and directs revenue-generating opportunities and functions at the Airport. These functions are accomplished through various Authority Departments and include Business Development, Information Services, Marketing, Parking, and the Properties Departments.
2. The Concession Program is managed by the Business Development Department. The Business Development Department identifies potential business opportunities and develops Airport businesses engaged in generating non-airline revenue at the Airport and develops Terminal concession and rental car programs that delivers a world-class customer experience.
3. Contact the Properties and/or Business Development Department staff with any questions about these standards, lease issues, or how to address operational concerns at the Airport.

**III. Premises**

1. Premises include the area in the Terminal buildings or on-Airport property specifically assigned and leased to a Tenant or Concessionaire as documented in the signed lease between the Airport Authority and the Tenant/Concessionaire. The assigned space(s) is to be used for the provision of merchandise and services as specified in the lease as permitted uses. Activities other than those specified in the lease are not allowed. The lease should be referred to for other information regarding the use of public areas and other operating rights.

2. Tenants and Concessionaires shall ensure that all of their furnishings and fixtures are contained within their premises. Concessionaires shall not place merchandising fixtures beyond the lease line designating the start of the leased premises for each concession unit. The President & CEO, or designee, may permit a Tenant or Concessionaires to place an approved free-standing sign(s) in the hallway and/or concourse beyond the lease line. In this case, only the approved sign(s) may be placed in the designated area for the sign. All other signs or fixtures are subject to removal and disposal by the President & CEO or designee, without notice.

#### **IV. Tenant and Concessionaire Maintenance to Premises**

1. Tenants, Concessionaires and any subtenants are responsible for maintaining their premises in good repair and keeping them in a clean and orderly condition. In cases of an emergency, Airport Authority personnel will respond to identify the cause of the emergency and contact the Tenant or Concessionaire to make the necessary repairs. Should the necessary emergency repairs be the responsibility of the Airport Authority, Airport Authority personnel will make the repairs at no cost to the Tenant/Concessionaire, except in cases where the conditions requiring repair were caused by the Tenant/Concessionaire's negligence. In situations of Tenant/Concessionaire negligence or when the Airport Authority has had to make immediate emergency repairs that are the responsibility of the Tenant/Concessionaire, the Airport Authority shall invoice the Tenant/Concessionaire for the cost of all labor and materials to make the repair.
2. Tenants and Concessionaires are responsible for obtaining any necessary permits to perform Maintenance in the premises from Wake County and the Airport Authority. When plans and/or specifications for the Maintenance items to be performed differ from plans and/or specifications originally approved by the Airport Authority for the premises, the changes must be re-submitted to the Authority for approval.
3. Cleanliness:
  - a. Tenants, Concessionaires and any subtenants shall maintain generally accepted industry standards of cleanliness and health sanitation in the premises and any other leased areas. Tenants and Concessionaires shall employ sufficient Maintenance and janitorial personnel and provide necessary equipment to keep the premises and all furniture, furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times. Tenants and Concessionaires shall ensure

that all equipment, walls, floors, counters, and other surfaces are cleaned and sanitized frequently; that kitchen, serving, and employee areas are cleaned daily; and that floors and/or carpets are cleaned and/or vacuumed, including spot and steam cleaning, as needed. Tenants and Concessionaires shall be responsible for cleaning and sanitizing all tables, chairs, walls, carpets, floors, counters, decorations, displays, windows, food preparation and storage areas, lavatories located within the facilities, and the periodic waxing and buffing of floors in a manner and by such techniques that are acceptable to the Airport Authority.

- b. Tenants and Concessionaires shall keep premises and surrounding areas free of debris, garbage, packing material, soiled dishes, soiled flatware, soiled linen, or soiled cleaning supplies originating from the Tenant/Concessionaire or its subtenant's operations or customers. Access doors to storage rooms or cabinets must remain closed at all times if such rooms or cabinets are visible to the public. Seating areas within and contiguous to the premises shall be monitored to ensure that they are kept orderly, that tables and chairs are clean and properly aligned, and that dishes, trays, and other materials that may be hazardous are stored in food storage, preparation, or service areas. Tenants and Concessionaires shall ensure that all of their employees and any subtenant employees conform to personal hygiene and food-handling requirements established by local, State, and Federal laws or Regulations. Tenants, Concessionaires and any subtenants shall ensure that boxes, cartons, barrels, pallets, or other similar packing containers do not remain within view of public area.

#### 4. Pest Control

- a. Tenants, Concessionaires and any subtenant(s) shall take appropriate action to exterminate and prevent the presence of rodents and other vermin. Complaints concerning pests or suspected pest problems shall be immediately referred to the Tenant/Concessionaire. Tenants and Concessionaires must maintain a contract for pest-management services with a licensed pest-control company to provide services in its leased/concession units and storage facilities. Garbage, trash, rubbish, and other refuse must be stored in rat-proof and insect-proof containers inside the premises or storage areas and must be removed from the Terminal building at least daily. Pest-control boxes shall not be visible to customers. All pest-control measures shall meet Airport and local health and safety requirements.

**5. Facility Maintenance Responsibilities**

- a. Prior to beginning any repair, replacement, or remodeling work, the Tenant/Concessionaire shall notify the President & CEO or designee in writing of what type of repairs, replacements, or remodeling work it intends to do and must secure written approval from the President & CEO or designee before beginning any such work. All repairs, replacements, or remodeling to the premises done by or on behalf of the Tenant/Concessionaire shall be of first-class quality in both materials and workmanship and shall be equal to or better than the original materials and workmanship. The President & CEO, or designee, shall be the sole judge of the quality of the repairs, replacements, or remodeling performed. All repairs that require a building permit also require prior written approval of the President & CEO. In the event of an emergency repair situation, the Tenant/Concessionaire must notify the President & CEO as soon as possible, and, following such notice, the President & CEO, or designee, may inspect the repair work and require alterations if the repair is not satisfactory. Except in emergency situations requiring immediate response or for repairs costing less than \$2,000, all repairs must have the prior written approval of the President & CEO. All repairs shall conform to the Airport Authority's design standards and all applicable Rules and Regulations of any local, State, or Federal authority having jurisdiction over construction work performed on the premises.

**6. Equipment and Facility Maintenance**

- a. Tenants and Concessionaires shall at all times have the capability to make emergency repairs or replacements to equipment used in the premises within 2 business days of identifying a need for such repairs or replacement. A preventive and ongoing Maintenance program shall be provided as follows either through an onsite employee or a contractor:
  - i. To thoroughly check all equipment used in the premises on a monthly, quarterly, and/or semi-annual basis to ensure that operation, safety measures, and sanitation are met.
  - ii. To immediately correct equipment and/or facilities that do not meet these standards.



- b. Maintenance and repairs should not be performed in view of customers. Customer-facing equipment should be repaired after business hours.

**7. Maintenance-related Submittals to the Airport Authority**

- a. Tenants and Concessionaires shall maintain complete and accurate records of periodic Maintenance performed on any equipment used in the premises. Said records shall be made available to the Airport Authority upon request. Tenants and Concessionaires shall be responsible for submitting the following forms and/or reports to the Airport Authority from time to time as stipulated in the lease:
  - i. Documented preventative Maintenance work
  - ii. Environmental incident reports
  - iii. Health inspection reports
  - iv. Kitchen exhaust, hood, and/or louver inspections and/or cleaning reports
  - v. Backflow preventer valve inspections
  - vi. Other information as required

**V. Tenant and Concessionaire Construction and Improvements**

**1. Tenant and Concessionaire Construction**

- a. Tenants, Concessionaires and subtenant(s) must comply with their lease requirement to obtain prior written approval of the President & CEO to perform any structural or non-structural alterations to Airport property.
- b. The permitting process is designed to ensure that all construction is compatible with present and future Airport facilities, assign responsibilities, ensure compliance with other jurisdictions' requirements, meet Airport Authority standards for design, and assist Tenants and Concessionaires with timely and safe completion of their projects.
- c. Tenants and Concessionaires must follow the permitting procedures required by the Airport Authority. A copy of these

procedures can be obtained from the Business Development and/or Properties Department.

#### **VI. Hazardous Materials**

1. Tenants, Concessionaires and any subtenant(s) shall not handle, store, generate, create, dispose, transport, or discharge any hazardous substance on, about, or from the premises. This restriction shall not apply, however, to a Tenant's/Concessionaire's/subtenant(s) use of ordinary office and janitorial supplies that are available over the counter for common use by members of the general public so long as such use is in small quantities for normal cleaning activities and is in compliance with all environmental laws.

#### **VII. Compliance With Law**

1. Tenants, Concessionaires and any subtenant(s) shall be responsible for full compliance with all local, State, and Federal laws, Ordinances, Regulations, and orders relative to the leasing, use, operation, repair, and Maintenance of the premises in addition to Rules and Regulations established by the Airport Authority, the Wake County Fire Marshal, the Transportation Security Administration, or other governing entities. Tenants, Concessionaires and any subtenant(s) shall promptly remedy any violation of any such law, Ordinance, Rule, Regulation, or order that comes to its attention, including the payment of penalties, fines or other fees resulting from non-compliance. Tenants, Concessionaires and any subtenant(s) shall notify the President & CEO on the same business day of any notices of violation received.

#### **VIII. Airport Authority Responsibilities**

1. Airport Security Information
  - a. The Airport Authority provides security directives to Tenants and Concessionaires through security bulletins. Tenants and Concessionaires are responsible for maintaining security bulletins information and for training and updating their employees on the security Rules of the Airport, as they are amended.
2. Identification Badges
  - a. The Airport Authority requires all Persons employed at the Airport to display openly an Airport Authority-issued Airport Identification Badge at all times when working in a Security Identification Display Area. The ID Badging Office requires names

and sample signatures of Persons authorized by each Tenant and Concessionaire to sign Airport Identification Badge applications. The list of signatures will be kept on file in the ID Badging Office, and signatures will be compared to those appearing on applications.

**b. Identification Badge Application**

i. Airport Identification Badge application forms are supplied to Tenant and Concession Managers and employees by the ID Badging Office. The Airport Authority shall bill the Tenant/Concessionaire quarterly for the cost of the first Badge for each employee.

ii. The ID Badging Office is located on the third floor of the Operations Center; phone (919) 840-7517. Its hours of operations are Monday through Friday 8:00 a.m. to 5:00 p.m.

1) The ID Badging Office is closed on holidays.

iii. To obtain an Identification Badge, applicants must complete an application and provide proof of identification. Employees who require access to the concourse after the security checkpoint closes or who access the concourse through an alternate method must have a Security Identification Display Area (SIDA) Badge.

**c. Employee Termination**

i. Tenants and Concessionaire are responsible for notifying the ID Badging Office of any employee dismissal or resignation immediately after its occurrence and for ensuring that any terminated or resigning employee surrenders his or her Airport Identification Badge. If an employee is terminated and the Badge is not recovered (especially if the employee has been issued a SIDA Badge or terminated for cause), the ID Badging Office should be contacted immediately, regardless of the time of day or night, at (919) 840-7510. For each SIDA Badge that a Tenant/Concessionaire fails to return, the Authority will charge a penalty fee.

**3. Access to Tenant and Concession Spaces**

- a. **Valid Airport Identification Badges are required for all Tenant and Concession employees to work at the Airport and for all employees to access any area located Airside of the security checkpoint. Employees are required to display their Airport Identification Badge at all times.**
- b. **Under no circumstances shall an employee allow another person to use his or her Airport Identification Badge for entry into TSA Regulated Areas. Misuse of Airport Identification Badges is a violation of Federal Regulations and may result in the Transportation Security Administration (TSA) taking civil action against the employee.**
- c. **Access During Checkpoint Operations**
  - i. **When the employee and/or passenger screening checkpoint is open, employees along with any merchandise they are transporting must submit to screening to access the concourse. Employees may not carry prohibited items through the employee/passenger screening checkpoint. Employees escorting contractors and/or vendors through the employee/passenger screening checkpoint must ensure contractors and/or vendors comply with the list of permitted and prohibited items.**
  - ii. **All employees who are departing the Airport on a commercial flight must use the passenger screening checkpoint.**
- d. **Access When Checkpoints are Closed**
  - i. **Tenant and Concessionaire employees who have been issued SIDA Badges are permitted to access the concourse using TSA Regulated Area entry access doors. Access from public areas to TSA Regulated Areas is accomplished through the use of the Airport Identification Badge and by entering the Badge-holder's personal identification number (PIN) in card-access readers adjacent to TSA Regulated Area entry doors. SIDA-badged employees may escort contractors and/or vendors to the Tenant/Concession space through TSA Regulated Area entry doors; however, the escorting employee is responsible for continuously meeting all escort requirements.**

**4. Key and Cores to Premises****a. Keys for Premises**

- i. The Airport Authority controls all keying and re-keying of locks in the interior and exterior of Terminal buildings, including locks for premises leased by Tenants and Concessionaires. The Airport Authority also controls duplication of keys. These tasks will be performed by Airport Authority staff or a licensed and bonded locksmith hired by the Airport Authority. The Airport Authority uses a core and key system for all Tenant and Concession units in both Terminals. There is a master key system for all Authority-keyed spaces. Tenant cores may not be installed in any doors, except cabinet and/or fixtures doors. The Airport Authority will work with each Tenant/Concessionaire to develop a core schedule. The Tenant contractor will provide and install initial cores. The Airport Authority will provide keys in accordance with the core schedule.**
- ii. The Airport Authority charges Tenant and Concessionaires to replace cores compromised by lost keys. Replacement costs vary by type and quantity of cores required, if cores are pinned by the Airport Authority. If a core to a secure or TSA Regulated Area door is compromised due to a high loss of keys by Tenant/Concessionaire's employees, as determined by the President & CEO, the Tenant/Concessionaire may be charged the cost to re-core and replace keys. Key and core charges may vary at the discretion of the President & CEO, or designee. Core changes at the request of Tenant/Concessionaires will be at the Tenant/Concessionaire's expense, including actual costs plus administrative charges. Large jobs may require the cores to be manufactured. In those cases, the actual cost plus Airport Authority administrative costs will be charged to the Tenant/Concessionaire.**
- iii. All requests for keys or core changes shall be submitted using the Key/Core Request Form to the ID Badging Office at the Airport Authority for processing.**
- iv. Master Key Policy**

- 1) The Airport Authority has master keys that will be used to access Tenant/Concessionaire premises during after-hours emergencies. If the Airport Authority accesses a Tenant/Concession unit, the Airport Authority will notify the Tenant/Concessionaire the following business day. The Airport Authority will also access Tenant/Concessionaire's premises to conduct routine inspections and Maintenance to the base building and utility systems. Such inspections will be done with Tenant/Concessionaire coordination.

v. Lock-Out Procedures

- 1) In the event a Tenant/Concessionaire's employee is locked out of his or her premises, the employee should contact Central Communications at (919) 840-7510 or (919) 840-7511. The Airport Communications Center will verify that the employee is authorized to access the premises and, if necessary, contact the Tenant/Concessionaire's Manager for said verification. Any employee gaining access to the premises in this manner will be required to sign a waiver. Airport Operations Personnel will open the premises using a master key. In the event of a lockout, replacement keys should be obtained from the ID Badging Office during normal business hours.

vi. Locks And Security Systems

- 1) Tenants and Concessionaires shall not install any additional locks or security systems of any kind on doors (other than cabinet and/or fixtures doors) or windows in the premises or Terminal buildings without the prior written consent of the President & CEO.

5. Emergencies

a. Airport Communications Center

- i. The Airport Communications Center provides emergency communication and dispatch functions for the Airport's Police, Fire, Operations, and Maintenance departments.

For protective and emergency services, call Police Emergency, Fire/Medical Emergency, or Airport Operations at (919) 840-2111.

- ii. For non-emergency contact with the Airport's Police, Fire, Operations, and Maintenance departments, call the Airport Communications Center at (919) 840-7510 or (919) 840-7511 for non-emergencies or (919) 840-2106 for non-emergency Maintenance.

**b. Medical Emergencies**

- i. The Authority's Aircraft Rescue and Fire Fighting Department has trained and equipped Emergency Medical Technicians who are on duty 24 hours a day to handle any and all medical emergencies. For fire and medical emergencies, call (919) 840-2111.

**c. Fire Emergencies**

- i. In case of fire, Tenants and Concessionaires should be familiar with and instruct all employees in the following procedures:

- 1) Evacuate the area in accordance with an evacuation plan posted in the premises.
- 2) For direct fire or medical assistance, call (919) 840-2111.
- 3) Attempt to fight the fire with a portable fire extinguisher only if:
  - a) You have been trained in the use of a fire extinguisher; and
  - b) The Fire Department has already been notified; and
  - c) You can do so without exposing yourself to injury or the possibility of becoming trapped in the fire.

**6. Security and Safety**

- a. Airport Police and Tenant/Concession Security





- a. **Construction and alteration of Terminal buildings, concourses, and roadways is routine to meet the demands of the traveling public, and the Airport Authority reserves the right to develop or improve the Airport as necessary. During construction, remodeling, expansion, relocation, Maintenance, and repair of the Airport, Tenants and Concessionaires should expect some inconvenience including noise, dust, vibration, and changes in access. The Airport Authority will take action necessary to ensure the safety and protection of all employees and merchandise as it is able. Should any Tenant or Concessionaire experience extraordinary unworkable conditions related to construction, they should contact the Airport Authority immediately. The Airport Authority will attempt to remedy the situation or minimize the construction impact. Tenants and Concessionaires agree, in accordance with terms of the lease, that no liability shall attach to the Airport Authority related to such inconvenience and waive any right to claim damages related to the construction activity.**

## **8. Employee Parking**

- a. **Parking for Tenant and Concessionaire employees is provided on a space-available basis in the employee parking area and is provided for use in common with the employees of other Airport Tenants, Concessionaires, airlines, and other users of the Airport.**
  - i. **Tenant and Concessionaire employees are prohibited from using the employee parking lot for anything other than business use.**
  - ii. **Tenant and Concessionaire employees are prohibited from using the Airport parking garage during work periods without written approval of the President & CEO.**
  - iii. **Tenant and Concessionaire employees will not share, transfer, or reproduce their employee parking lot access card for use by an unauthorized Person.**
- b. **Tenants and Concessionaires must obtain parking credentials from the Airport Authority Parking Department for each employee who parks in employee and/or Manager parking lots. Access to employee and Manager parking lots requires an Airport Badge and parking credentials. Tenants and Concessionaires are liable for all employee parking fees.**

- i. The Parking Department is located on the first floor of the Operations Center; phone (919) 840-2140. Its hours of operations are Monday through Friday 8:00 a.m. to 5:00 p.m.
  - 1) The Parking Department is closed on holidays.

## **IX. Tenant and Concessionaire Responsibilities**

### **1. Hours of Operation**

- a. Approval for temporary closure of a Concessionaire's unit for an extended period for conducting an audit, remodeling, Maintenance, or conducting inventory purposes must be approved in writing by the President & CEO or designee at least 30 days prior to the commencement of the closure, or in accordance with the terms of the concession agreement.
- b. Temporary store closures for employee breaks, even if there is only one person on duty, are prohibited per the lease. Staffing for all breaks must be covered through the use of other, qualified staff. Concessionaires must notify the President & CEO or designee immediately in the event there is a curtailment of hours or closure as a result of an emergency, strike, lockout, or other cause.

### **2. Staffing and Management**

- a. Concessionaires are responsible for operation of all locations covered in its lease, including subtenant locations. Concessionaires shall ensure that a satisfactory number of qualified and properly trained personnel and competent and experienced supervisory personnel, cashiers, and clerical staff are employed and on duty to operate the concession in an efficient manner during all operating hours.
- b. The Concession Manager shall be available onsite during the majority of operating hours. When not on the premises, the Manager shall appoint an assistant Manager with authority to act on the Manager's behalf and/or the ability to contact the Manager to promptly respond to customer or Authority concerns.

### **3. Employee Conduct**

- a. All concession personnel should wear an assigned Airport Identification Badge and a Concessionaire's identification

nameplate displaying the name of the employee and the name of the Concessionaire at all times.

- b. Concessionaires shall ensure that all of their employees, agents, and contractors will conduct business without being loud, noisy, boisterous, offensive, or having an objectionable manner and ensure that no illegal acts or violations of Airport Rules and Regulations or provisions of the lease are taking place. The use of alcohol or other intoxicants and the use of improper language are prohibited. The Airport Authority has the right to object to the conduct, demeanor, or appearance of any employee of the Concessionaire or subtenant. Concessionaire shall take all steps reasonably necessary to remedy the cause of the objection.

#### 4. Promotional Signs

- a. With the written approval of the President & CEO, or designee, Concessionaires may be permitted to install signs external to the leased premises. Sign approval shall be requested in writing and be accompanied by a detailed rendering or drawing of the proposed sign and any other information requested by the President & CEO, or designee.

#### 5. Deliveries

##### a. Delivery Hours

- i. The President & CEO or designee reserves the right to specify set delivery times for merchandise deliveries. Merchandise must not impede customer access to the store or customer movement inside the store.

##### b. Delivery to the Terminals

###### i. Landside Delivery Docks

- 1) One authorized landside vendor delivery zone is located adjacent to each Terminal building. All vehicles using the delivery zones must be prominently marked with a company name and/or logo on both sides of the vehicle.

###### ii. Airside Delivery Zones

- 1) Airside access delivery zone for Terminal 1 is located on the south end of the Terminal facility.

Access delivery zones for Terminal 2 are located on the Apron level of the Terminal 2, Concourse C and Concourse D. All vehicles using the delivery zones must be prominently marked with a company name and/or logo on both sides of the vehicle. All vehicles accessing Airside delivery zones will be inspected prior to entry into TSA Regulated Areas.

2) Airside Access

- a) Delivery Drivers that do not have Airside driving privileges require an escort. These Drivers must be escorted by a properly badged Airport employee.

c. Storage and Delivery of Merchandise in Terminals

i. Transport of Goods and Merchandise

- 1) All goods should be packaged in containers that prevent damage or leakage during transport. Goods may be required to pass through x-ray inspection units or be subject to inspection at any time. While transporting merchandise, products, trash, and refuse associated with operating the Tenant's/Concessionaire's business to and from the premises, the Tenant/Concessionaire shall use only those delivery and receiving routes established by the Airport Authority and shall use only carts, vehicles, or conveyances that are sealed and leak-proof. Delivery carts must be equipped with wheels suitable for operating on carpeting or terrazzo without causing damage. Under no circumstances may delivery carts be taken onto the public escalators and moving walkways.

ii. Tenant and Concession Support Spaces

- 1) Tenant and Concession support spaces are rooms designated for receiving, storing, and distributing Concessionaires' and other Tenants' goods within the Terminals. Concessionaires and Terminal Tenants may not leave merchandise, carts, unused fixtures and/or equipment, and/or other property

**outside of leased spaces in concession support spaces.**

**2) Approved Uses of Storage Areas**

- a) Tenant and Concession support storage areas may be used for activities that relate to the Tenant/Concessionaire's business at the Airport. These activities may include storage of inventory and materials, dry goods storage, walk-in coolers, mobile coolers, storage of fixtures, and any use specified in the storage area lease. Activities prohibited in storage areas include use as office space and storage of merchandise not related to Airport operations. The Tenant/Concessionaire is responsible for providing pest control within the leased area. The Tenant/Concessionaire is also responsible for sweeping, cleaning, and maintaining its leased storage area(s).**

**3) Safety In Storage Areas**

- a) Tenants and Concessionaires must avoid the following prohibited activities in storage areas:**
- i) Storage of Hazardous Materials**
  - ii) Storage that blocks entry/exit door or access to fire-safety equipment**
  - iii) Storage within 18 inches of the ceiling in a building with sprinklers (in compliance with the North Carolina State Building Code)**
  - iv) Storage within 24 inches of the ceiling in a building without sprinklers (in compliance with the North Carolina State Building Code)**

- v) Storage of trash, boxes, or other materials that should be disposed of properly rather than stored
- vi) Improper storage of flammable and combustible liquids and aerosols

iii. Fire Safety In Storage Areas

- 1) The Wake County Fire Marshal periodically inspects all Airport facilities for compliance with fire standards described in the North Carolina State Building Code. Tenants and Concessionaires are responsible for complying with all inspections, including remedying any fire code violations noted by the Fire Marshal. Tenants and Concessionaires that fail to remedy fire code violations may be subject civil penalties levied by the Fire Marshal.
- 2) When a Fire Marshal inspection is coordinated through the Airport Authority, the Airport Authority will provide a copy of the fire inspection record to the Tenant/Concessionaire via facsimile, email, or hand delivery. When a Fire Marshal inspection is coordinated through the Tenant/Concessionaire, the Tenant/Concessionaire must provide a copy of any and all fire inspection records to the Airport Authority on the day of the inspection via facsimile, email, or hand delivery. Any inspection that occurs that does not result in a written notice must be documented in writing by the Tenant/Concessionaire and reported to the President & CEO on the day of inspection via facsimile, email, or hand delivery. A copy of compliance documentation by the Tenant/Concessionaire and re-inspection documentation from the Fire Marshal must also be provided to the President & CEO on the day of inspection via facsimile, email, or hand delivery.

6. Garbage and Recycling Removal

- a. All Tenants and Concessionaires are required to properly dispose of their own garbage and recycled materials. The Airport Authority's janitorial service contractor is not responsible for any

Tenant or Concessionaires' garbage and recyclables. The Airport Authority will provide for hauling and disposal of solid waste and recyclables away from Terminal buildings.

- b. **Garbage Disposal and Disposal Sites**
  - i. Tenants and Concessionaires are responsible for gathering, sorting, and transporting all garbage daily to the Airport Authority's designated disposal site closest to the premises or to another disposal site. Tenants and Concessionaires shall place garbage in trash containers and items to be recycled in recycle containers. Tenants and Concessionaires shall take all reasonable measures to reduce the amount of garbage generated by requiring suppliers to remove non-essential wrapping, containers, and other packaging and to use recyclable materials for essential packaging. The temporary storage or disposal of garbage in places other than designated garbage and recyclables containers is not permitted. Dumping of boxes or other materials, particularly in or near storage areas and access hallways, is prohibited.
  - ii. Disposal of used grease is not permitted in garbage or recyclable containers. Used grease must be removed from the Terminal and be recycled. Tenants and Concessionaires must comply with the requirements of the Fats, Oils, and Greases Plan/Program (obtained from the Business Development and/or Properties Department) with regards to recyclables and grease.
  - iii. Contact the Business Development and/or Properties Department for designated garbage and recycle disposal sites.
- c. **Recycling Program**
  - i. Tenants and Concessionaires shall maximize participation in the Airport Authority's Airport-wide recycling program. All recyclable materials should be placed into recycle containers and not placed in with garbage. All garbage should be placed in trash containers.
  - ii. The following materials are not recyclable and should not be deposited in Airport Authority recycling containers:

- 1) Hazardous substances
- 2) Cans and other containers used to store paint, oil, solvent, cleaning fluids, and other hazardous liquids
- 3) Unclean paper, including wax-coated paper, paper that is soiled with food, paper with plastic covers, polystyrene foam (such as Styrofoam) containers, and plastic films/wraps

## **X. Commercial Advertising**

### **1. Purpose**

- a. This section sets forth requirements of the Airport Authority with respect to advertising on Airport property. This requirement shall not be construed to limit or restrict the Authority's ability to identify, inform the public, or promote RDU's facilities, services, or Tenants or otherwise market the Airport.
- b. The Authority considers advertising to be a means to generate revenue, protect and enhance the image of the Airport and the region it serves, and contribute to a positive air travel experience.
- c. Advertising is recognized as an essential part of airport concession, information and identity programs, and must be developed aesthetically consistent with the Airport's design and architecture without interfering with operational efficiencies and safety. A balance between airport advertising and other informational systems must be maintained in order to preserve visual continuity and avoid clutter and message overload.
- d. Advertising is defined as any commercial message displayed through auditory or visual communication systems. Advertising does not refer to facility way-finding, informational, or Tenant identification signs.

### **2. Terminal Buildings**

- a. Within the Airport Terminal buildings, all advertising in public and common-use spaces that is designated for use by the Airport Authority's in-Terminal advertising Concessionaire shall be carried out through the advertising program managed by that Concessionaire. Advertising in public and common-use spaces that is not designated for use by the Airport Authority's in-Terminal



advertising Concessionaire shall be allowed entirely at the discretion of and subject to the judgment of the Authority. Advertising in spaces exclusively or preferentially leased by Tenants shall be restricted to only goods and services offered by the Tenant and only upon the written approval of the Authority. Advertising shall not be placed in any location on the exterior of Terminal buildings, including passenger loading bridges.

- b. All advertisements proposed in the Terminal buildings, no matter where or how placed, are subject to the written consent and approval of the Authority prior to installation.

### 3. Other Authority Buildings

- a. No advertising of any nature shall be permitted within, on the exterior of, or on the grounds of the RDU Center, the Airport Operations Center, the Authority Maintenance Facility, the ARFF Station, the Taxicab or Commercial Ground Transportation Operator Staging Facilities, the Bulk Fuel Farm, or the electrical vaults.
- b. Within the General Aviation Terminal, advertising shall be allowed entirely at the discretion of and subject to the judgment of the Authority. All advertisements proposed in the building, no matter where or how placed are subject to the written consent and approval of the Authority prior to installation. Advertising shall not be placed in any location on the exterior or grounds of the General Aviation Terminal building.

### 4. Other Airport Buildings and Structures

- a. Advertising will not be allowed to be placed in any location on the exterior or the grounds of any other building or structure on the Airport.

### 5. Other Airport Property

- a. Advertising shall be allowed entirely at the discretion of and subject to the judgment of the Authority in Shuttle Bus waiting areas of public and employee parking facilities; on Airport Authority ground transportation Shuttle Buses; in areas designated by the Authority for display of banners; on automated public parking pay-stations; on electronic displays such as information kiosks, video monitors, and pay-station machines; on Internet website(s) maintained by the Authority; and in other

areas as may be designated by the Authority & CEO from time to time. All advertisements proposed, no matter where or how placed are subject to the written consent and approval of the Authority prior to installation.

**6. Prohibitions**

- a. No advertising of any nature is allowed along roadways, walkways, pathways, landscaped areas, or other grounds of the Airport, unless prior approval has been received from the Authority. This includes political candidate advertisements, real estate advertisements, merchandise and service availability, employment-opportunity signs, and billboards of any nature.
- b. Advertisements containing flashing messages or which are illuminated by strobe or laser lighting, whether inside or outside any building or structure, are prohibited.
- c. Advertising referring to tobacco, alcohol, or prohibited substances; containing political, religious, sexual, or social content; or otherwise deemed inappropriate for the Airport environment is prohibited.

**7. Temporary Advertising Signs**

- a. Temporary signs that may be considered advertising in nature may be used by Authority and Airport Tenant contractors during construction periods to identify projects, work sites, contractors, and work in process as specified in Authority-approved contract documents.
- b. Other temporary signs that may be considered advertising in nature may be allowed subject to prior review and written approval by the Authority.

**8. General**

- a. Notwithstanding any of the preceding, the Authority reserves the right to refuse any advertisement in any form at any time in any location for any reason, whether or not stated.

**XI. Common Use Gate Assignment Regulations**

1. The regulations provided in Appendix C are intended to promote and facilitate the efficient use of Common Use Gates and Common Use Equipment and to accommodate increased service by all Airlines while

ensuring the equitable treatment of all Airlines. Any Airline using a Common Use Gate or any Common Use Equipment will be required to comply with the procedures, rules and provisions of Appendix C applicable to its' use of such facilities.

## **L. Motor Vehicle and Ground Transportation Operations**

### **I. Scope and Applicability**

1. This section describes general Rules and operating procedures for all Motor Vehicles and ground transportation operations for private, public, and commercial transportation on Airport property that are not part of the Airport Operating Area (AOA).

### **II. Regulations Applicable to All Motor Vehicles**

1. This section describes Rules and Regulations for vehicles operating in public areas or on roads outside the AOA but within Airport boundaries, including speed limits, rules for pedestrian rights-of-way, curbside parking restrictions, public parking rules, vehicle accident procedures, and abandonment of vehicles

### **III. Traffic and Parking**

1. *Chapter 11. "Traffic and Parking"*
2. *Section 11-0. Designation of Streets and Roadways*
  - a. *The Raleigh-Durham Airport Authority (the "Airport Authority") hereby names and designates the streets, drives and roadways upon the property constituting Raleigh-Durham International Airport (the "Airport") in accordance with the names shown on a map entitled "Terminal Area Map."*
3. *Section 11-1. Installation of Parking and Traffic-control Devices*
  - a. *The Airport Authority shall locate, place, and maintain upon the Airport property and roadways parking and traffic-control signs, signals, and devices of the appropriate kind when and as required to make effective the provisions of this Ordinance.*
  - b. *All parking and traffic-control regulatory signs, light signals, and other devices shall conform to the specifications approved by the North Carolina Department of Transportation, Division of Highways, in the latest editions of the "Manual on Uniform Traffic*

*Control Devices” and the “North Carolina Supplement to the Manual on Uniform Traffic Control Devices.” All signs, signals, and other devices required hereunder for a particular purpose shall be uniform, so far as practicable, as to type and location throughout the Airport. Once erected or painted on a roadway or other location in accordance with this Ordinance, all parking and traffic control regulatory signs, light signals and other devices shall be considered “official” and effective from the date of installation forward.*

4. **Section 11-2. Obedience to Traffic-control Devices**
  - a. *All persons shall obey any official parking and traffic-control regulatory sign, light signal, or other device placed pursuant to this Ordinance, unless otherwise directed by a law enforcement or Airport Authority traffic control officer, subject to exceptions granted in this Chapter for authorized emergency, law enforcement, or other Airport Authority vehicles and for specially permitted work vehicles.*
5. **Section 11-3. Altering or Defacing Traffic-control Devices**
  - a. *No person shall, without lawful authority, attempt to or in fact alter, deface, injure, knock down, or remove any official parking or traffic-control sign, signal, or device, or any part of it, located on the property of the Airport Authority.*
6. **Section 11-4. One Way Traffic**
  - a. *Upon those roadways designated as “ONE WAY” roadways via official traffic-control regulatory signs or devices, vehicular traffic shall move only in the indicated direction; provided that street-cleaning vehicles authorized by the Airport Authority may proceed in either direction on one-way roadways while actually engaged in cleaning activities, and fighting equipment, police, and other emergency vehicles may proceed in either direction on one-way roadways when responding to an emergency.*
  - b. *The Airport Authority may from time to time designate certain roadways as one-way roadways. A listing of these one-way roadways shall be maintained by the Airport Authority, but actual traffic-control regulatory signs and devices in place on Airport Authority property shall have control over any such listing.*
7. **Section 11-5. Parking and Stopping Prohibited on Roadways**

- a. *It shall be unlawful for any person to stop or park any vehicle upon a roadway in such manner or under such conditions as to obstruct the free movement of vehicular traffic, except in zones designated herein where parking and stopping are expressly permitted and except as may be necessary to obey traffic signs, signals, or other devices or the directions of a law enforcement or Airport Authority traffic control officer. Any person or vehicle that violates this Section 11-5 shall be subject to a civil penalty of \$50. In addition, any vehicle parked or stopped in violation of this Ordinance on Airport property shall be subject to immediate towing to a secure location. Any person who fails to immediately comply with the order of a law enforcement or Airport Authority traffic control officer to move an improperly parked or stopped vehicle may be issued a citation for violation of this section, and such person's vehicle shall also be subject to immediate towing to a secure location.*
8. **Section 11-6. No Parking Zones**
  - a. *When official signs are erected or painted on the roadway or in parking lots or structures designating areas as "NO PARKING" zones, no person shall park a vehicle within such designated areas. Any person or vehicle that violates this Section 11-6 shall be subject to a civil penalty of \$50, and any such improperly parked vehicles shall also be subject to immediate towing to a secure location.*
9. **Section 11-7. Loading/Unloading Zones**
  - a. *When signs are erected or painted on the roadway giving notice of a "Loading/Unloading Zone," no person shall at any time stop or park any vehicle within any area designated as a "Loading/Unloading Zone" for any period of time other than for the expeditious loading or unloading of passengers and baggage, and then only for a period not to exceed 5 minutes. No driver shall leave his or her vehicle unattended by a licensed driver in a "Loading/Unloading Zone." Any person or vehicle that violates this Section 11-7 shall be subject to a civil penalty of \$50, and any such improperly parked or stopped vehicle shall also be subject to immediate towing to a secure location.*
10. **Section 11-8. Baggage Pickup Zone**
  - a. *When signs are erected or painted on the roadway giving notice of a "Baggage Pickup Zone," no person shall stop or park a vehicle*

*for any purpose or period of time within any area designated as a "Baggage Pickup Zone" other than for the expeditious loading of baggage, and then only for a period not to exceed 5 minutes. No driver shall leave his or her vehicle unattended by a licensed driver in a "Baggage Pickup Zone." Any person or vehicle that violates this Section 11-8 shall be subject to a civil penalty of \$50, and any such improperly parked or stopped vehicle shall also be subject to immediate towing to a secure location.*

**11. Section 11-9. Commercial Vehicle Zones**

- a. *When signs are erected or painted on the roadway giving notice thereof, no person shall at any time stop or park any vehicle, other than a commercial vehicle authorized and permitted to do so by the Airport Authority, within any area designated as a "Commercial Vehicle Zone" for any purpose or period of time. Such zones may include areas designated for use by rental car buses, hotel shuttles, Authority and other public transportation vehicles, limousine services and other ground transportation service providers authorized by the Authority to use the Commercial Vehicle Zones. Any person or vehicle that violates this Section 11-9 shall be subject to a civil penalty of \$50 and any such improperly parked or stopped vehicle shall also be subject to immediate towing to a secure location.*

**12. Section 11-10. Taxicab Zones**

- a. *When signs are erected or painted on the roadway giving notice thereof, no person, other than the operator of a taxicab, shall at any time stop or park any vehicle, other than a taxicab authorized and permitted to do so by the Airport Authority, within any area designated as "Taxicab Zone" for any purpose or period of time. Any person or vehicle that violates this Section 11-10 shall be subject to a civil penalty of \$50, and any such improperly parked or stopped vehicle shall also be subject to immediate towing to a secure location.*

**13. Section 11-11. Handicapped Zones**

- a. *When signs are erected or painted on the roadway giving notice thereof, no person, other than the driver of a vehicle properly displaying a current handicapped operator license plate and/or placard, shall at any time stop or park any vehicle within any area designated as a "Handicapped Zone" for any purpose or period of time. Any person or vehicle that violates this Section 11-11 shall be*

*subject to a penalty of \$250, and any such improperly parked or stopped vehicle shall also be subject to immediate towing to a secure location.*

**14. Section 11-12. Limited Duration Parking**

- a. *When signs are erected or painted on the roadway giving notice thereof, no person shall at any time stop or park any vehicle within the designated area for more than the specified number of minutes, and if said signs so designate, no person other than customers or invitees of the Airport Authority shall park therein. Any person or vehicle that violates this Section 11-12 shall be subject to a civil penalty of \$50, and any such improperly parked or stopped vehicle shall also be subject to immediate towing to a secure location.*

**15. Section 11-13. Employee Parking**

- a. *When signs are erected or painted on the roadway giving notice thereof, no person, other than one holding an active permit issued by the Airport Authority, shall at any time stop or park any vehicle within an area designated as "Private Parking" or "Employee Parking" for any purpose or period of time. Any person or vehicle that violates this Section 11-13 shall be subject to a civil penalty of \$50, and any such improperly parked or stopped vehicle shall also be subject to immediate towing to a secure location.*

**16. Section 11-14. Designation by Airport Authority**

- a. *From time to time the Airport Authority shall designate areas as constituting the zones contemplated by Sections 11-6 through 11-13 above. The Airport Authority shall direct the installation of regulatory signs and other traffic control devices clearly identifying the areas falling within each of the designated zones. The Airport Authority also shall maintain a listing of these zones, but the actual regulatory signs and other traffic control devices in place in Airport property shall have control over any inconsistency with any such listing. All Airport Authority law enforcement and traffic control officers shall be empowered to assess the civil penalties specified herein upon the owners and/or operators of vehicles who violate any provision of this Chapter and/or to order the vehicle to be moved by the driver or towed to a secure location in accordance with the specific provisions of this Ordinance.*

**17. Section 11-15. Public Parking Lots and Structures**

- a. *It shall be unlawful for any person to stop or park any vehicle upon any part of the Airport except as expressly permitted by this Chapter. Except as may be specifically designated by the Airport Authority from time to time and marked with signs expressly permitting public parking, parking for the public is provided on Airport property only in controlled access parking lots and parking decks operated by the Airport Authority. For stopping or parking in any area other than in the parking decks and parking lots designated for public parking, a violator of this Section 11-15 shall be subject to a civil penalty of \$50. For stopping or parking in the drive lanes or in any other area in the parking decks and/or public parking lots not specifically designated for parking, a violator of this Section 11-15 shall be subject to a civil penalty of \$50. In addition to Airport Authority law enforcement and traffic control officers, Airport Authority Parking Department personnel shall be authorized to issue \$50 civil penalties to persons and/or vehicles that violate this section and/or to order the vehicle to be towed to a secure location.*
- b. **Contractual Terms and Conditions of Entry of Airport Public Parking Lots and Structure**
- i. This section contains terms and conditions upon which the Airport Authority operates its public parking lots and structure (the "Car Parks"). By entering and using the Car Parks, the customer enters into a contract with the Airport Authority upon these terms and conditions. If the customer does not accept these terms and conditions, the customer must not enter these Car Parks or must exit immediately upon entry.
- ii. All customers of Car Parks must:
- 1) Collect and retain the parking ticket issued upon entry to the Car Park; or
  - 2) If the customer entered the Car Park by presenting a credit card or other access code, and did not collect a ticket or one was not issued, the customer must ensure that the same credit card or code is made available at the time the customer's vehicle exits the Car Park.
- iii. Payment of applicable fees for use of the Car Park is made at the time of exit. Car Park fees are calculated on an



- hourly and/or daily basis from the time of entry, with the exception of the General Aviation facilities. The General Aviation facilities are based on a flat fee rate.
- iv. The Airport Authority may not permit the vehicle to exit the Car Park until:
- 1) A valid parking ticket is presented to the attendant and the applicable fee is paid;
  - 2) A valid parking ticket is accepted by automated payment machine and the applicable fee is paid;
  - 3) A valid parking ticket is accepted by an exit verifier device and the applicable fee is paid;
  - 4) A valid Airport Authority parking credential is presented to the attendant or accepted by an exit verifier device; or
  - 5) A valid parking ticket is accepted by an attendant, an automated payment machine, or an exit verifier device together with an accepted and valid credit card.
- v. If the customer misplaced the parking ticket issued on entry or does not have the same credit card that was used to enter the Car Park, a "lost ticket" fee must be paid.
- 1) For customers who have entered the main parking garage and are exiting on the same day, an hourly lost-ticket fee will be charged beginning at midnight until the time of exit.
  - 2) Customers who have entered a Park Economy or General Aviation car park facility will be charged the applicable rate for that facility beginning at midnight on the day of entry.
  - 3) For customers who have parked overnight and who have lost their tickets, a lost ticket fee will be generated from the original date of entry based on the license plate inventory at the applicable rate for that Car Park.
- vi. Refunds of Parking Fees

- 1) It is the Airport Authority's policy that refunds for parking fees will be reviewed on a case-by-case basis and administrated according to guidelines set forth in the Airport Authority's "Parking Refund Request Policy." Parking fees are calculated based on the original date and time of a vehicle's entry until the actual date and time of exit of the same vehicle. All parking fees are to be supported by the physical parking ticket data and/or the daily license plate inventory. Customers requesting a refund are required to complete a refund request form in addition to supplying all requested supporting documentation. For a copy of the refund request form or a copy of the policy, contact the Raleigh-Durham Airport Authority Parking Department by telephone at (919) 840-2140, by fax at (919) 840-7650, or by email to [parkrdurefundrequest@rdu.com](mailto:parkrdurefundrequest@rdu.com).
- vii. For safety and security within the Car Parks, the customer must:
- 1) Drive carefully and responsibly in the Car Park;
  - 2) Obey all directional and safety signs in place;
  - 3) Park only in designated public parking spaces and not park in any area which is not designated as public parking;
  - 4) Not cause any obstructions, including parking across or occupying more than one parking space;
  - 5) Not park in a designated handicapped parking space without displaying a current handicapped license plate or permit;
  - 6) Comply with all parking signs, no-parking zone restrictions, and directions issued by the President & CEO or designee; and
  - 7) Comply with all laws and requirements relating to safety and security.

- viii. The Airport Authority may issue Ordinance violations or civil infractions for any illegally parked vehicles within the Car Parks.
  - ix. The customer agrees to use the Car Parks at the customer's own risk. To the extent permitted by law, the Airport Authority does not accept liability for:
    - 1) Damage to the vehicle, whether caused accidentally or by way of vandalism;
    - 2) Theft of or from the customer's vehicle while the vehicle is in the Car Park; or
    - 3) Damage caused by Acts of Nature.
18. *Section 11-16. Removal of Vehicles*
- a. *Order of Law Enforcement or Traffic Control Officer*
    - i. *It shall be unlawful for the owner or driver of any vehicle parked or stopped on the Airport at a place or in a manner prohibited by this Ordinance to fail to move the same upon the order of any law enforcement or Airport Authority traffic control officer.*
  - b. *Towing and Storage of Vehicles*
    - i. *When any vehicle is parked or stopped in any location on the Airport in a manner or at a place prohibited by this Ordinance and the operator is not present with the vehicle, or the operator refuses or neglects to promptly remove the same upon the order of any law enforcement or Airport Authority traffic control officer, or if any such vehicle must be immediately moved for safety and/or security reasons, it may be removed for safe keeping by or under the direction of a law enforcement officer, an Airport Authority traffic control officer, the Airport Authority, or any person acting at the direction of the Airport Authority. The vehicle shall be removed to an area designated by the Airport Authority and held for the account of the owner and/or operator of the vehicle. The Airport Authority shall adopt and maintain a listing of fees that shall be charged to the owner and/or operator (who shall be jointly and severally liable for those charges) for:*

- 1) Tow truck reporting to location;
  - 2) Tow truck hooking up to tow;
  - 3) Use of dolly or other extra equipment required to tow; and
  - 4) Removing the vehicle to a storage area.
- ii. *In addition, a charge for storage of the vehicle shall be assessed at the regular rate charged for storage of vehicles in the remote parking lots; except that vehicles towed from any controlled/public parking area shall be assessed storage charges based on the rate charged in the original parking location.*
- c. *Fees, Charges, and Penalties Constitute a Lien*
    - i. *All civil penalties, administrative fees, towing fees, and storage charges shall constitute a lien upon the vehicle, and no stored vehicle shall be released until all such fees, charges and penalties shall have been paid to the Airport Authority.*
19. *Section 11-17. Speed Limits*
- a. *In all cases, it shall be unlawful for any person to operate a vehicle on the Airport at a speed greater than is reasonable and prudent under the conditions then existing, even if such a speed is less than the maximum posted speed limit. Unless otherwise posted via a sign or other traffic control device, it shall be unlawful to operate a vehicle in excess of 20 miles per hour on any road on Airport property. Specific speed limits shall be established by recommendation of the Airport Authority and shall be designated upon the Terminal Area Map, which shall be maintained in the office of the Airport Authority. Changes to the Terminal Area Map shall be submitted to the Airport Authority Board for its approval. All speed limits shall be effective when appropriate regulatory signs or other traffic control devices giving notice thereof have been erected upon the affected streets and roadways and shall remain effective until such time as the signs are modified or removed by the Airport Authority, in conformity with approved changes to the Map. Speed limits established upon the Airport may range from a low of 10 miles per hour, to not more than 55 miles per hour.*

- b. *The Airport Authority shall be empowered to make any temporary changes to these listings to reflect either any safety, security, or emergency conditions or changes in the layout of the Airport's road system.*
  - c. *Speed limits established under this section are established pursuant to the power granted to local governmental authorities to regulate the operation of Motor Vehicles on local roadways in Section 141 of Chapter 20 of the North Carolina General Statutes. Any law enforcement officer may issue a uniform traffic citation for a violation of this Section 11-17.*
20. *Section 11-18. Operation of Motor Vehicles on Other Airport Property*
- a. *It shall be unlawful for any person to operate a Motor Vehicle on grassed areas, or on runways, or on taxiways, or on aircraft ramps, or on aircraft service areas, except persons operating field maintenance or service or inspection vehicles authorized for use on said areas by the Airport Authority. Doing so involves safety and security concerns going beyond those normally associated with the operation of a Motor Vehicle. Thus, a violation of this section shall constitute a Class 3 misdemeanor per Section 14-4 of the North Carolina General Statutes and shall carry a fine of up to \$500.*
21. *Section 11-19. Two-Way Radio*
- a. *It shall be unlawful for any person to operate a Motor Vehicle on an active runway or taxiway of the Airport unless such vehicle is equipped with a two-way radio in operating condition and the proper flashing yellow light and/or signal flag, and unless radio communication with the Airport's FAA Air Traffic Control Tower on the proper frequency is continuously maintained; except for vehicles escorted by a vehicle equipped with a two-way radio and the proper flashing yellow light and/or signal flag, and except for vehicles acting on advice of the Control Tower.*
22. *Section 11-20. Mowing and Maintenance Equipment*
- a. *It shall be unlawful for any person to operate a Motor Vehicle or other motorized equipment in areas adjacent to active runways, taxiways and aircraft ramps on the Airport unless the Airport's FAA Air Traffic Control Tower is informed and issues a clearance for entrance into the area of operations.*

**23. Section 11-21. Payment of Civil Penalties for Violations**

- a. *The Airport Authority Ground Transportation Department shall be responsible for the collection of all civil penalties assessed for violations of this Chapter.*
- b. *When a law enforcement officer or Airport Authority traffic control officer, or any other person designated by the Airport Authority to enforce the provisions of this Chapter shall find that any provision hereof is being or has been violated by the owner or operator of any vehicle, such officer or person shall notify such owner or operator of such vehicle of such violation by conspicuously attaching to such vehicle a notice or ticket in such form as the Airport Authority may designate. The notice shall require the owner or operator to pay any civil penalty assessed within 5 days by following the payment procedures set forth on the ticket. Failure to make timely payment shall result in an additional \$50 administrative fee being added to the amount owed.*
- c. *The owner or operator of such vehicle shall have the right to explain, in writing, and in accordance with the time limits and procedures set forth on the back of the ticket, why the ticket should not have been issued. The Airport Authority, or his or her designee, shall then determine if the ticket was issued in accordance with this Ordinance. If not, the Airport Authority or designee shall dismiss the ticket. If the ticket was issued in accordance with this Ordinance, then the Airport Authority or designee shall inform the owner and/or operator in writing of the decision and the owner and/or operator shall then have 5 days within which to pay the civil penalty assessed. If the amount due is not timely paid, an administrative fee of \$50 shall be added to the amount owed. The penalties and fees due the Airport Authority hereunder shall constitute a lien upon the vehicle, and the Airport Authority may pursue any legal means to collect such obligations from the owner of the vehicle.*
- d. *Penalties assessed under this Ordinance, to be paid to and received by the Airport Authority, shall be considered civil penalties. All penalties paid to the Airport Authority for parking violations shall be paid into the Airport Authority's general fund.*

**IV. Employee Parking on the Airport****1. Employee Parking Facilities**

There are several parking facilities throughout the Airport that are dedicated to various employee groups. All employee parking privileges are limited to active employees only. These facilities are considered to be "controlled", as they are gated and access is controlled by RDU badges. These controlled facilities are as follows:

- a. **Park Economy 4 Employee Lot:** The lot is located on 1215 International Dr., Morrisville, NC 27560, next to the Park Economy 4 public parking lot. This is the Airport's primary employee parking facility for based and non-based employees and includes tenant and sub-tenant employees. Access is controlled by RDU badges and proximity cards. Each employee entry and exit lane is equipped with a two-way intercom, allowing an employee at the gate to contact the parking office directly.
  - i. Access is controlled by RDU badges and proximity cards.
  - ii. Each employee entry and exit lane is equipped with a two-way intercom, allowing an employee at the gate to contact the parking office directly.
  - iii. Authorized vehicles are required to display the appropriate hangtag issued with the proximity card.
  - iv. Parking fees for based and non-based crew members/employees in this facility are billed monthly at the rate approved by the Authority Board. (Please see section titled Non-Based Crew Parking for further details on this program.)
  
- b. **General Aviation Employee Lot:** 1725 West International Drive, Morrisville, NC 27560. The entrance is located across from the General aviation terminal. You must stay to your left just as you pass the terminal. This facility is temporarily designated as an employee parking facility for the FBOs and their sub-tenants. The Authority reserves the right to redesignate this lot for public use at any time as authorized by the president and CEO or their designee.
  - i. The lot has 108 spaces and is an extension of the ParkRDU Express lot.
  - ii. Access is controlled by RDU badges and proximity cards.

- iii. Each employee entry and exit lane is equipped with a two-way intercom, allowing an employee at the gate to contact the parking office, directly.
  - iv. This employee parking area is connected to Park Express and employees must drive through Park Express and exit through a designated "employee" lane at the Park Express exit plaza. The far right lane is designated for employee exits only. Authorized vehicles are required to display the appropriate General Aviation blue hangtag issued with the proximity card.
  - v. Authorized vehicles are required to display the appropriate General Aviation blue hangtag issued with the proximity card.
  - vi. Parking fees for employees in this facility are billed monthly at the rate approved by the Authority Board.
- c. **Terminal 1 Lot:** 1976 West International Dr., Morrisville, NC 27560. The entrances are just past Terminal 1 as soon as you make the right turn onto West International Drive. This employee lot is designated for tenants and the Airport Authority. The lot is also used by some contractors while providing service for tenants or the Airport Authority.
- i. The lot is located at the north end of Terminal 1 and has 237 spaces.
  - ii. Access to this lot is controlled by RDU badges.
  - iii. Each employee entry and exit lane is equipped with a two-way intercom, allowing an employee at the gate to contact the parking office, directly.
  - iv. Authorized vehicles are required to display the appropriate hangtag issued with the proximity card.
  - v. Parking fees for employees in this facility are billed monthly at the rate approved by the Authority Board.
- d. **Terminal 2 Lot:** 1976 West International Dr., Morrisville, NC 27560. The entrances are just past Terminal 1 as soon as you make the right turn onto West International Drive. This employee lot is designated for tenants and the Airport Authority. The lot is



also used by some contractors while providing service for tenants or the Airport Authority.

- i. This lot contains 32 spaces and is controlled by RDU badges.
  - ii. Each employee entry and exit lane is equipped with a two-way intercom, allowing an employee at the gate to contact the parking office, directly.
  - iii. Authorized vehicles are required to display the appropriate hangtag issued with the proximity card.
  - iv. Parking fees for employees in this facility are billed monthly at the rate approved by the Authority Board.
- e. **AOC Employee Lot:** This employee parking area is located behind Multipurpose Building #2, and is to be used by Airport Authority employees working in the Airport Operations Center or other Authority employees conducting business in this facility.
- i. The lot contains 94 spaces and is controlled by RDU badges.
  - ii. Authorized vehicles are required to display a hangtag while parked in this facility.
- f. These facilities are considered to be controlled facilities and are restricted for use by unauthorized personnel or vehicles. The various entry and exit points are gated and require a specific access card and hangtag issued by the Airport Parking Department.

## 2. Employee Parking in Uncontrolled Parking Facilities

Several Airport facilities have parking spaces available in the areas immediately surrounding the buildings. These spaces are intended for employees assigned to that specific facility or for customers visiting the facility to conduct business with the Airport Authority.

Although these areas are not controlled by gates and access cards, parking is restricted to those persons listed below. Employees who are not authorized to park in these locations are prohibited from doing so. Unauthorized vehicles will be towed at the owner's expense. Employees parking illegally in these areas are subject to the suspension and revocation of their employee parking privileges.

- a. **South Cargo 1 & 2 Parking:** South Cargo buildings 1 and 2 are located between AOC building and Gate 55. These parking spaces are reserved for employees of tenants specifically assigned to these facilities and customers of tenants quartered in these facilities. Employees assigned to work in other facilities are not authorized to park at this facility. Cargo bays shall not be blocked by employee vehicles. Tenants are required to be respectful of each other's space and to ensure that their employees are in compliance with all parking regulations.
  - b. **South Cargo 3 Parking:** This parking area is located at the South Cargo facility, currently occupied by American Airlines and other Airport tenants. Authority departments. This lot is not controlled by access cards, however hangtags have been issued to authorized personnel only. Only employees who have been issued the proper hangtag are permitted to park at this facility.
  - c. **Airport Operations Center (AOC) Parking:** The parking lot at the AOC is primarily for customers conducting business in the AOC. A number of spaces located directly in front of the building are reserved for official Airport Authority vehicles and the Authority division and department management staff who have offices in the AOC building. RDU employees and contract workers working in the AOC should use the employee parking lot located across the street, behind the Multi-purpose 2 building.
  - d. **RDUAA Administration Building Parking (RDU Center):** The parking lot at the RDU Center is primarily for visitors or customers conducting business in the RDU Center. Visitors also utilize the RDU Center parking lot as a cellphone lot to wait for arriving passengers. Employees of the Airport Authority are prohibited from parking in the first rows of spaces closest to the front door. These spaces are reserved for customers and visitors of the Airport Authority. Airport Authority employee hangtags should be displayed on all employee vehicles parked at this facility.
3. **Employee Parking Rules**
    - a. Employee parking privileges are limited to active employees only.
    - b. Employee parking lot assignments are determined by the Airport Authority Parking Department. Lot locations are generally based on the "home" location of the tenant and or the position held by the employee. The President & CEO reserves the right to refuse,

**suspend or revoke the parking privileges of any employee at any time.**

- c. **Tenant managers are responsible for informing all employees as to the specific employee parking location for each of their employees and of the associated rules and regulations regarding employee parking.**
- d. **Employees shall park only in the lot designated by the Authority for parking of vehicles operated by the employees of their employer, and then only during their work hours. Employees or employee vehicles found to be parked in any area where they are not authorized are subject to the revocation of employee parking privileges and/or suspension of their RDU ID badge.**
- e. **RDU badges permit one entry and one exit, and must always be used in that order. Cards may not be used to let others into a facility. An attempt to use the card “out of sequence” or in an unauthorized location will cause the card to be placed on a “blocked list” and the card will no longer work without the intervention of the Airport Authority Parking Department. Blocked cards may be reinstated upon request of the tenant’s card administrator. Requests to unblock cards may take up to 2 business days to process. Employees whose cards are blocked repeatedly are subject to the suspension or revocation of their parking privileges by the Airport Authority.**
- f. **RDU badges and hangtags may not for any reason, be lent to or borrowed by unauthorized employees, friends or family members.**
- g. **All vehicles parked within the employee parking facilities are required to display the appropriate hangtag for that facility. Duplicate hangtags (for multiple family vehicles) will not be issued.**
- h. **Unauthorized vehicles are subject to towing at the owner’s expense.**
- i. **Employee vehicles should be parked in marked spaces only and should only occupy one parking space. Oversize vehicles such as trailers, RV’s, or box trucks are not permitted in the employee parking facilities.**
- j. **Temporary or permanent storage of vehicles is not permitted.**

#### 4. Employee Parking Authorization Procedures

- a. Each tenant is required to designate a “Parking Card Administrator” to serve as the main point of contact regarding employee parking issues. In conjunction with the tenant manager, the designated card administrator will assume the responsibility of tracking and coordinating the issuance of access cards and hangtags, and will submit requests to the Parking Department for card activations and or deactivations, new cards, hangtags, etc. The Airport Authority Parking Department will work thru the tenant’s card administrator/manager only and not thru individual employees.
- b. Tenants shall notify the Authority’s Parking Department of requests to activate or deactivate access cards by use of the Parking Department’s Activation form. Requests shall only be submitted by the tenant’s parking card administrator and may be done at the Parking Office.
- c. In the event that an employee’s card will not grant entry or exit, the employee should use the intercom located in each lane and report the problem to the Parking Department. If for some reason, contact cannot be made or the issue not resolved, the employee should park in the public section of Park Economy 4. If the problem is determined to be an equipment malfunction, the employee may be issued a refund for their parking, for that stay only. It is the employee’s responsibility to contact their card administrator and the Airport Authority Parking Department to report the problem with their card. Under no circumstances will an employee be reimbursed for parking fees accrued in the terminal area garages. (see next item for refund request)
- d. Refund requests made by employees due to equipment failure shall only be made via the Parking Department’s Refund Request form. This form must be obtained from the Authority’s Parking Department. All appropriate documentation must be provided in order to process the request for a refund. Processing of an approved refund takes approximately 14 working days.
- e. Lost or damaged cards must be immediately reported to the tenant’s card administrator, and subsequently to the RDU Parking Department for deactivation. A lost or damaged card fee must be collected by the Parking Department prior to the issuance and activation of a new card. The fee is paid directly by the employee to the RDU Parking Department. A copy of the receipt is then

presented by the employee to the tenant's card administrator, who will issue a replacement card. Lost or damaged hangtags will be processed in the same manner at a fee approved by the Authority Board.

- f. Lost or unreturned parking card and hang tag fees will be billed to the tenant in the event that the employee has not paid.

**5. Contractor Parking**

- a. Approved Contractors will be provided access to the Terminal 1 Manager's Lot.

- b. **Contractors Conducting Work for the Airport Authority:**

- i. Access for contractors must be coordinated with the Parking Department by the Airport Authority Project Manager who is supervising the contractor's work.
- ii. The Authority's Project Manager must evaluate the need for access, the number of vehicles and the duration of the project. Contact the Parking Program Coordinator to facilitate this request.
- iii. The Contractor can obtain the cards and hangtags from the Parking Department, once they have been approved by the appropriate RDU Project Manager.
- iv. Contractors will not be issued any access media by the Parking Department without the intervention of the appropriate Authority personnel.
- v. Contractors are responsible for paying all costs associated with lost or damaged cards or hang tags.
- vi. No monthly parking fee will be charged to tenants working for the Airport Authority.

**6. Contractors Conducting Work for Airport Tenants:**

- a. Access for contractors must be coordinated with the Parking Department by the tenant manager who has authorized the contractor's work.
- b. The tenant manager is required to contact the Parking Program Coordinator to discuss the request for access into the lot.

- c. Access into the lot will be granted at the discretion of the President & CEO or designee.
  - d. Access cards and hangtags will be issued to the station manager or tenant's card administrator for distribution to the Contractor. Contractors should not contact the Parking Department directly, unless they have a problem with their card. The sponsoring tenant is accountable for paying all costs associated with lost or damaged cards or hang tags.
  - e. Contractors will not be issued any access media by the Parking Department without the intervention of the corresponding tenant manager or appropriate Authority personnel.
7. **Non-Based Crew Member Parking**

The Raleigh-Durham Airport Authority offers discounted parking to air crew members who are not based here at RDU. The following pages describe the program's requirements, application process, policies and cost to qualified employees.

- a. **Program Requirements**
  - i. **Credential Requirements**
    - 1) a. Applicant must provide a copy of their airline badge.
    - 2) b. Applicant must provide a copy of their valid driver's license.
  - ii. Application complete in full and all required documentation attached.
- b. **Application Process**
  - i. Call 919-840-7596 to schedule an appointment with the Parking Program Coordinator.
- c. Walk in appointments are not permitted.
  - i. Obtain an application from RDU Parking Department.
  - ii. Applications must be completed in person at the RDU Parking Business Office, located on the first floor of the Airport Operations Center at 1050 Cargo Drive. (919) 840-7596

- iii. In order to complete the application you must bring a copy of your valid Airline badge and a copy of your valid driver's license
- iv. Upon verification of all required documents, the approved applicant will be assigned a parking access card and hang tag.
- v. A copy of RDU's Employee Parking Policy and map will be given to the applicant.

#### **8. Non-based Crew Member Parking Rules**

- a. Employee parking privileges are limited to active airline employees only.
- b. The President & CEO reserves the right to refuse, suspend or revoke the parking privileges of any employee at any time.
- c. Employees are responsible for updating payment information, canceling their accounts and renewing annually for the RDU Non-based parking program.
- d. Employees shall park only in the Park Economy 4 Employee lot designated by the Authority for parking of vehicles operated by the employees, and then only during their work hours. Employees or employee vehicles found to be parked in any area where they are not authorized are subject to the revocation of employee parking privileges and/or suspension of their RDU ID badge.
- e. Access cards permit one entry and one exit, and must always be used in that order. Cards may not be used to let others into a facility. An attempt to use the card "out of sequence" or in an unauthorized location will cause the card to be placed on a "blocked list" and the card will no longer work without the intervention of the Airport Authority Parking Department. Blocked cards may be reinstated upon request of the Employee. Requests to unblock cards may take up to 2 business days to process. Employees whose cards are blocked repeatedly are subject to the suspension or revocation of their parking privileges by the President & CEO.
- f. Access cards and hangtags may not for any reason, be lent to or borrowed by unauthorized employees, friends or family members.

- g. All vehicles parked within the employee parking facilities are required to display the appropriate hangtag for that facility. Duplicate hangtags (for multiple family vehicles) will not be issued.
  - h. Unauthorized vehicles are subject to towing at the owner's expense.
  - i. Employee vehicles should be parked in marked spaces only and should only occupy one parking space. Oversize vehicles such as trailers, RV's, or box trucks are not permitted in the employee parking facilities.
  - j. Temporary or permanent storage of vehicles is not permitted
9. Parking Rates and Other Fees
- a. Employee and non-based employee parking rates and fee are established by the Authority Board.
10. Billing
- a. Payments are due and processed the 1st of each month and their invoice is automatically emailed to them. If the payment does not process the account is deactivated.
  - b. Employees are responsible for canceling their parking account, by emailing [employeeparking@rdu.com](mailto:employeeparking@rdu.com).

**V. Commercial Ground Transportation Services and Operations**

- 1. *Chapter 13. Commercial Ground Transportation Services*
- 2. *Article 1. General*
  - a. *Section 13-1. Introduction and Objectives*
    - i. *The granting of concession rights and licenses to Commercial Ground Transportation Operators is a privilege which the Raleigh-Durham Airport Authority makes available to qualified providers of such services. The objectives of this Ordinance, and of the Rules and Regulations For Ground Transportation Operation, hereinafter "Rules," promulgated hereunder, governing Commercial Ground Transportation Service at Raleigh-Durham International Airport are:*



- 1) *to promote high-quality, safe, and reasonably priced ground transportation services consistent with the public health, safety, welfare, and convenience;*
  - 2) *to ensure the efficient movement of vehicles and passengers throughout the Airport;*
  - 3) *to foster competition and cooperation among providers of Commercial Ground Transportation Services; and*
  - 4) *to impose and collect user fees for the use of Airport facilities in order to support the operation and development of the Airport.*
- ii. **Commercial Ground Transportation Services (including Taxicabs, Shuttles, Transportation Network Companies (TNCs) and Tenant Courtesy Vehicles) at Raleigh-Durham International Airport shall be governed by the Ordinances of the Raleigh-Durham Airport Authority and by all other applicable laws and Ordinances, licenses, Agreements, and permits and by the provisions of these Rules and Regulations. All Persons engaged in the operation of Commercial Vehicles at the Airport, including the provision of Taxicab, Shuttle, TNC and/or Courtesy Vehicle services, whether as Operator or Driver, employee, or representative of an Operator, shall at all times comply with these Rules, which may be amended from time to time. Any Person who, in any capacity, engages in Taxicab, Shuttle, and/or Courtesy Vehicle services at the Airport in such a manner as to violate any provision of the Ordinance or the Rules is subject to punishment as set forth in the Ordinance and in the Rules.**
- b. **Section 13-2. Definitions**
- i. *Unless the context clearly indicates that a different meaning is intended, when used in this Ordinance, the following words and phrases shall have the meanings set forth in this section:*
    - 1) *Airport License shall mean a license issued by the Authority to a Commercial Ground Transportation Operator which authorizes operation of*

*Commercial Vehicles on Airport property and requires each Commercial Vehicle operated thereby to display a current, valid Decal and, when applicable, a Rate Card.*

- 2) *Automated Vehicle Identification System (or "AVI") shall mean the automated means by which the Authority tracks commercial vehicles entering, idling on, and leaving Airport property. All commercial vehicles entering Airport property shall be registered with the Authority and shall use a transponder in order to be tracked by the AVI system.*
- 3) *Bus shall mean a Commercial Vehicle that has a capacity of 16 or more passengers, including the Driver.*
- 4) *Commercial Ground Transportation Operator shall mean any person who is the owner of a vehicle or vehicles engaged in any type of Commercial Ground Transportation Service, including a Taxicab Operator, and also including a Transportation Network Company (TNC). For purposes of this Ordinance, Commercial Ground Transportation Operators shall include individuals and both for profit and not-for-profit organizations engaged in providing Ground Transportation Services, including service to the public, special groups, and constituencies especially served by the operator whenever the cost of such service is charged directly or indirectly to the sponsoring organization or to some or all of the traveling individuals.*
- 5) *Commercial Ground Transportation Service shall mean the act of providing the carriage of persons or property for hire to or from the premises of the Airport in a Commercial Vehicle, and expressly includes taxis, limousines, courtesy vehicles, courier services, shuttles, buses, vehicles operated in the furtherance of the business of a Transportation Network Company, and all other vehicles operated on Airport property for the purpose of transporting passengers and/or property to or from the Airport*

*where the cost of such services is included in the cost of other services (such as hotel room charges, rental car charges, passenger airfares, or parking lot charges) or where the cost of such services is paid directly or indirectly by the passenger or a sponsoring business or other entity for the benefit of such passenger(s).*

- 6) *Commercial Vehicle shall mean any vehicle other than a Private Vehicle. Commercial Vehicle shall also include any vehicle when being operated by a Driver who is working on behalf of a Transportation Network Company.*
- 7) *Concession Agreement (which sometimes may be referred to as an Operating Agreement) shall mean an agreement between the Authority and one or more Commercial Ground Transportation Operators.*
- 8) *Concessionaire shall mean any person or enterprise, including a Taxicab Operator and the Taxicab Management Services Concessionaire (MSC), who has entered into a Concession Agreement with or holds an Airport License issued by the Authority.*
- 9) *Courtesy Vehicle shall mean a Commercial Vehicle, regardless of size, which carries persons between the Airport and off-Airport businesses, including valet parking lots, hotels, motels, rental car companies, food service facilities, shopping centers, and attractions, whether or not the passenger pays a direct charge for the service.*
- 10) *Decal shall mean a current and valid sticker, placard or approved trade dress affixed to a Commercial Vehicle issued by the Authority or a Commercial Ground Transportation Operator who is operating under a Concession Agreement or Airport License, including vehicles operating under the Taxicab MSC.*
- 11) *Dispatcher shall mean a person employed by the Taxicab MSC to supervise and direct the activities of*

*Ground Transportation vehicles operated on the Airport and to assign customers to Taxicabs and to coordinate the activities of other Commercial Vehicles from any Terminal at the Airport.*

- 12) *Driver shall mean a person authorized to operate/drive a Commercial Vehicle, including an individual that uses a personal vehicle in connection with a Transportation Network Company's on-line enabled application or platform to connect with passenger in exchange for the payment of a fee to the Transportation Network Company.*
- 13) *Driver Permit/ID Badge shall mean an identification badge issued by the Authority to a Driver which authorizes the Driver to operate (i.e., drive) a Commercial Vehicle on Airport property.*
- 14) *Passenger Loading Zones shall mean spaces designated at the curbside adjacent to a Terminal or at a commercial curb or other location designated by the Director for the loading and unloading of passengers into Commercial Vehicles.*
- 15) *Private Vehicle shall mean a vehicle transporting persons or property for which no charge is paid directly or indirectly by the passenger or by any other entity.*
- 16) *Rate Card shall mean the card approved by the Director which lists the schedule of fares to be charged to passengers for Authority authorized Taxicabs and other Commercial Ground Transportation Service from the Terminals.*
- 17) *Rules shall mean the Rules and Regulations implemented by the President and CEO to carry out the purpose and intent of the Ordinance for the governance of Commercial Ground Transportation Services at the Airport.*
- 18) *Shuttle shall mean a chauffeur-driven Commercial Vehicle having a capacity of not less than 7 nor more than 15 persons, including the Driver, and which operates on routes between the Airport and*

*specified points of origin and destination on a scheduled or charter service basis with un-metered rates which are predetermined on a point-to-point basis.*

- 19) *Shuttle Concessionaire shall mean the holder of a Shuttle Service Concession Agreement with the Authority that authorizes use of at least one Shuttle Staging Area and grants the right to make passenger pickups at designated Passenger Loading Zones at the curbsides of the Terminals.*
- 20) *Staging Area shall mean a designated location on the Airport where authorized Commercial Vehicles shall wait for eventual access to designated Passenger Loading Zones at the curbsides of the Terminals. The Authority reserves the right to determine the necessity for providing such areas.*
- 21) *Taxicab shall mean a Commercial Vehicle having a capacity of seven (7) persons or less, including the driver, which is equipped with a meter to determine passenger fares and which operates on demand over routes determined by the destination of the passenger.*
- 22) *Taxicab Management Services Concessionaire ("Taxicab MSC") shall mean a Person selected by the Authority to manage the Authority licensed Taxicab operation and to provide the Dispatcher and such other services as might be provided by the Taxicab MSC agreement.*
- 23) *Taxicab Meter shall mean a meter installed in an Authority authorized Taxicab and inspected and approved by the Taxicab MSC and the Authority which calculates the fares to be charged Taxicab passengers based upon the distance traveled and the rate structure established by the Authority.*
- 24) *Taxicab Operator shall mean a holder of an Airport License which authorizes the non-exclusive use of the designated Taxicab Staging Area and grants the right to make passenger pickups at designated*

*Taxicab Passenger Loading Zones under the supervision and direction of the Dispatcher.*

- 25) *Taxicab Staging Area shall mean a designated location on the Airport where Authority authorized Taxicabs wait in a holding area for eventual access to designated Taxicab Passenger Loading Zones at the curbsides of the Terminals under the supervision and direction of the Taxicab MSC. Other Commercial Vehicles may be directed to this area to await the arrival of passengers for pre-arranged pickup at the Terminals.*
- 26) *Terminal shall mean a passenger terminal building serving scheduled air carriers at the Airport. Currently, the Authority operates two Terminals designated as Terminal 1 on the east side of the inbound roadway and Terminal 2 to the west of the outbound roadway.*
- 27) *Transportation Network Company (TNC) shall mean any Person or organization licensed to operate in the State of North Carolina pursuant to Chapter 20 of the General Statutes, and that provides on-demand Commercial Ground Transportation Services using an online-enabled application or platform to connect passengers with Drivers.*
3. *Article 2. Applicable Laws, Regulations, Ordinances, and Rules to be Observed*
- a. *Section 13-3. Compliance with Laws*
- i. *The providing of Commercial Ground Transportation Services at the Airport shall be governed by all applicable laws including this Ordinance, executed Concession Agreements, and Rules promulgated pursuant to the provisions of this Ordinance, as all of the same may be amended from time to time.*
- b. *Section 13-4. Compliance with Ordinance*
- i. *All persons engaged in providing Commercial Ground Transportation Service at the Airport, whether as Operator, Driver, employee, or representative of an Operator, or*

*otherwise, shall at all times comply with the provisions of these Ordinances and of the Rules.*

**c. Section 13-5. Unlawful Activity**

- i. *It shall be unlawful for any person to pick up passengers or property at the Airport for transportation to any point or place in a Commercial Vehicle not authorized to provide such service pursuant to a Concession Agreement with the Authority or pursuant to an Airport License, except as provided by the Rules for certain pre-arranged trips. Violation of this section may be punished as a general misdemeanor including a fine and/or imprisonment.***

**d. Section 13-6. Enforcement**

- i. *Law enforcement officers, Authority traffic control officers, and other representatives of the Authority as may be designated by the President & CEO are empowered to enforce this Ordinance and the Rules.***

**e. Section 13-7. Penalties for Violation**

- i. *The issuance of a citation imposing on the offender a civil penalty of not more than Five Hundred Dollars (\$500.00), which amount shall be due and payable immediately upon delivery of the citation to the offender, and, if not paid within 10 days thereafter, may be collected by any legal means available to the Authority and shall include an administrative fee in the additional amount of \$50.***
- ii. *A misdemeanor warrant may be issued immediately for a violation of this Ordinance or upon the violator's failure to pay within ten (10) days a civil citation issued for the violation of this Ordinance. The penalty shall be a fine not to exceed the sum of Five Hundred Dollars (\$500.00), or imprisonment for a period not to exceed thirty (30) days, or both, for each offense.***
- iii. *The President & CEO or his or her duly authorized representative may suspend or terminate any Concession Agreement and/or Airport License issued to the violator and may commence a civil action seeking an injunction and order of abatement.***

f. *Section 13-8. Continuing Violation*

- i. *Each day's failure to comply or willful violation of the Ordinance and/or the Rules shall constitute a separate and distinct offense and shall be separately punishable as provided hereinabove.*

4. *Article 3. Concession Agreement, License or Permit*

a. *Section 13-9. Agreement, License, or Permit Required*

- i. The Ground Transportation Manager has responsibility for all Ground Transportation Concession Agreements, including the Taxi Stand Manager Agreement, Transportation Network Company Agreements, and Shuttle Concession Agreements.
- ii. *Prior to engaging in the transportation of passengers or property at the Airport, each Commercial Ground Transportation Operator shall be required to enter into a Concession Agreement with, or be the holder of an Airport License or permit issued by, the Authority authorizing the specific activity to be engaged in by the Operator.*
- iii. No Driver Permit to operate Taxicabs on the Airport shall be assigned by any Taxicab Driver, in whole or in part, nor shall the operating privilege thereby granted be transferred, in whole or in part, to any other Person or entity without the proposed assignee applying for and receiving from the Taxicab Stand Manager and the Authority the appropriate permits.
- iv. The Authority grants to the Shuttle Concessionaire the privilege of providing Shuttle service for the purpose of picking up and transporting passengers and their baggage from the Airport. The Authority also grants to Shuttle Concessionaire the privilege to use the Shuttle Staging Area and Passenger Loading Zones adjacent to the Terminals at the Airport, subject to the provisions of all Ordinances and Rules promulgated by the Authority governing operation of Regional Shuttles on the Airport.
- v. In exercising the privileges granted herein, each Shuttle Concessionaire is authorized to use and operate only those Motor Vehicles specifically listed and identified in its



**Concession Agreement.** Each Shuttle Concessionaire shall certify that each of said vehicles is owned and titled by it and registered with the State of North Carolina in its name. The use by a Concessionaire of any Motor Vehicle not so owned, titled, and registered, or not listed in its Agreement, in the exercise of the privilege herein granted shall be deemed to be a violation of these Rules and constitute grounds for immediate cancellation by the Authority. During the term of the Agreement, a Concessionaire shall not replace any vehicle listed in its Agreement that is removed from service for any reason with any other vehicle except upon written request to the President & CEO clearly explaining the circumstances of the request, inspection of such vehicle by the Airport Authority's representatives as provided hereinafter, and receipt of specific prior written authorization from the President & CEO. Each vehicle shall have an Authority transponder installed on it.

- vi. Each Shuttle Concessionaire is authorized to offer ground transportation services for passengers and their baggage between the Airport and hotels, motels, resort facilities, schools and universities, and business and corporate establishments with whom it has contracts to furnish such service without direct charge to the Person(s) being transported. A Regional Shuttle Concessionaire is authorized to offer non-contract public Shuttle service with direct charge to walk-up or call-in patrons at rates prescribed in its Agreement with the Authority between the Airport and specified hotels, motels, colleges and universities, hospitals, major shopping centers, and major corporations in Wake, Durham, and Orange Counties. Additional service points and areas shall be added as and when warranted by customer demand and approval by the President & CEO. Concessionaires are not granted the authority and privilege to include transportation between the Airport and any private dwelling nor the operation of any Taxicab type of service.
- vii. Each Shuttle Concessionaire shall be an identifiable legal entity, including an individual, a corporation, a partnership, or any other business organization in good standing with and recognized by the laws of the State of North Carolina. Legally undefined organizations or

associations may not qualify as Shuttle Concessionaires. Each Shuttle Concessionaire must maintain its principal place of business within the state of North Carolina and must not have been convicted of any crime involving fraud or dishonesty or been found liable for violations of North Carolina's Unfair and Deceptive Trade Practices Act.

- viii. No Agreement to operate Shuttles on the Airport shall be assigned, in whole or in part, nor shall the operating privileges granted in the Agreement be transferred, in whole or in part, to any other Person or entity without the prior written approval of the President & CEO.
- ix. The Authority grants to each Tenant Courtesy Vehicle Concessionaire holding a valid Airport Concession Agreement the privilege of providing Courtesy Vehicle service for the purpose of picking up and transporting its customers and their baggage from Terminal curbsides or any other locations designated by the President & CEO, together with the privilege of using the commercial curbsides and/or Passenger Loading Zones adjacent to the Terminal curbsides at the Airport, subject to the provisions of all Ordinances, Rules, and Directives promulgated by the Authority governing the operation of Courtesy Vehicles on the Airport.
- x. In exercising the privileges granted herein, each Tenant Courtesy Vehicle Concessionaire is authorized to use and operate only those Motor Vehicles specifically listed and identified in its Tenant Courtesy Vehicle Permit Application. Each Tenant shall certify that each of the listed vehicles is owned and titled by it and registered with the State of North Carolina in its name. The use of any Motor Vehicle not so owned, titled, and registered, or not listed in its Application, in the exercise of the privileges herein granted shall be deemed to be a violation of these Rules and constitute grounds for immediate cancellation by the Authority. Each Courtesy Vehicle must have on it a 4-inch vinyl number depicting the number of each vehicle. The number shall be in contrasting colors to those of the vehicle itself and visible from a distance of at least 100 yards. A headway schedule (as defined by the Authority at a later date) for Tenant Courtesy Vehicle operations will be

determined by the Authority. Tenant Courtesy Vehicles will comply with the headway schedule.

- xi. Each Tenant Courtesy Vehicle Concessionaire is authorized to offer Courtesy Vehicle service for its customers and their baggage between the Terminals and the Tenant's respective facilities on Airport property as approved in the Permit Application. Tenants shall not charge passengers to board or disembark from a Courtesy Vehicle (by, for example, placing a fare box or meter in the vehicle) but may include a fee for Courtesy Vehicle use in any written Agreement with the customer for other services provided by the Tenant.
- xii. No Agreement to operate Tenant Courtesy Vehicles on the Airport shall be assigned, in whole or in part, nor shall the operating privilege granted in the Agreement be transferred, in whole or in part, to any other Person or entity without the prior written approval of the President & CEO.

b. *Section 13-10. Contents of Agreement*

- i. *The Concession Agreement and/or Airport License or permit shall state the following either directly or by reference to the Rules:*
  - 1) the specific rights granted to the Commercial Ground Transportation Operator;
  - 2) locations on the Airport where such rights may be exercised;
  - 3) term of the agreement;
  - 4) standards of operation;
  - 5) provisions concerning default, termination and cancellation;
  - 6) fees and charges payable to the Authority as partial consideration for the grant of rights;
  - 7) insurance requirements;

- 8) a statement certifying that the person executing the agreement has read and understands the provisions of the Ordinance and Rules of the Authority which govern the operation of Commercial Vehicles on the Airport and that all such Commercial Vehicles operated by that person will at all times be operated in accordance with the Ordinance and Rules; and such other matters as may be agreed upon by and between the parties.
- c. *Section 13-11. Concessionaire Responsible*
  - i. *Concessionaires shall be responsible for all acts and activities of their agents, employees, Drivers, representatives, sub-contractors, and other persons using or in control of their Commercial Vehicles operating at or from the Airport, and the Concessionaire shall be subject to suspension or revocation of its Concession Agreement or Airport License if it continues to employ Drivers who fail to operate their vehicles as required by the Ordinances and Rules; provided that civil penalties, suspensions and revocation of rights shall be imposed separately upon the Concessionaire and its agents and employees as set forth in the Ordinance and Rules.*
5. *Article 4. Operating Areas*
  - a. *Section 13-12. Description of Areas*
    - i. *Each Concessionaire and/or Commercial Ground Transportation Operator shall conduct all of its operations on Airport premises only in those areas specifically designated and described in its Concession Agreement with the Authority or in its Airport License or permit.*
  - b. *Section 13-13. Prohibited Operations*
    - i. *Commercial Vehicles shall not load passengers or property, park, stand, stage, or wait in areas on Airport premises other than those specifically designated and described in its Concession Agreement, Airport License, or permit.*
6. *Article 5. General Provisions Governing Commercial Ground Transportation Service*

- a. ***Section 13-14. Solicitation***
- i. ***No person engaged in providing Commercial Ground Transportation Service may solicit business at the Airport or within the Terminals; excepting, however, that employees of firms that hold Concession Agreements with the Authority that expressly permit solicitation may solicit business within the Terminals only to the extent and in the manner expressly authorized by the terms of such Concession Agreements.***
  - ii. **Drivers are prohibited from active or passive soliciting of passengers and are specifically prohibited from using Terminal access roadways for the purpose of soliciting passengers. Drivers operating adjacent to the Terminal curb while not operating under hire, not operating pursuant to a bona fide pre-arranged trip, or otherwise not carrying a fare-paying customer shall be deemed to have committed an act of solicitation in violation of these Rules, the Ordinances, and any applicable laws of the State of North Carolina.**
  - iii. **Use by a Taxicab Driver of the Authority's property and facilities shall be restricted solely to the locations, uses, and purposes set forth in these Rules and the Ordinances and by any directives promulgated from time to time by the President & CEO governing the operation of Taxicabs on the Airport. While at the Airport, Taxicab Drivers shall not conduct any business nor provide any service other than that of authorized Taxicab service. Repeated cruising through the Airport Terminal area by any Taxicab shall raise the presumption that the Taxicab is improperly soliciting passengers.**
  - iv. **There shall be no solicitation of Taxicab business anywhere on the Airport by the Taxicab Stand Manager or its agents, Drivers, employees, or other representatives.**
  - v. **There shall be no solicitation of Shuttle business anywhere on the Airport by the Concessionaire or its agents, Drivers, employees, or other representatives except as provided in the Agreement regarding authorized service counter areas.**
- b. ***Section 13-15. Right to Enter and Inspect***

- i. *The President & CEO, or his or her designee, may at any time after displaying proper identification and notifying the Driver of a Commercial Vehicle, enter into or upon the same for the purpose of inspecting and ascertaining whether or not the vehicle is unsafe or in any way unsuitable for Commercial Ground Transportation Service, or is being maintained or operated in violation of the provisions of this Ordinance or any provision of North Carolina law.*
  - ii. *Every Taxicab in service on the Airport may be inspected by the Airport Authority at any time that the President & CEO, or designee, suspects that the vehicle may no longer be in safe, clean, and fully repaired mechanical operating condition. Should such a condition be found to exist, the vehicle shall be promptly removed from service until repaired and re-inspected with a satisfactory report. A Taxicab also may be inspected at any time that the Ground Transportation Manager, an Operations Officer, a Law Enforcement Officer, or a Traffic Control Officer suspects that it may no longer be in safe, clean, and fully repaired mechanical operating condition.*
- c. *Section 13-16. Insurance*
- i. *Each Commercial Vehicle operated at the Airport shall be covered by automobile and public liability insurance in such amounts as may be established by the President & CEO from time to time, which coverage shall include the Authority as an additional insured, unless otherwise agreed to in writing by the President & CEO. This requirement does not apply to Transportation Network Companies and their Drivers, who must comply with all of the insurance requirements imposed by Article 10A of the General Statutes.*
- d. *Section 13-17. Inspection of Vehicles*
- i. *Each Commercial Vehicle operated under the terms of a Concession Agreement at the Airport shall be inspected by the Authority and/or the Taxicab MSC prior to issuance of a Decal, and periodically thereafter as provided in the Rules duly adopted for the safe operation of Commercial Vehicles on Airport premises. This requirement does not*

*apply to Transportation Network Companies and their Drivers.*

- ii. Every Taxicab contracted by the Taxicab Stand Manager to provide Taxicab service on the Airport must at all times be approved by the Taxicab Stand Manager. Prior to receiving such approval, the Taxicab Stand Manager and the Airport Authority's representatives shall inspect the Taxicab as provided below. The inspection must result in a determination that the Taxicab is properly equipped and in satisfactory condition for safe public passenger transportation. This determination shall be made prior to the issuance of an Airport Decal.
- iii. Each Taxicab contracted by the Taxicab Stand Manager that is operated on the Airport shall be inspected daily by the Taxicab Stand Manager and found to be in safe, clean, and fully repaired mechanical operating condition prior to the issuance of a trip. Vehicles not meeting this requirement shall not be operated and shall be promptly removed from service by the Taxicab Stand Manager. A Taxicab shall be inspected following its involvement in an accident.
- iv. In addition to inspection of all Taxicabs daily for aesthetic, mechanical, and safety conditions, each Taxicab contracted by the Taxicab Stand Manager that is operated on the Airport shall have its meter inspected annually by the North Carolina Department of Agriculture, at a minimum, to determine accuracy, proper functioning, and all other operating aspects of the meter. No Person shall drive a Taxicab with a Taxicab Meter that has not been inspected and approved. The Authority, in its sole discretion, may require semi-annual inspection of all Taxicab Meters. Any Taxicab having a meter that fails inspection shall be immediately removed from service and prohibited from operating on the Airport. Each Taxicab having a meter that fails inspection shall be re-inspected and approved prior to being returned to service on the Airport. Each Driver shall ensure to the best of his or her ability that his or her Taxicab's meters, tires, and other components affecting proper meter operation, when presented for inspection, are in a condition that will enable such components to pass inspection.

- v. The Taxicab Stand Manager and the Authority must inspect a proposed replacement Taxicab before it will be allowed to enter service. A proposed replacement Taxicab shall have been painted and marked in compliance with the Airport standard before being presented for inspection.
- e. *Section 13-18. Airport Decal*
    - i. *Each Commercial Vehicles operating on the Airport shall be identified by an Airport Decal or other form of identification approved by the President & CEO of the Authority which shall be displayed on the vehicle at all times while it is being operated on Airport premises.*
    - ii. While operated by a Taxicab Driver on the Airport pursuant to these Rules, each Taxicab contracted by the Taxicab Stand Manager shall continuously display an Airport Decal or other means of vehicle identification authorized by the President & CEO.
- f. *Section 13-19. Display of Identification*
    - i. *Each person operating a Commercial Vehicle, except persons operating non-tenant Commercial Vehicles, shall openly display the identification badge issued to such individual on his or her person at all times while conducting business on the Airport pursuant to the provisions of this Ordinance. This requirement does not apply to Transportation Network Companies or their Drivers.*
    - ii. Taxicab Drivers shall at all times while on duty wear and display on the outermost garment clearly visible to the public his or her Driver Permit/ID Badge issued by the Authority.
    - iii. The Driver of each Shuttle operated at the Airport shall keep his or her Driver Permit/ID Badge clearly visible and easily readable by all passengers in the vehicle at all times while he or she is on duty as the Driver of that vehicle.
    - iv. The Driver of each Courtesy Vehicle operated at the Airport shall keep his or her Driver Permit/ID Badge clearly visible and easily readable by all passengers in the vehicle at all times while on duty.



- g. Section 13-20. Non-Tenant Commercial Ground Transportation Services**
- i. Non-Tenant Commercial Ground Transportation Operators are subject to the provisions of Articles 3 and 4 of this Ordinance. All Non-Tenant Commercial Ground Transportation Operators, with the exception of non-tenant taxicab operators, must file an application for a non-tenant business permit and obtain an AVI transponder from the Authority. Non-Tenant Commercial Ground Transportation Operators, with the exception of non-tenant taxicab operators, shall be subject to the AVI Policies and Procedures, and shall pay all fees set forth in those Policies and Procedures. Any such Operators that are not subject to a Concession Agreement or Airport License who have obtained a non-tenant business permit may only transport passengers from the Airport pursuant to a contractual arrangement made in response to a prior request from an individual customer or group; provided that the vehicle operator's manifest shows the time the request was made, the name of the person(s) to be picked up or of the group to be met and the number of persons in the group, and the time, flight number and place of the pickup.**
- h. Section 13-21 Rules and Regulations**
- i. The President & CEO shall promulgate and implement Rules and Regulations for the operation of Commercial Vehicles at the Airport in order to carry out the purpose and intent of this Ordinance. Modifications to the Rules may be made by the President & CEO at any time. Modifications to the Rules shall not become effective until at least 30 days after written notice has been given to Concessionaires and other affected parties.**
- i. Section 13-22. Driver Licenses**
- i. Each Driver of a Commercial Vehicle at the Airport shall have in his or her possession at all times while on Airport premises an appropriate current and valid driver's license issued by and in compliance with the laws of the State of North Carolina.**
- j. Section 13-23. Loading**

- i. *Commercial Vehicles shall load and unload only at Passenger Loading Zones specifically designated by the President & CEO. Drivers shall remain with their vehicles while awaiting passengers and when assisting passengers with their baggage or loading/unloading. At no time may Commercial Vehicle Drivers leave the immediate vicinity of their vehicles to assist passengers. The Driver of a vehicle to which a permit has been issued by the Authority under the provisions of this Ordinance may request the Dispatcher to notify the Airport Information Desk to page his or her customers and direct them to the vehicle; then must immediately return directly to the vehicle. Drivers who are awaiting passengers may not enter the Terminals.*
- ii. The Taxicab Driver shall provide assistance to the customer with loading of luggage and unloading of luggage at the destination, but in no case shall the Driver enter the Terminal to assist the customer. If the customer requires the assistance of a seeing-eye dog or other aid, the Driver shall assist the customer in loading and unloading the aid into the Taxicab. The Driver shall not refuse to accept handicapped passengers or their aids.
- iii. Taxicabs in service on the Airport are prohibited from parking or standing in any space or area other than the Taxicab Staging Area and Taxicab Passenger Loading Zones designated for Taxicab use by the President & CEO. Taxicabs may stand at curbsides in Taxicab Passenger Loading Zones adjacent to the Terminals only upon the directive of the Dispatcher while awaiting assignment of a fare and for such period of time as is reasonably necessary to load passengers and baggage. A Taxicab that is parked or standing in a place or area other than those specifically permitted herein may be removed and stored at the Driver's expense.
- iv. Immediately upon arrival at the Airport, the Driver of any Taxicab shall proceed by the most direct route to drop off all customers at their destination on the Airport. Customers proceeding to Terminal 1 shall be dropped off at the curbside in the passenger loading and unloading zone adjoining the proper ticketing section of the building. Customers proceeding to Terminal 2 shall be dropped off at the curbside in the passenger loading and unloading

zone on the upper level adjoining the ticketing section of the building. Upon request of the customer, a customer proceeding to Terminal 2 may be dropped off at the curbside in the passenger loading and unloading zone on the lower level adjoining the baggage claim section of the building.

- v. Upon arrival at the Taxicab Passenger Loading Zone at the Terminal to which the Taxicab has been summoned, the Taxicab Driver shall wait in or at his or her vehicle until approached by the Dispatcher with a customer.
- vi. No Taxicab may park, stand, or remain at the curbside of the Terminal or at any other destination of a customer transported onto the Airport any longer than is necessary to drop off the customer and his or her luggage and collect the fare, unless the Taxicab has been directed by the Dispatcher to remain in the Taxicab Passenger Loading Zone as the next available Taxicab.
- vii. Immediately upon entering Airport property while not transporting a customer or immediately upon leaving the Terminal curbside or the customer's other destination on the Airport if a customer has been transported onto the Airport and dropped off, the Taxicab Driver shall proceed by the most direct route to either leave the Airport property or go to and enter the Taxicab Staging Area. Drivers are to use Terminal bypass roads when the Taxicab has not been hired or is not transporting a customer.
- viii. Shuttles in service on the Airport are prohibited from parking or standing in any space or area other than the Shuttle Staging Area and Passenger Loading Zones designated for Shuttle use by the President & CEO. Shuttles may only stand curbside in the correct commercial zones for only such period of time as is reasonably necessary to load passengers and baggage. Any of a Shuttle Concessionaire's vehicles that are parked or standing in places or areas other than those specifically permitted herein may be removed and stored at the Shuttle Concessionaire's expense and will be subject to a civil penalty as provided hereinafter.
- ix. Immediately upon entering onto the Airport, the Driver of any Shuttle shall proceed by the most direct route to drop

- off all customers at their destination on the Airport. Customers proceeding to Terminal 1 shall be dropped off at the commercial curb in the Passenger Loading and Unloading Zone or the area designated in the Concessionaire Agreement. Customers proceeding to Terminal 2 shall be dropped off at curbside in the Passenger Unloading Area on the ticketing level.
- x. No Shuttle may remain at the curbside of any Terminal building or at any other destination of a customer transported onto the Airport any longer than is necessary to drop off the customer and his or her luggage and collect the fare. Shuttles may stand in the designated Shuttle Passenger Loading Zone at the curbside of the Terminal when the Shuttle returns to the Airport within 10 minutes of its next scheduled departure time provided the Shuttle Passenger Loading Zone is not occupied by another Shuttle operated by the same Concessionaire. A Shuttle not picking up customers within 10 minutes of its next scheduled departure time shall exit the Shuttle Passenger Loading Zone until departure time is within 10 minutes.
  - xi. The Shuttle Driver shall exit the Shuttle Passenger Loading Zone immediately upon entering onto Airport property if not transporting a customer or immediately upon leaving the Terminal curbside or the customer's other destination on the Airport if a customer has been transported onto the Airport and dropped off.
  - xii. Upon arrival at the Shuttle Passenger Loading Zone at the Terminal, the Shuttle Driver shall assist the customer to be transported into the Shuttle and shall load his or her luggage into the Shuttle. The customer shall be loaded and transported to his or her destination via the most direct route and at the least cost. In no case shall the Driver enter the Terminal.
  - xiii. A receipt containing the date, fare charged, and destination shall be given to the customer. The Shuttle Driver shall assist the customer from the Shuttle and shall unload his or her luggage from the Shuttle.
  - xiv. After a customer to be transported by pre-arrangement has been identified by the Shuttle Driver, the Driver shall return to his or her vehicle to reposition the Shuttle to the

**Terminal curbside to load the customer(s) and luggage or shall walk with the customer(s) and luggage to the Shuttle.**

- xv. Tenant Courtesy Vehicles in service at the Airport are prohibited from parking or standing in any space or in the Passenger Loading Zones at the Terminals. Tenant Courtesy Vehicles may only stand at the correct Commercial Vehicle zones as designated by the type of service provided by the Tenant for only such period of time as is reasonably necessary to load passengers and baggage. Any of a Tenant's Courtesy Vehicles that are parked or standing in places or areas other than those specifically permitted herein may be removed and stored at the Tenant's expense and will be subject to a civil penalty as provided hereinafter.**
- xvi. Immediately upon leaving Tenant leasehold property, the Driver of any Courtesy Vehicle shall proceed by the most direct route to drop off all customers at their destinations on the Airport. Customers proceeding to Terminal 2 shall be dropped off at the curbside in the Passenger Loading and Unloading Zone on the lower level of the building. Customers proceeding to Terminal 1 shall be dropped off in the proper Passenger Loading and Unloading Zone at the commercial curbside near the ticketing section of the building.**
- xvii. No Courtesy Vehicle may remain at the commercial curbside or the curbside of any Terminal building or at any other destination of a customer transported onto the Airport any longer than is necessary to drop off the customer and his or her luggage. Courtesy vehicles may stand in the designated Shuttle Loading Zone at the commercial curbside or the curbside of the Terminal for a period no longer than 1 minute.**
- xviii. Customers are to be loaded and unloaded in the designated Passenger Loading and Unloading Zones. At no time shall a customer be loaded or unloaded in an active travel lane. Upon request by the customer, the Driver shall assist the customer to be transported into the Courtesy Vehicle and shall assist in loading the customer's luggage into the Courtesy Vehicle. The customer shall be loaded**

and transported to the leasehold premises via the most direct route. In no case shall the Driver enter the Terminal.

k. *Section 13-24. Cruising*

- i. *Commercial Vehicles shall not circle or cruise on Airport premises and shall not be permitted to park or stand except in spaces specifically designated for such vehicles.*

l. *Section 13-25. Automated Vehicle Identification ("AVI") System*

- i. *The Authority has implemented an AVI system at the Airport in order to track commercial ground transportation activity on and through Airport property. All Commercial Vehicles, including but not limited to Taxicabs, Shuttles, and non-tenant Commercial Vehicles, but excluding non-tenant taxicabs, shall be subject to and must participate in the AVI system, unless otherwise excluded pursuant to the terms of a permit or Concession Agreement with the Authority. The President & CEO shall make and from time to time at his or her discretion amend Policies and Procedures governing the AVI system. In general, the AVI system shall consist of a transponder installed on all Commercial Vehicles except non-tenant taxicabs doing business at the Airport. Fees will then be charged to Commercial Vehicles for usage of Airport property per the fee schedules adopted by the President & CEO in the AVI Policies and Procedures document. The President & CEO is further empowered to impose civil penalties on Commercial Vehicles that operate on Airport property without registering with the Authority and employing the AVI system.*

ii. Purpose

- 1) The Authority has installed an Automated Vehicle Identification System (AVI) for the purpose of streamlining and automating certain functions pertaining to administration and management of Commercial Ground Transportation operations at the Airport. The system improves efficiency of roadway and curbside operations through improved monitoring, management, and control of those operations and improves the Authority's

ability to protect and enhance existing revenue streams from those operations.

- 2) The system is used to monitor and track all commercial ground transportation vehicle activity on Airport property, including entrance onto Airport property, time on Airport property, and exits from Airport property. All Commercial Ground Transportation operations, including limousines, courtesy Shuttles, private Shuttles, vendors, courier services, baggage delivery and pick-up services, Taxicabs, and other Ground Transportation providers, are incorporated into AVI.
- iii. Transponders
- 1) The Authority's Ground Transportation Department shall install transponders on all Commercial Ground Transportation vehicles. Exterior- or interior-mounted transponders shall be used depending upon the type of vehicle.
    - a) Interior-mounted transponders shall be installed to the left of the rear-view mirror on the inside of the front windshield.
    - b) Exterior-mounted transponders shall be installed on the front bumper.
  - 2) The cost of the transponder, including installation, shall be paid by the Operator.
  - 3) Antennas installed on Airport property will read each transponder as the vehicle passes under readers. The system will have the capability to generate information for calculating trip fees and dwell time fees. Additional fees will be charged based on Operator type. Interior-mounted Transponder Fees and Exterior-mounted Transponder Fees are set by the Authority.
  - 4) Transponders may not be moved from one vehicle to another vehicle. If a vehicle is determined to have used a transponder assigned to another

vehicle or the vehicle is not registered with the Authority, the Operator of the vehicle shall be charged a penalty set by the Authority and shall be subject to revocation of all operating privileges. This penalty shall be subject to appeal procedures set forth for Notices of Violations (NOVs) in the Authority's Rules and Regulations.

**iv. Lost or Damaged Transponders**

- 1) Upon discovery, any lost or damaged transponder must be reported immediately to the Ground Transportation Program Coordinator through the Ground transportation Office (919) 840-7530 or [Ground.Transportation@RDU.com](mailto:Ground.Transportation@RDU.com)

**v. Replacement Transponders**

- 1) Replacement transponders can be obtained for the transponder fee, including installation.
- 2) Faulty transponders shall be replaced at no cost to the Operator.
- 3) Damaged or stolen transponders will be replaced at a cost determined by the Authority.

**vi. Application and Fees**

- 1) All registered Operators must annually submit to the RDUAA Ground Transportation Department an application for registration and a registration fee determined by the Authority.
- 2) Off-Airport Parking and Rental Car Operators shall not be charged a per-trip fee but shall continue to be charged a percentage of gross receipts as described in Chapter 13, Ground Transportation Ordinances of the Authority. The rate will be established by the Authority.
- 3) Any commercial vehicle operator providing more than one type of service will be charged fees applicable for all types of services provided.

**vii. Fees**



- 1) **The fee structure is determined by the Authority. Definitions of the various fees are as follows:**
  - a) **Trip Fee**
    - (1) **A Trip Fee charge is determined by the vehicle classification and set annually by the Authority.**
    - (2) **This fee is applicable to Non-RDU licensed taxicabs; Non-Tenant permitted vehicles (i.e., limousines, shuttles, vans, sedans, etc.), Hotel/Motel permitted vehicles; Baggage delivery & pick-up permitted vehicles; and Courier/Vendor vehicles.**
  - b) **Dwell Fee**
    - i) **A Dwell Fee shall be assessed when any one vehicle from a single company remains at any terminal curb for more than a designated period of time. The designated time period is determined by the Authority and published in a Dwell Schedule. This time period includes the time taken for the vehicle to enter the Terminal zone, come to a stop, drive away from the curb, and exit the Terminal zone. A fee for excessive dwell time will be assessed. Multiple violations by the same vehicle at the same curb in the same stop operation will result in additional Dwell Fees.**
    - ii) **This fee is applicable to Non-Tenant permitted vehicles; Hotel/Motel permitted vehicles; Baggage delivery & pick-up permitted vehicles; Tenant rental car shuttles; Off-**

Airport parking permitted vehicles and Off-Airport car rental permitted vehicles.

**c) Headway Fee**

- i) A Headway Fee shall be assessed any time a vehicle from a single company passes a designated reader in a time period, to be determined by the Authority, that is less than a set minimum. The fee for a Headway violation shall be assessed over and above the regular Trip Fee charge. The purpose of the Headway Fee is to ensure sufficient spacing between commercial vehicles of the same company on Airport property.**
- ii) This fee is applicable to Tenant rental car shuttles; Off-Airport parking permitted vehicles; and Off-Airport car rental permitted vehicles.**

**d) Recirculation Fee**

- i) A Recirculation Fee may be assessed any time a vehicle circles the Airport after it begins a trip. The fee for a Recirculation violation may be assessed over and above the regular trip fee charge. Each additional recirculation may result in additional recirculation fees. All commercial vehicles may be subject to this fee.**
- ii) This fee is applicable to Non-Tenant permitted vehicles and Hotel/Model permitted vehicles.**

**viii. Billing Trip Fees**

**Invoices will be email monthly and payment is due no later than the twentieth day of the month follows the AVI**

activity. Trips reports, Billing detail reports and all trip activity are available for each vendor on the vendor website, [www.RDUbusiness.com](http://www.RDUbusiness.com). Statements will be emailed to each operator by the 10th of the month and mailed to any operator with an account balance. Operators must keep an updated email address on file with the Authority.

ix. **Payment Submittal**

- 1) All payments must be submitted to the following lock-box by the due date: RDU Airport Authority, PO Box 63240, Charlotte NC 28263

x. **Monthly Reports**

- 1) A monthly report shall be available to each Operator via [www.rdubusiness.com](http://www.rdubusiness.com). The monthly report shall detail each fee generated by the Operator's vehicles during the month.

xi. **Delinquent Accounts**

- 1) Any account not paid by the due date shall be classified as delinquent. All delinquent accounts shall be notified via email. All issued transponders shall be suspended, and the Operator shall be prohibited from using Airport roadways. At the discretion of the Authority, an account may be reactivated once paid in full. A reactivation fee, determined by the Authority, shall be charged and is due prior to reactivation. Any delinquent account is subject to permanent revocation.

xii. **Driver Procedures**

- 1) Driver procedures are set forth in the Authority's Ordinances, Rules, and Regulations, and in Ground Transportation Bulletins. All Operators are responsible for their Drivers' actions.

xiii. **Commercial Vehicle Staging Lot**

- 1) Upon registration, the Operator shall be given access to the Commercial Vehicle Staging Lot. Operators are strongly encouraged to stage in the

lot as opposed to circling Airport property. Circling Airport property will generate Trip Fees. Staging on commercial curbsides will result in Dwell Time Fees. Payment for any and all fees will be the responsibility of the Operator. Vehicles are not authorized to stage on the side of Airport roadways, the Authority cell lot, or any other location other than the staging lot. Use of the staging lot will not result in any additional fees.

**xiv. Tampering with Airport Property**

- 1) Tampering with transponders or any Airport property is prohibited and may result in assessment of a penalty, determined by the Authority, per violation or revocation of the privilege to use Airport roadways.**

**xv. Conducting Business on Airport Property**

- 1) Conducting Ground Transportation business on Airport property without first registering and being permitted is a violation of Chapter 13 of the Authority's Ordinances and may result in an arrest for solicitation or trespassing after warning.**

**xvi. Special Events and Single Trips**

- 1) This section refers to any Operator, excluding Infrequent Operators, operating on Airport property for the purpose of providing Commercial Ground Transportation Services, directly or indirectly without charging fees on a prearranged basis, for a Special Event.**
- 2) Each Operator must pay a non-refundable registration fee, determined by the Authority, per day of operating on Airport property for each special event and/or single trip. An application must be submitted by the Operator to and approved by the Authority's Ground Transportation Department. If approved, a permit letter will be issued by the Authority and must be visible on the dashboard of the vehicle(s) at all times while on**

**Airport property. Original permit letters of authorization must not be duplicated.**

**xvii. Infrequent Operators**

- 1) Infrequent Operators are those Commercial Ground Transportation Operators who make less than four trips on Airport Property to conduct Ground Transportation Services on a prearranged basis annually and are not operating a Special Event. Operators making four or more trips on Airport Property to conduct Ground Transportation Services on a prearranged basis annually must follow all policies and procedures set forth in this document and Authority Ordinances and Rules and Regulations.**

**xviii. Insurance Requirements**

- 1) Comprehensive General Liability and Property Damage insurance with combined single limits of not less than \$1,500,000 if the proposed vehicles to be used on Airport property seat fewer than 16 passengers and with combined single limits of \$5,000,000 if the proposed vehicles to be used on Airport property seat 16 or more passengers**
- 2) Comprehensive Automobile Liability: Comprehensive Automobile Liability Insurance with the minimum limits specified in Paragraph 1 above that provides against loss or damage to persons or property from the operation of all automobiles and passenger vans or buses in connection with the operation of a business at, on or from the Airport; provided, however, that fleet automobiles and other vehicles that are separately insured against public liability and property damage in the limits prescribed herein need not be included in said Comprehensive Automobile Liability Insurance Policy if the Ground Transportation Department is provided with Certificates of Insurance evidencing such separate coverage**
- 3) Umbrella Excess Liability: Bodily Injury or Death and Property Damage coverage providing excess**

coverage on insurance required in Paragraphs 1 and 2 above in the amount of \$1,000,000

- 4) Workers Compensation: Such coverage as is required by law

xix. Appeals

- 1) Operators may appeal any fee or penalty assessed under these Rules and Regulations to a Hearing Officer designated by the President & CEO. If the Operator disagrees with the decision of the Hearing Officer, the Operator may appeal that decision in accordance with the Rules and Regulations. This shall be the Operator's only means of appealing a decision by the Hearing Officer.

m. *Section 13-26. No Grant of Rights under Ordinance or Rules*

- i. *The President & CEO shall make and amend from time to time the Rules applicable to Commercial Ground Transportation Service at the Airport. The adoption of this Ordinance and the promulgation of Rules governing Commercial Ground Transportation Service are not intended to and shall not be construed to grant any property right or expectation to any person. All persons who determine to invest time or financial resources in the providing of Commercial Ground Transportation Service at the Airport do so with full knowledge of all of the provisions of this Ordinance and the Rules adopted pursuant hereto and shall have no right or standing to make any claim whatsoever against the Authority by reason of any amendments to the same.*

7. Article 6. Taxicabs

a. *Section 13-27. Authority Licensed Taxicabs*

- i. *The Authority and the Taxicab MSC shall establish requirements and procedures to license Taxicabs for the purpose of picking up and transporting fare-paying passengers from the Airport. Only Taxicabs approved by the Taxicab MSC and licensed by the Authority may operate as Airport Licensed Taxicabs. The Taxicab MSC*

*shall have the initial responsibility to select persons to operate Taxicabs, which persons shall be subject to the approval of the Authority prior to a license being issued to such Person by the Authority. Licenses will be issued annually, and each vehicle shall be subject to periodic inspections as provided in the Rules established by the Authority and by the Taxicab MSC. In addition, all Taxicabs licensed by the Authority must at all times satisfy any and all other legal requirements to operate as Taxicabs on and in the vicinity of the Airport. Applications to renew Taxicab Licenses will be approved unless the applicant fails to satisfy the requirements for licensure and/or unless the President & CEO and/or the Taxicab MSC determines that the renewal of the license is not in the best interest of the Airport or of the traveling public. Any decision not to approve a renewal application made by the Taxicab MSC shall be subject to review by the President & CEO, in his or her discretion, and may only be taken after at least 7 days' written notice of the impending action has been given to the Operator. If the President & CEO does not concur in the decision not to renew, the license will be renewed.*

**b. Section 13-28. Taxicab Operator's License Application**

- i. Each person who will hold an Authority License to operate a Taxicab must sign and submit a complete application for a Taxicab Operator's License to the Taxicab MSC at least 30 days prior to the expected first date of operation of the business. Applications approved by the Taxicab MSC will be referred to the President & CEO and shall be reviewed and approved in accordance with the Rules established by the President & CEO from time to time. A renewal application must be signed and submitted annually at least 30 days prior to the end of the calendar year preceding the renewal period.**

**c. Section 13-29. Permits**

- i. Every Taxicab licensed by the Authority shall at all times display a current Raleigh-Durham International Airport Taxicab Permit in the form of a Decal affixed to the vehicle as required by the Rules.**

**d. Section 13-30. Fees**





- v. The following definitions shall apply to the terms used in Paragraph (vi) below:
- 1) **Local Service Area Trip:** A trip to or from a location within Durham, Wake, or Orange Counties
  - 2) **Long Trip:** A trip to or from a location beyond the Local Service Area
- vi. The maximum fares to be charged by a Taxicab Driver to passengers using the services of his or her Taxicab shall be as follows, and the meter rate shall be set by the Authority:
- 1) **Local Service Area Trips:** The amount shown on the Taxicab Meter of the vehicle
  - 2) **Long Trips:** If the point of origin or destination of the trip is outside the Local Service Area, the amount shown on the Taxicab Meter of the vehicle or an amount mutually agreed upon by the Driver and the passenger(s) in writing prior to the start of the trip
- vii. Taxicab Drivers shall negotiate with customers who choose to negotiate the fare of a long-distance trip prior to moving the Taxicab from the curbside. Drivers shall ensure that the customer has seen the fare card indicating typical rates to certain long-distance destinations.
- viii. Drivers shall immediately record the negotiated rate on the Customer Information Card and shall indicate in their manifest that the fare was negotiated.
- ix. Should multiple passengers travel to a single destination in the same Taxicab, they shall pay a single fare. Each passenger shall pay an equal share of the fare shown on the meter. Should multiple passengers travel to more than one destination in the same Taxicab, the meter fare to the first destination shall be split amongst the passengers. The meter shall then be reset, and all remaining passengers shall split the fare to the next destination, and so on, until all passengers have departed the cab.

- x. An additional fare, approved by the Authority, may be charged for each additional piece of luggage loaded and transported that exceeds two pieces of luggage for each and every passenger occupying the Taxicab.
  - xi. Taxicabs shall be authorized to transport passengers on trips between the Airport and any destination within the Local Service Area or any other destination beyond the limits of the Local Service Area.
  - xii. No Taxicab Driver operating a Taxicab pursuant to these Rules may charge or collect a fare from any passenger that exceeds the applicable fare set forth above. Any violation of this Rule by a Taxicab Driver shall constitute grounds for immediate revocation of the Driver's operating privileges.
  - xiii. Each Taxicab Driver shall keep complete rate and fare information posted at all times within any Taxicab operated on the Airport in a location clearly visible to and easily readable by all passengers in the vehicle. The Driver of each Taxicab operated on the Airport shall likewise keep the enlarged copy of his or her Driver Permit/ID Badge provided by the Authority posted within the Taxicab in an approved location that is clearly visible to and easily readable by all passengers in the vehicle at all times while he or she is on duty as the Driver of that vehicle. Any failure by a Driver to comply with this requirement shall be deemed a violation of these Rules and shall constitute grounds for immediate revocation of the Driver's operating privileges.
  - xiv. No Driver shall deceive or attempt to deceive any passenger who may ride in his or her Taxicab or who may desire to ride in his or her Taxicab as to the destination, the meter rate, or the fare to be charged; nor shall the Driver convey any passenger(s) or cause the passenger(s) to be transported to a place other than directed by the passenger(s). Drivers shall take the most direct route to the passenger's destination. In no event shall any Driver take a longer route to the destination than necessary unless so requested by the passenger(s).
- f. Meter and Flag Operation

- i. The flag or signal affixed to a Taxicab Meter shall not be changed from the vacant to the hired or engaged position until the customer(s) hiring the Taxicab has entered the Taxicab. Premature engagement of the Taxicab Meter shall presumptively be deemed overcharging the passenger. The flag or signal shall not be moved from the hired to the vacant position at the conclusion of the trip until the fare is paid.
- ii. No Taxicab shall be operated while occupied by a customer who has hired the Taxicab without the flag or signal being in the position denoting that the Taxicab is engaged.
- iii. No person shall tamper with a Taxicab Meter, the associated electrical wiring, the mechanical or electronic devices connecting the meter to the drive train, or the meter lights or attach any wires, switches, pins, or any other device whatsoever to the Taxicab Meter or the light required by the Rules. All wires shall be enclosed in a tamper-proof device of a type satisfactory to the President & CEO. Any violation of this provision shall constitute grounds for immediate revocation of the Taxicab Driver's operating privileges.
- iv. Operation of any Taxicab with a Taxicab Meter that is defective or that does not properly and accurately compute and register on its face the correct charge for the distance traveled is prohibited. Taxicabs with defective meters shall be immediately removed from the Airport.
- v. A Taxicab Meter shall be re-tested before being used whenever the size of the wheels or tires of the Taxicab in which it is installed or the gears operating the Taxicab Meter are changed, or whenever the meter is moved from one Taxicab to another.
- vi. The Driver of a Taxicab in which a Taxicab Meter is installed shall, at the beginning and end of each day of service or each change of shift, or when the operation of the Taxicab changes from one Driver to another, record the serial number of the Taxicab Meter and all of the readings appearing on the face of the Taxicab Meter on the Driver's manifest showing the date of such reading, the number of the Taxicab, and the name of the Driver.

**g. Section 13-32. Vehicle Requirements**

- i. *Each Taxicab operating at the Airport must be licensed by the Authority and must continually meet all requirements imposed by this Ordinance, by the Rules, by the AVI Policies and Procedures document, and by the Taxicab MSC. Each Taxicab must have an AVI transponder installed by the Authority.***
- ii. The maximum number of Taxicabs authorized by the Authority for operation on the Airport is limited. The number of authorized Taxicabs may be increased or decreased by the Airport Authority from time to time.**
- iii. While operated by a Taxicab Driver on the Airport pursuant to these Rules, each Taxicab contracted by the Taxicab Stand Manager shall be continuously maintained in safe, clean, and fully repaired mechanical operating condition as necessary to meet all inspection requirements established by the Authority and the Taxicab Stand Manager. All doors shall be fully useable, and handles and latching mechanisms shall enable each door to be easily opened from both the exterior and the interior of the vehicle. Heat and air conditioning shall be fully functioning and adequate to provide for passenger comfort in all reasonably anticipated weather conditions. The Driver's seat and each passenger's seat shall be equipped with a fully functioning seat belt and shoulder belt. All seats shall be of vinyl or higher quality upholstery with no cracks, splits or tears. Seats, vinyl or carpet floor covering, floor mats, upholstery, and other parts of the vehicle interior shall be kept free of stains, grease, dirt, and grime that might damage the clothing of passengers. Only minor scratches, dents, and abrasions shall be permitted on the exterior of the vehicle without repair. Under no circumstances shall the engine exhaust system emit fumes into the interior of the vehicle. The exterior of the vehicle shall be washed frequently and kept reasonably free of dirt, grime, and grease. Body paint shall not be faded or mismatched.**
- iv. Taxi Washing**
  - 1) Spray bottles and rags are allowed to be used to clean vehicles if detergents used follow RDU's**

**National Pollution Discharge Elimination System (NPDES) Permit requirements**

- 2) Buckets and brushes are allowed if detergents used follow RDU's NPDES Permit requirements.
  - 3) Minimal amounts of wash water should be used in any instance.
  - 4) Permit requirement: Detergents used outdoors must be biodegradable and have a pH in the range of 6 to 9 standard units.
  - 5) Washing of vehicles is not allowed if detergents used are not biodegradable and do not have a pH between 6 and 9 standard units.
  - 6) Rinsing of vehicles is not allowed if detergents used are not biodegradable and do not have a pH between 6 and 9 standard units.
  - 7) Washing of engines, engine parts, motors, machine parts, or other vehicle parts that may be coated in hydrocarbons (grease, oil, fuel, etc.) is not allowed.
- v. The age of any Taxicab contracted by the Taxicab Stand Manager that is operated by a Taxicab Driver on the Airport pursuant to these Rules shall not be greater than 6 model years unless authorized by the President & CEO for continuance into a seventh year. At the time that it is first placed in service at the Airport, the age of any replacement Taxicab shall not be greater than 2 model years and have been driven no more than 25,000 actual miles.
- vi. Each Taxicab contracted by the Taxicab Stand Manager that is operated on the Airport shall be distinctly painted, lettered, and marked in accordance with the Authority-approved color scheme. The body color of each Taxicab shall be the respective manufacturer's standard black with lettering of a white luminescent color.
- 1) The location and size of the lettering and the copy (wording) on each Taxicab contracted by the Taxicab Stand Manager that is operated on the

Airport shall be per the Authority's direction. The numbering of all Taxicabs shall be sequential, with no duplication.

- vii. All Taxicabs contracted by the Taxicab Stand Manager shall be marked in accordance with Airport Authority standards and with lettering and paint as specified in the Rules. No Taxicab with markings not conforming to this section and the Rules may be operated on the Airport. No marking shall be placed on the vehicle in a manner that obscures the Taxicab's exterior lighting.
- viii. Each Taxicab Meter shall be driven directly from the Taxicab's transmission to the Taxicab Meter head itself (merely connecting with the speedometer driving shaft will not be acceptable) using a flexible shaft and a flexible housing so connected and sealed as to be tamper proof. The Taxicab Meter shall be placed in such a location and position in the Taxicab that the face of the Taxicab Meter and the fare numerals may be easily seen and read by a passenger sitting in any part of the Taxicab. All Taxicab Meters shall be of a type having an illuminated face between Sunset and Sunrise. All Taxicab Meters shall be of a type such that any of the Authority's personnel can quickly determine the rate being charged by the Taxicab for a particular fare.
- ix. Each Taxicab Driver shall operate the meter in his or her Taxicab in accordance with these Rules and the Ordinances. Each Taxicab Driver shall place the Taxicab Meter flag, signal, or other device affixed to the meter in such a position as to denote that the Taxicab is engaged after a passenger has hired the Taxicab and before the Taxicab is moved. Each Taxicab Meter shall be furnished with a tamper-proof switch and system of electrical distribution so that, when the Taxicab Meter flag is in the hired position, the fare indicator on the Taxicab Meter will be lighted. Any Taxicab having an inoperable or malfunctioning Taxicab Meter shall be taken out of service and not operated on the Airport until successfully re-inspected.
- x. No Taxicab Driver nor any other Person shall use or permit to be used or driven for hire any Taxicab equipped with a

meter that is damaged, unsealed, inoperable, or malfunctioning and/or a Taxicab Meter case that does not have the cover, case, and/or gear intact and operating within certain tolerances as prescribed by the President & CEO and/or the North Carolina Department of Agriculture.

- h. Driver Requirements and Responsibilities**
  - i. Every Taxicab Driver contracted by the Taxicab Stand Manager shall be an individual Person. Legal entities such as corporations, partnerships, associations, or other business organizations may not qualify as Taxicab Drivers at the Airport. Each Taxicab Driver must maintain his or her principal residence within the Counties of Wake, Durham, or Orange in the State of North Carolina and must not have been convicted of any crime involving fraud or dishonesty or been found to be liable for violations of North Carolina's Unfair and Deceptive Trade Practices Act. Taxicab Drivers must provide business addresses, phone numbers, and 24-hour contact numbers to the Taxicab Stand Manager.**
  - ii. Each and every Taxicab Driver shall be duly licensed by the State of North Carolina and, upon request, shall present his or her license to the Authority's Law Enforcement personnel for inspection. Each and every Taxicab Driver shall be fully knowledgeable of and thoroughly familiar with the entire geographical area surrounding the Airport, including especially all of Wake, Durham, and Orange Counties and the municipalities located therein, and shall transport passengers between the Airport and the origins or destinations of their trips by the most direct route and at the least charge to them for such service.**
    - 1) Each Taxicab Driver contracted by the Taxicab Stand Manager to operate on the Airport shall keep, maintain, and protect timely, accurate passenger manifests as required by the Taxicab Stand Manager.**
  - iii. Drivers shall remain with their vehicles at all times while staged in any of the Taxicab Passenger Loading Zones at the Terminals except while assisting passengers to enter the Taxicab and loading their luggage into the Taxicab. While waiting in the Taxicab Staging Area, Drivers shall**

- remain inside or near their vehicles or inside the Driver facility in the Staging Area.
- iv. Drivers shall not engage in boisterous or rowdy conduct; use profanity or loud or abusive language with or otherwise harass passengers, other Drivers, Dispatchers, or any other Person; litter Airport premises; or otherwise act in a disorderly manner at any time while on Airport property or while transporting passengers to or from the Airport. Drivers shall at all times treat passengers, other Drivers, Dispatchers, and other Persons on the Airport with the utmost respect and courtesy.
  - v. Each Driver while on duty shall maintain clean personal hygiene without any offensive body or breath odor, shall have no odor of alcohol on his or her breath, shall not be under the influence of nor in any way incapacitated by abuse of alcohol or any other substance, and shall be fully capable of safely and properly operating his or her Taxicab.
  - vi. Drivers shall accept any passenger(s) desiring Taxicab service regardless of destination, provided such Person is orderly and able to pay the fare for the trip. The Driver shall not accept additional passengers whenever his or her Taxicab is occupied by an original passenger who desires exclusive ride service or objects to sharing the Taxicab with others. Drivers shall not accept additional passengers when the original passenger is a child under 16 years of age. All Drivers shall accept MasterCard, Visa, and American Express. Failure of the Taxicab Driver to accept these credit cards shall result in the vehicle being removed from operation at the Airport and may subject the Taxicab Stand Manager and the Driver to the penalties set forth herein and in the Management Agreement.
  - vii. No Taxicab shall be operated with more than one passenger in the front seat of the vehicle until three passengers occupy the rear seat.
  - viii. Each Driver shall thoroughly search the interior of the Taxicab at the end of each trip for any article(s) of value that may be left in the vehicle by a passenger. Any article(s) found in the Taxicab shall be immediately returned to the passenger owning the article(s), if the



passenger(s) is known. All articles not returned to the known passengers shall be deposited with the Taxicab Stand Manager at the conclusion of the Driver's tour of duty that same day.

- ix. The failure of any Taxicab Driver to reasonably comply with these requirements shall be deemed to be a violation of these Rules and shall constitute grounds for immediate revocation of the Driver's operating privileges.

- i. *Section 13-33. Taxicab Dispatching*

- i. *The Authority has established Taxicab dispatching facilities at each Terminal, and the Taxicab MSC has employed Dispatchers to staff these facilities. Such facilities and staff are clearly identified by appropriate signs and uniforms. The Dispatchers have full control and authority over the dispatching of all Taxicabs licensed by the Authority to and from the Terminals as provided in the Rules and as provided by the Taxicab MSC. No Taxicab licensed by the Authority shall accept a fare-paying passenger at the Airport unless that passenger is assigned to it by the Dispatcher on duty or has made a direct pre-arrangement with the Taxicab Operator.*

- ii. Taxicab Dispatchers employed by the Taxicab Stand Manager shall staff Taxicab dispatch booths located at the curbside of the Terminals. Dispatchers shall provide information about public ground transportation services to any customer who needs such information. Dispatchers shall organize and operate a system of staging Taxicabs for use by customers. Taxicabs shall be staged at Terminal 1 at all times.

- 1) The Dispatcher shall provide a Customer Information Card to each customer. The Customer Information Card also shall be posted in each Taxicab dispatch booth in a place visible to the public at all times. The Customer Information Card shall contain information on authorized Taxicab Meter rates and charges, on typical Taxicab fares to certain local and long-distance locations, and on additional luggage charges.

- iii. Dispatchers shall not accept tips from customers.

- j. **Section 13-34. Taxicab Staging**
- i. *Upon arriving at the Airport, all Taxicabs licensed by the Authority shall proceed immediately to the Taxicab Staging Area to await call up from that area. When and as authorized by the Dispatcher, Taxicabs shall proceed to the designated Passenger Loading Zone(s) to await the assignment of passengers. Taxicabs may not stop or wait at any other location on the Airport.*
  - ii. The function of Taxicab Staging Area is to hold and stage in a single line Taxicabs awaiting call to the Terminals to accept customers and transport them to their destinations. The Taxicab Staging Area will be set up and operated by the Taxicab Stand Manager.
  - iii. While their Taxicabs are in the Taxicab Staging Area, Drivers awaiting dispatch to Terminals may wait in their vehicles, outside their vehicles, inside the Drivers' Lounge, or outside the Drivers' Lounge as they may choose. However, Drivers who are not in one of those locations shall not leave a Taxicab in the Staging Area. No Driver may enter the Staging Area except in a Taxicab that he or she is authorized to operate by permit issued by the Authority.
  - iv. The only vehicles authorized to enter the Taxicab Staging Area are Taxicabs licensed by the Authority and contracted by the Taxicab Stand Manager to operate at the Airport, Authority-owned vehicles, and wreckers called by the Authority or the Taxicab Driver to tow or render assistance to a disabled Taxicab.
    - 1) Non-licensed Taxicabs operating on Airport property pursuant a bona-fide pre-arranged pick-up are authorized to use the Taxicab Staging Area in accordance with the procedures outlined for non-licensed Taxicabs.
  - v. All Taxicabs shall obey all directions of both the Taxicab Stand Manager and the Authority in proceeding through the Taxicab Staging Area.
  - vi. No mechanical work of any nature shall be performed on a Taxicab while it is in the Taxicab Staging Area. If a Taxicab

becomes disabled while in the Taxicab Staging Area and any mechanical work is necessary to restore it to serviceable condition, it shall be removed from that area and from the Airport before any such work is commenced.

- 1) A jump-start due to a dead battery or changing a flat tire shall not be deemed mechanical work for the purposes of these Rules.
- vii. Once a Taxicab has entered the Taxicab Staging Area and taken a place in the staging line, it shall remain in the staging line. When it has reached the front of the line, where it is designated as the “first out” Taxicab, it will be the next to be called to accept a trip. It will then be dispatched to the Terminal. If a Taxicab Driver attempts to pick up a trip in an unauthorized manner, he or she shall be subject to the penalties outlined in these Rules and in the Ordinances.
- viii. Taxicabs shall exit the Taxicab Staging Area by one of two means: Dispatched Exit or Free/Emergency Exit.
- 1) Dispatched Exit: Upon dispatch to pick up a passenger, a Taxicab may exit the Taxicab Staging Area via the Dispatched Exit and proceed to the pick-up point designated by the Dispatcher. The Taxicab may not proceed to any other point on the Airport, and, if the Taxicab does not proceed by the most direct route to the pick-up point, the Taxicab shall lose its place in the staging line. The order of exit from the staging line of the Taxicab Staging Area is the same as the order of entry; that is, the first Taxicab to enter the staging line shall be the first to exit. No Taxicab shall have or hold a place in the staging line until it has entered that line.
  - 2) Free/Emergency Exit: In the event of an emergency, in order to transport a customer for whom a trip has been pre-arranged, or in order to leave the Airport, the Driver of a Taxicab in the staging line may leave the staging line via the Free/Emergency Exit.
- k. Pre-arranged Trip Procedures for All Taxicab Operations

- i. All Taxicab Drivers, whether municipally licensed and/or contracted by the Taxicab Stand Manager, picking up pre-arranged trips at any location on Airport property shall proceed directly to the Taxicab Staging Area upon arrival at the Airport and check in with a Taxicab Dispatcher. Drivers picking up passengers from the Terminals by pre-arrangement must have the complete name, airline and flight number, and expected time of arrival of the customer. Drivers picking up passengers from other parts of the Airport must have the customer's complete name and expected destination. Should the Driver be unable to provide that information upon inquiry by the Taxicab Stand Manager, the Dispatcher, a Law Enforcement Officer, or a Traffic Control Officer, he or she will be directed to leave the Airport immediately and will not be permitted to return during the following 24 hours. The Driver also will be warned that a second violation of this provision will result in the Driver being charged with criminal trespassing. Driving through the Airport Terminal area without stopping will raise the presumption that the Taxicab Driver is not on Airport grounds pursuant to a valid pre-arranged trip.
- ii. The Driver of a Taxicab meeting a customer to be transported by pre-arrangement shall not leave the cab unattended at the Terminal curbside, and shall park only in a designated parking space in the Public Parking Facilities or in a 5-minute parking zone as directed by the Taxicab Dispatcher. No Taxicab Driver shall remain parked in such a zone for more than 5 minutes or such lesser period of time as may be directed by the Taxicab Dispatcher or Traffic Control Officer. No Taxicab Driver shall enter a Terminal to locate a customer to be transported by pre-arrangement.
- iii. The Driver or company Dispatcher receiving a request for a pre-arranged customer pick up at an Airport Terminal shall inform the customer(s) of the Taxicab company and, if possible, the number of the cab to expect and instruct the customer to meet the Driver at the Taxicab Dispatch Booth located curbside. Customers to be picked up elsewhere on the Airport shall be informed of the name of the Taxicab company, the number of the cab, and the pick-up location.

- iv. **Upon arrival at the Airport, the Driver of a Taxicab who is to meet a customer to be transported by pre-arrangement shall advise the Taxicab Dispatcher at the Taxicab Staging Area that he or she is waiting for a pre-arranged fare. The Dispatcher shall note the name, company, and cab number of any Taxicab Driver who advises that he or she is awaiting a pre-arranged fare. The Driver shall inform the Dispatcher of the required information concerning the customer. The Dispatcher, not the Driver, shall interface with and assist the customer in a manner similar to that used for a walk up customer desiring Taxicab service. The Dispatcher shall direct the Driver to relocate the Taxicab if he or she sees that it is standing or parked in an unauthorized manner.**
  
- v. **After the customer to be transported by pre-arrangement has been identified by the Dispatcher, the Taxicab Driver shall be summoned from the Taxicab Staging Area to the Terminal curbside to load the customer(s) and luggage. The Driver shall walk with the customer(s) and luggage to the Taxicab. In the event the pre-arranged Taxicab fails to arrive within 15 minutes of the pre-arranged time and/or the time requested by the customer, the Dispatcher shall assign the customer to the next available Taxicab. If the pre-arranged Taxicab arrives prior to the customer being loaded into the Taxicab summoned by the Dispatcher, the customer, if the customer so desires, shall be transported by the Taxicab with which his or her trip was pre-arranged. The Taxicab assigned by the Dispatcher shall remain in the Passenger Loading Zone and shall transport the next customer who requests Taxicab service at the Terminal.**
  
- i. ***Section 13-35. Driver Applications***
  - i. ***Each person who will drive a Taxicab licensed by the Authority must sign and submit a complete Application to the Taxicab MSC prior to the operation of the Taxicab. Applications will be reviewed and approved in accordance with the Rules established by the Taxicab MSC and by the President & CEO from time to time. A Driver may not operate a Taxicab unless and until he or she has been issued a Driver Permit/ID Badge by the Authority that is in his or her possession and continues to be in effect.***

- ii. All Persons desiring to be permitted to drive a Taxicab authorized to provide service at the Airport shall fully complete an application with the Taxicab Stand Manager. The Taxicab Stand Manager shall conduct an interview and require a Department of Motor Vehicles (DMV) driving history, which must be certified. Applicants shall undergo a criminal history record check, including fingerprinting and illegal substance testing. Drivers also shall submit a renewal application and undergo a DMV records check and a criminal history record check, including fingerprinting and illegal substance testing, annually. On an annual basis, and at least 30 days prior to Badge expiration, an RDUAA Security Badge Application, a Ground Transportation Taxicab Authorization form, and an Approval Certification Letter from the Taxicab Stand Manager must be submitted to the Authority.
- m. *Section 13-36. Examination and Investigation*
- i. *Each applicant for a new or renewed Taxicab Driver Permit/ID Badge may be examined orally, in writing, or both, by the Taxicab MSC and/or by the Authority as to his or her knowledge of the provisions of the Ordinance, Rules, traffic regulations, service area geography, and/or other required training. A complete, full, and thorough investigation, to include a criminal investigation, shall be made on each applicant to determine whether or not the information on the application is true and the applicant is a person meeting the qualifications required in the Ordinance and Rules in order to determine whether or not there is any basis for refusing to grant or renew the requested Taxicab Driver Permit/ID Badge. The applicant's criminal history may be checked by the Authority's Law Enforcement Department, the City-County Bureau of Investigation, the State Bureau of Investigation, the State Department of Motor Vehicles, and/or the Federal Bureau of Investigation using fingerprints or other identification methods.*
  - ii. Applications submitted by Taxicab Drivers convicted of a felony, any misdemeanor for which the maximum penalty is a sentence of 6 months or more, a crime involving driving of a Motor Vehicle resulting in the death of a Person, or certain other crimes relating to prostitution; the

use, possession, or sale of alcoholic beverages, beer, and/or wine; and/or the use, possession, and/or sale of narcotics, barbiturates, or other related habit-forming drugs will automatically be denied. Any renewal application submitted by a Taxicab Driver with a conviction of the infractions listed in this paragraph will be denied.

n. *Section 13-37. Badge Required*

- i. *No Driver may operate an Authority-Licensed Taxicab at the Airport without openly displaying on his or her person a current Driver Permit/ID Badge issued by the Authority permitting the Driver to operate the Taxicab. Driver Permit/ID Badges are subject to suspension or revocation at the request of the Taxicab MSC and/or by the President & CEO pursuant to this Ordinance and the Rules.*
- ii. Drivers shall at all times while on duty wear and display on the outermost garment clearly visible to the public his or her Driver Permit/ID Badge issued by the Authority.

o. *Section 13-38. Taxicab MSC Responsible*

- i. *The Taxicab MSC shall at all times be responsible for the conduct and activities of each Driver operating pursuant to an Authority Taxicab License. Incidents of improper conduct or other violations of the Rules by Drivers may be deemed to be breaches of the Taxicab License for the vehicle and may be grounds for the termination, suspension, or non-renewal of the License by the Taxicab MSC*
- ii. The operation of Taxicab service to and from the Airport is required during all periods in which scheduled airline flights are operating. The Taxicab Stand Manager shall operate the service from 5:00 a.m. until 1 hour after the arrival of the last flight daily by providing sufficient Dispatchers and vehicles as are necessary to accommodate the transportation needs of the traveling public.
- iii. The Taxicab Stand Manager shall at all times be responsible for the conduct and all actions and activities of its employees, agents, Drivers, and other representatives in any capacity while operating Taxicabs on the Airport pursuant to the terms of these Rules. The Taxicab Stand

Manager may be charged with any violation committed by one of its Drivers, regardless of whether the Driver also is charged.

- iv. The Taxicab Stand Manager shall ensure that all of its employees, agents, Drivers, and other representatives acting in any capacity while exercising the privileges granted herein observe and abide by the following specific requirements. Failure to do so will constitute a breach of these Rules and will constitute grounds for assessing the penalties defined in the Management Agreement and set forth herein.
  - 1) The Taxicab Stand Manager shall ensure that, prior to assignment to duties at the Airport, all of its employees, agents, Drivers, and other personnel exercising the privileges granted herein are thoroughly instructed in and conversant with the Authority's Ordinances and Rules that are applicable to and govern Taxicab operations on the Airport.
  - 2) While on duty at the Airport, each Driver shall comply with, follow, and obey all directives, instructions, and/or orders given by the Taxicab Stand Manager's Dispatchers and the Authority's Traffic Control Officers, Law Enforcement Officers, or other representatives of the Airport Authority.
- v. The Taxicab Stand Manager shall ensure that, prior to assignment to duties at the Airport, all of its employees, agents, Drivers, and other representatives attend all training courses required for Taxicab Drivers as may be prescribed from time to time by the President & CEO. Required training courses include initial Taxicab Driver's Training and Recurrent Taxicab Driver's Training. Initial training will be required prior to the issuance of a Temporary Driver's Permit. Recurrent training will be required annually during the last calendar quarter of each year.
- p. *Section 13-39. Fines, Suspension and Revocation*
  - i. *Taxicab Operators and Taxicab Drivers will be subject to fines and to suspension or revocation of Taxicab Operator*



*Licenses and/or Driver Permits for violation of this Ordinance or the Rules, as further provided in the Rules and as provided in the rules and agreements in effect between the Taxicab MSC and the holders of Taxicab Operator Licenses. Fines, suspensions and/or revocations of Taxicab Operator Licenses and/or Driver Permits may be imposed by the Taxicab MSC, subject to review by the Authority, or by the President & CEO in his or her sole discretion.*

- ii. Violation of any these Rules or Ordinance shall entitle the President & CEO, or designee, to immediately suspend the Driver Permit/ID Badge of the Driver as provided hereinafter. Repeated violations may result in permanent revocation of the Driver Permit/ID Badge. In addition, the Airport Authority may establish a schedule of civil penalties to be assessed against violators of these Rules in lieu of such suspension or revocation.

8. *Article 7. Shuttle Operators*

a. *Section 13-40. Permits*

- i. *A current Shuttle permit in the form of a Decal issued by the Authority shall be required for each Shuttle operating at the Airport. The permit will be issued upon execution of any applicable Concession Agreement, satisfactory inspection of the vehicle, payment of the required fees, and delivery to the Authority of a satisfactory certificate of insurance.*
- ii. *While operated by a Shuttle Concessionaire at the Airport pursuant to these Rules, each Shuttle shall continuously display an Airport Decal or other means of vehicle identification authorized by the President & CEO.*

b. *Section 13-41. Fees*

- i. *The fee for issuance of a Shuttle permit shall be as provided in the applicable Concession Agreement or the Rules. No refund will be made in the event of cancellation or revocation of a permit prior to the end of the permit period or the term of the Concession Agreement pursuant to which the same was issued. Failure to pay all fees and charges when due will result in termination of the Shuttle*

*Concessionaire's Concession Agreement and all operating privileges at the Airport.*

- ii. As partial consideration for the granting of the privilege described herein, the Shuttle Concessionaire agrees to pay to the Authority a fee, set by the Airport Authority in its discretion and charged per calendar month, for the privilege of operating on the Airport.
  - iii. The monthly fee shall be due and payable in advance, in cash or by check, in accordance with the Authority's Accounts Receivable Policy and in a form acceptable to the Authority, on the first day of each calendar month as a condition for the continuation of the Shuttle Concession. No part of the monthly fee shall be refundable to the Concessionaire in the event of termination of the Concession by the Authority by reason of a violation of the Ordinances, Rules, or Procedures. Neither shall any part of the monthly fee be refundable to the Concessionaire for any part of any month in which any vehicle authorized to operate hereunder is inoperative or is not operated for any reason.
- c. *Section 13-42. Rates*
- i. *The schedule of fares for all Shuttle Concessionaire's trips originating or terminating at the Airport shall be as specified in the Shuttle Concessionaire's Concession Agreement. With the exception of the Shuttle Concessionaire, a rate card showing the current schedule of fares shall be posted and displayed at all times in such form and posted in such places in the interior of the Shuttle as may be specified by the President & CEO while a Shuttle is being operated on the Airport or in the transportation of passengers to or from the Airport.*
  - ii. The Shuttle Concessionaire shall maintain and keep full, complete, accurate, and permanent records of all trips and fares charged and all sums of money received or payable on account of or arising out of the business and all business transactions conducted at the Airport by or for the account of the Concessionaire. All such records, books, and supporting documents and information shall be made available to the Authority for inspection and audit by the Authority and its duly authorized agents or representatives

at all reasonable times during ordinary business hours. The Authority intends to conduct annual audits of all accounts. Upon written request by the Authority, the records shall be delivered to the office of the Authority for inspection and audit. All said records shall be kept and preserved by the Concessionaire for a period of not less than 3 years.

- i. **No Shuttle Concessionaire shall be authorized to charge more than the fares specified in the Agreement or approved by the Authority.**
  - 1) **The Shuttle Concessionaire at all times shall keep complete rate and fare information posted within each Shuttle operated at the Airport in a location clearly visible to and easily readable by all passengers in the vehicle. The Driver of each Shuttle operated at the Airport shall likewise keep his or her Driver Permit/ID Badge clearly visible and easily readable by all passengers in the vehicle at all times while he or she is on duty as the Driver of that vehicle. Any failure by a Concessionaire or any of the Concessionaire's Drivers to comply with this requirement shall be deemed a breach of these Rules and will constitute grounds for assessment of Civil Penalties, suspensions, and/or cancellation or suspension of the Agreement or Driver Permit/ID Badge by the Airport Authority.**
    - a) **The Shuttle Concessionaire also shall keep available and distribute to people seeking the same the Shuttle Information Card prepared by the Authority that provides information about the Shuttle service available at the Airport.**
  - 2) **No Driver shall deceive or attempt to deceive any passenger who may ride or desire to ride in his or her Shuttle as to the destination or the fare to be charged, nor shall the Driver convey any passenger(s) to a place other than the agreed destination. The Driver shall take the most direct route to the passenger's destination. In no event shall any Driver take a longer route to the destination than is absolutely necessary.**

- ii. A receipt containing the date, fare charged, and the Driver and/or vehicle number shall be given to the customer.
- d. *Section 13-43. Vehicle Requirements*
- i. *Each Shuttle operating at the Airport must be permitted by the Authority and must continually meet all requirements imposed by the Rules established by the President & CEO from time to time and the AVI Policies and Procedures. Each vehicle must have an AVI transponder installed by the Authority.*
  - ii. Every Shuttle used by a Shuttle Concessionaire in providing authorized Shuttle service at the Airport shall be licensed continuously as a Shuttle by the Authority. Each individual Shuttle shall have been inspected by the Concessionaire and been determined to be properly equipped and in satisfactory condition for safe public passenger transportation prior to issuance of an Airport Decal and prior to reissuance of said Decal. Vehicles must be of the type (make, model, and size) approved by the President & CEO.
  - iii. While operated by a Shuttle Driver on the Airport pursuant to these Rules, each Shuttle owned by the Shuttle Concessionaire shall be continuously maintained in safe, clean, and fully repaired mechanical operating condition as necessary to meet all inspection requirements established by the Authority and the Shuttle Concessionaire. All doors shall be fully useable, and handles and latching mechanisms shall enable each door to be easily opened from both the exterior and the interior of the vehicle. Heat and air conditioning shall be fully functioning and adequate to provide for passenger comfort in all reasonably anticipated weather conditions. The Driver's seat and each passenger's seat shall be equipped with a fully functioning seat belt and shoulder belt. All seats shall be of vinyl or higher quality upholstery with no cracks, splits, or tears. Seats, vinyl or carpet floor covering, floor mats, upholstery, and other parts of the vehicle interior shall be kept free of stains, grease, dirt, and grime that might damage the clothing of passengers. Only minor scratches, dents, and abrasions shall be permitted on the exterior of the vehicle without repair. Under no

circumstances shall the engine exhaust system emit fumes into the interior of the vehicle. The exterior of the vehicle shall be washed frequently and kept reasonably free of dirt, grime, and grease. Body paint shall not be faded or mismatched.

- iv. The age of any Shuttle owned by the Shuttle Concessionaire that is operated by a Shuttle Driver on the Airport pursuant to these Rules shall not be greater than 5 model years unless authorized by the President & CEO for continuance into a sixth year. At the time that it is first placed in service at the Airport, the age of any replacement Shuttle shall not be greater than 2 model years and have been driven no more than 25,000 actual miles.
- v. The Shuttle Concessionaire shall present the registration for the vehicles, current insurance documentation, and proof of vehicle inspection documents. Authority representatives shall inspect all documents to ensure the documents are current and valid. In the event that any of the above documents are not valid, the Shuttle Concession Agreement can be suspended. The Concessionaire must correct any deficiencies and resubmit these documents to cancel any suspensions.
- vi. Random inspections of Shuttles may be conducted by the Authority to determine if any suspected defects are present. Any Shuttle that fails such inspection shall immediately be removed from service until the defect is fully repaired and the Shuttle re-inspected and found ready to be returned to service. Any Shuttle that sustains significant damage due to involvement in an accident shall be fully repaired and pass inspection before being returned to service.
- vii. Any Shuttle licensed to operate at the Airport must be approved by the Authority prior to operating.
- viii. A replacement Shuttle must be inspected by the Shuttle Concessionaire and the Authority before it will be allowed to enter service. The Airport Decal on any Shuttle being replaced must be removed and returned to the Ground Transportation Manager before a new Decal will be issued. A proposed replacement Shuttle shall have been painted

and marked in compliance with the Airport standard before being presented for inspection.

- ix. Shuttles that are not presented for an inspection or that fail to complete the inspection process shall immediately be removed from service at the Airport.
  - x. Shuttles that sustain significant damage in an accident (e.g., damage of more than \$250) or other Maintenance to remain in proper working order shall be removed from service immediately. The Concessionaire shall notify the Ground Transportation Manager within 5 days of the Maintenance or damage and shall detail the reason for removal from service. The Concessionaire also shall provide any accident report generated, an estimate of how long the vehicle will be out of service, and if a replacement vehicle will be required. Repaired and/or replacement vehicles shall be inspected before return to service. Concessionaires who fail to notify the Ground Transportation Manager of vehicles that are out of service shall be subject to civil penalties, suspension and/or revocation.
  - xi. Each Shuttle operated at the Airport pursuant to these Rules shall be distinctly painted, lettered, and marked in accordance with a color scheme approved in writing by the President & CEO. Vehicles with faded or discolored body paint shall be repainted promptly upon notice from the President & CEO to do so.
  - xii. The location and size of lettering and the copy (wording) on each Shuttle shall be as approved in writing by the President & CEO. Shuttle Concessionaires shall submit scaled drawings indicating the copy, numbers, logos, or any other item painted on each Shuttle and the exact location of each item on the vehicle. All other Shuttle markings also shall be affixed in accordance with the marking plan submitted by the Concessionaire and approved by the President & CEO.
- e. *Section 13-44. Drivers*
- i. *Each person who drives an Authority-licensed Shuttle must sign and submit a complete application to the Authority at least 30 days prior to the expected first date of operation*

*of the Shuttle. Applications will be reviewed and approved in accordance with the Rules. No Driver may operate a Shuttle at the Airport without openly displaying on his or her person a current Driver Permit/ID Badge issued by the Authority permitting the Driver to operate the Shuttle. Driver Permit/ID Badges are subject to suspension or revocation pursuant to the Rules.*

- ii. Each and every Driver shall be duly licensed by the State of North Carolina and, upon request, shall present the license to the Authority's Law Enforcement personnel.
- iii. Drivers shall stay with their vehicles at all times while the same are standing in the Shuttle Passenger Loading Zones at the Terminals, except for services rendered in assisting passengers.
- iv. Drivers shall not park or stand in any Passenger Loading Zone nor enter any Terminal. Drivers shall not engage in boisterous or rowdy conduct; harass or use profanity or loud or abusive language in conversation with passengers, other Drivers, or any other Person; litter Airport premises; or otherwise act in a disorderly manner at any time while on Airport property or while transporting passengers to or from the Airport. Drivers shall at all times treat passengers, other Drivers, and other Persons on the Airport with the utmost respect and courtesy.
- v. Each Driver while on duty shall be fully and neatly dressed in clean shirt or blouse, long trousers or skirt, and leather shoes and hosiery as specified in the Agreement; shall maintain clean personal hygiene without any offensive body or breath odor; shall have no odor of alcohol on his or her breath; shall not be under the influence of nor in any way incapacitated by abuse of alcohol or controlled substances; shall be fully capable of safely and properly operating his or her Shuttle; and shall at all times while on duty wear and display on the outermost garment clearly visible to the public his or her Driver Permit/ID Badge issued by the Authority.
- vi. While on duty at the Airport, each Driver shall comply with, follow, and obey all directives, instructions, and/or orders given by Traffic Control Officers, Law Enforcement Officers, or other representatives of the Airport Authority.

- vii. Each Driver shall thoroughly search the interior of the Shuttle at the termination of each trip for any article(s) of value that may be left in the vehicle by a passenger. Any article(s) found therein shall be immediately returned to the passenger owning the article(s) if the passenger(s) is known. All articles not so returned to known passenger(s) shall be deposited with the Shuttle Concessionaire at the conclusion of the Driver's tour of duty. A written report in duplicate of the finding shall be made by the Concessionaire to the Authority's Law Enforcement Department within 8 hours.
- f. *Section 13-45. Examination and Investigation*

  - i. *Each applicant for a new or renewed Shuttle Driver Permit/ID Badge may be examined orally, in writing, or both, by the President & CEO as to his or her knowledge of the provisions of the Ordinance, Rules, traffic regulations, service area geography and/or other required training. A complete, full, and thorough investigation, to include a criminal investigation, shall be made on each application to determine whether the information on the application is true and the applicant is a person meeting the qualifications required in the Ordinance and Rules to determine whether there is any basis for refusing to grant or renew the requested Shuttle Driver Permit/ID Badge. The applicant's criminal history shall be checked by the Authority's Law Enforcement Department, the City-County Bureau of Investigation, the State Bureau of Investigation, the State Department of Motor Vehicles, and/or the Federal Bureau of Investigation using fingerprints or other identification methods.*
  - ii. Each and every Driver shall be fully knowledgeable of and thoroughly familiar with the entire geographical area surrounding the Airport, including especially all of Wake, Durham, and Orange Counties and the municipalities located therein.
  - iii. All Persons operating an approved Shuttle at the Airport shall fully complete a RDUAA Security Identification Badge Application and renew it annually. The Shuttle Concessionaire shall certify that a criminal history record



check and a driving history check of each Driver have been done.

- 1) On an annual basis, all Shuttle Drivers shall submit a RDUAA Security Identification Badge Application at least 30 days prior to expiration of their then current Driver Permit/ID Badge. Attached to the application shall be a North Carolina Department of Motor Vehicles driving history, which must be certified. The renewal application shall be reviewed, and a criminal history and Driver history check shall be completed.

**g. Section 13-46. Concessionaire Responsible**

- i. *Each Shuttle Concessionaire shall at all times be responsible for the conduct and activities of each Driver operating one of the Concessionaire's vehicles pursuant to the Concession Agreement. Improper conduct or violation of laws, Authority Ordinances, or Rules by a Driver shall be deemed a breach of the Concession Agreement and a default by the Concessionaire in the performance of the covenants contained in the agreement.*
- ii. Each Shuttle Concessionaire shall supervise and be directly responsible for each and every Driver operating any of the Shuttles listed in its Agreement.
- iii. Each Shuttle Concessionaire shall at all times be responsible for the conduct and all actions and activities of its employees, agents, Drivers, and other representatives in any capacity while operating Shuttles at the Airport pursuant to the terms of these Rules. Disorderly conduct or violation of the Ordinances or the Rules by any employee, agent, Driver, or other representative of the Concessionaire shall be deemed a violation of these Rules and shall constitute a default by the Concessionaire in the performance of the covenants contained in the Agreement and a violation of these Rules. All actions of the Concessionaire's employees or agents shall be conclusively presumed to be the actions of the Concessionaire, including actions that amount to a violation of these Rules or a default by the Concessionaire in the performance of the obligations assumed by the Concessionaire in agreeing

to abide by these Rules, and may give rise to suspension or cancellation of the Agreement by the Authority.

- iv. Each Shuttle Concessionaire shall ensure that all of its employees, agents, Drivers, and other representatives acting in any capacity while exercising the privileges granted herein at the Airport will observe and abide by all applicable requirements. Any failure to do so will constitute a breach of the Agreement and a violation constituting grounds for assessment of Civil Penalties and/or suspension or cancellation of its Agreement by the Authority.
  - 1) The Shuttle Concessionaire is responsible for ensuring that, prior to assignment to duties at the Airport, all of its employees, agents, Drivers, and other personnel exercising the privileges granted in the Agreement with the Authority and herein are thoroughly instructed in and conversant with applicable Ordinances and Rules.
  - 2) The Shuttle Concessionaire is responsible for ensuring that, prior to assignment to duties at the Airport, all of its employees, agents, Drivers, or other representatives attend all training courses as may be prescribed from time to time by the President & CEO. Required training courses include Initial Shuttle Driver's Training and Recurrent Shuttle Driver's Training. Initial training will be required prior to the issuance of a Temporary Driver's Permit. Recurrent training will be required on an annual basis during the last quarter of each calendar year. Drivers who have not completed all required training due only to the unavailability of scheduled courses may be issued temporary permits provided that they agree to complete all such training the next time it is offered. Temporary permits will be revoked immediately upon the failure of the Driver to attend and complete the training at such time.
- h. Passenger Manifests

- i. Each Shuttle Concessionaire and each Driver authorized to operate on the Airport shall keep, maintain, and protect timely, accurate passenger manifests as follows:**
  - 1) Each Shuttle Concessionaire shall require each Driver operating its Shuttle to maintain a daily manifest upon which is recorded all trips made each day, showing time and place of origin and destination of each trip, number of passengers, and amount of the fare. All such completed manifests shall be turned into the Concessionaire by the Driver at the conclusion of his or her tour of duty. Forms for such records approved by the President & CEO shall be furnished to the Driver by the Concessionaire.**
  - 2) Each Shuttle Concessionaire shall retain and preserve all Drivers' manifests in a safe place for not less than 3 years. Upon request, the same shall be made available for inspection by the President & CEO or designee.**

**i. *Section 13-47. Fines, Suspension and Revocation***

- i. *Each Shuttle Concessionaire shall at all times be responsible for the conduct and activities of each Driver operating one of the Concessionaire's vehicles pursuant to the Concession Agreement. Improper conduct or violation of laws, Authority Ordinances, or Rules by a Driver shall be deemed a breach of the Concession Agreement and a default by the Concessionaire in the performance of the covenants contained in the agreement.***
- ii. The failure of any Shuttle Concessionaire and/or Driver to reasonably comply with these requirements shall be deemed to be a violation of these Rules and shall constitute grounds for immediate termination of the privileges of the Concessionaire and/or Driver by the Airport Authority. In addition, the Airport Authority may establish a schedule of civil penalties to be assessed against violators of these Rules in lieu of such suspension or cancellation.**
- iii. Any failure of the Shuttle Concessionaire or its agents, employees, Drivers, or other representatives to observe,**

abide by, and comply with any law, Ordinance, Rule, or Directive applicable to the operation of Shuttles at the Airport, including the terms and conditions of its Agreement and these Rules, shall constitute a violation of these Rules. In the event of the occurrence of any such violation, the Airport Authority may, at its discretion, assess Civil Penalties or immediately suspend or cancel the Concessionaire's Agreement and terminate all rights and privileges granted to the Concessionaire by the Airport Authority's giving written notice to the Concessionaire as provided below.

- iv. Any failure by the Airport Authority to terminate the Shuttle Concessionaire's Agreement because of violation by the Concessionaire of the terms of the Agreement or these Rules shall not constitute a waiver by the Director of his or her right to suspend, cancel, or terminate the same for any subsequent breach by the Concessionaire.

#### 9. Tenant Courtesy Vehicle Operation

- a. All Tenants desiring to provide Courtesy Vehicle services must hold an Airport Concession Agreement. All provisions of this section may not be implemented at the time these Rules are promulgated. Instead, the Airport Authority shall establish a timetable, either in the Concession Agreements themselves or by directive, by which this section shall be implemented.
- b. Courtesy Vehicle service shall be offered to passengers on all scheduled arriving major and regional carrier airline flights operated at the Airport and/or as required to meet the needs of each Tenant's customers. Failure of any Tenant to comply with this requirement shall be a violation of these Rules and will constitute grounds for assessment of civil penalties and/or suspensions or cancellation by the Airport Authority of the Tenant's Concession Agreement.
- c. Each Tenant shall supervise and be directly responsible for each and every Driver operating any of the Courtesy Vehicles listed in its Agreement. Each and every Driver shall be duly licensed by the State of North Carolina and, upon request, shall present the license to the Authority's Law Enforcement personnel. Each and every Driver shall be fully knowledgeable of the entire geographical area surrounding the Airport, including all of Wake,

Durham, and Orange Counties and the municipalities located therein.

- i. The Tenant shall certify that a criminal history record check and a driving history check of each Driver have been done. All Persons operating an approved Shuttle at the Airport shall fully complete a RDUAA Security Identification Badge Application and renew it annually.
  - ii. On an annual basis, all Tenant courtesy Shuttle Drivers shall submit a RDUAA Security Identification Badge Application at least 30 days prior to expiration of their then current Driver Permit/ID Badge.
- d. The failure of any Tenant and/or Driver to reasonably comply with these requirements shall be deemed to be a violation of these Rules and shall constitute grounds for immediate termination of the privileges of the Tenant and/or the Driver by the President & CEO.
- e. The Tenant shall ensure that the Driver of each of its Courtesy Vehicles operated at the Airport shall keep his or her Driver Permit/ID Badge clearly visible and easily readable by all passengers in the vehicle at all times while on duty. Any failure by the tenant or the tenant's Drivers to comply with this requirement shall be deemed a breach of these Rules and will constitute grounds for assessment of Civil Penalties or cancellation or suspension of the Tenant's Concession Agreement by the Airport Authority.
- f. Tenant Responsible for Employees, Agents, and Drivers:
  - i. Each Tenant shall at all times be responsible for the conduct and all actions and activities of its employees, agents, Drivers, and other representatives in any capacity while operating Courtesy Vehicles at the Airport pursuant to the terms of these Rules. Disorderly conduct or violation of the Ordinances or the Rules by any employee, agent, Driver, or other representative of the Tenant shall be deemed a violation of these Rules and shall constitute a default by the Tenant in the performance of the covenants contained in the Agreement and a violation of these Rules. All actions of the Tenant's employees, agents, or Drivers shall be conclusively presumed to be the actions of the Tenant, including actions that amount to a violation of

these Rules, or a default by the Tenant in the performance of the obligations assumed by the Tenant in agreeing to abide by these Rules, and may give rise to suspension or cancellation of the Agreement by the Authority.

- ii. Each Tenant shall ensure that all of its employees, agents, Drivers, and other representatives acting in any capacity while exercising the privileges granted herein on the Airport observe and abide by all applicable requirements of the Agreement, the Rules, or Ordinances. Any failure to do so will constitute a breach of the Agreement and a violation constituting grounds for assessment of civil penalties and/or suspension or cancellation of its Agreement by the Authority.
  - 1) Drivers shall stay with their vehicles at all times while the same are standing in the Courtesy Vehicle Passenger Loading Zones at the Terminals, except for services rendered in assisting passengers.
  - 2) Drivers shall not park or stand in any Passenger Loading Zone nor enter any Terminal. Neither shall Drivers engage in boisterous or rowdy conduct; harass or use profanity or loud or abusive language in conversation with passengers, other Drivers or any other Person; litter Airport premises; or otherwise act in a disorderly manner at any time while on Airport property or while transporting passengers to or from the Airport. Drivers shall at all times treat passengers, other Drivers, and other Persons on the Airport with the utmost respect and courtesy.
  - 3) Each Driver while on duty shall be fully and neatly dressed; shall maintain clean Personal hygiene without any offensive body or breath odor; shall have no odor of alcohol on his or her breath; shall not be under the influence of nor in any way incapacitated by abuse of alcohol or controlled substances; shall be fully capable of safely and properly operating his or her vehicle; and shall at all times while on duty wear and display on the outermost garment clearly visible to the public his

or her Driver Permit/ID Badge issued by the Authority.

4) The Tenant is responsible for ensuring that, prior to assignment to duties at the Airport, all of its employees, agents, Drivers, and other personnel exercising the privileges granted in the Agreement and herein are thoroughly instructed in and conversant with the applicable Authority Ordinances and Rules.

5) While on duty at the Airport, each Driver shall comply with, follow, and obey all directives, instructions, and/or orders given by Traffic Control Officers, Law Enforcement Officers, or other representatives of the Airport Authority.

iii. Violation of any of these Rules by an employee, Driver, agent, or other representative of the Tenant entitles the President & CEO to immediately suspend or cancel the operating privileges of the Tenant and/or the Driver upon notice to the Tenant as provided hereinafter. In addition, the Airport Authority may establish a schedule of civil penalties to be assessed against violators of these Rules in lieu of such suspension or cancellation.

#### 10. Notices

i. Notices to the Authority shall be delivered in Person or addressed to the President & CEO at the following address:

Raleigh-Durham Airport Authority  
P.O. Box 80001  
RDU Airport, North Carolina 27623-0001

ii. Notices shall be deposited in the U.S. Mail, postage prepaid, sent by registered or certified mail.

iii. Notices to the Tenant shall be addressed to the Tenant at the address stated in its Agreement and shall be deposited in the U.S. Mail, postage prepaid, sent by registered or certified mail.

#### 11. *Article 8. Non-Tenant Commercial Vehicle Permits*

a. **Section 13-48. Non-Tenant Business**

- i. ***The term "Non-Tenant Business," as used herein, is defined as a business operation not having a concession contract, lease, or agreement with the Authority granting the privilege of having offices or other facilities on the Airport from which to conduct business or permission to conduct such business on Airport property. Non-Tenant Business does not include a Transportation Network Company (or its Drivers) that has entered into an Operating Agreement with the Authority and whose Drivers are operating in compliance with such Agreement.***

b. **Section 13-49. Permit/AVI Transponder Required**

- i. ***Any person, firm, or corporation desiring access to the Airport for the purpose of conducting business operations on Airport property, either directly or indirectly, shall first apply to and obtain a Non-Tenant Business Permit and AVI Transponder(s) from the Authority prior to conducting any business on Airport property.***

c. **Section 13-50. Application**

- i. ***Applications for Non-Tenant Business Permits shall contain the following information, agreements, and proof:***
- 1) **The name and address of the person, firm, or corporation applying to conduct business operations on the Airport**
  - 2) **For all applicants other than publicly traded corporations, the name and address of each person owning at least 10 percent of the business**
  - 3) **The names and job titles of all local management personnel who will directly or indirectly oversee and manage the operation of vehicles to be operated on Airport property**
  - 4) **An email address(es) for the local management personnel**
  - 5) **The make, model, color, identification (serial) number, passenger capacity, and Motor Vehicle**



license number of all vehicles to be operated on Airport property

- 6) An agreement that the applicant will observe, obey, and follow all Ordinances, Rules, and Procedures promulgated by the Authority, and that all operators of vehicles to be operated on Airport property will be uniformed, wear badges, or be otherwise clearly identified to the public as employees of the business
- 7) Proof of all business and Motor Vehicle permits required by local, State, and Federal regulations
- 8) A written agreement that company vehicles will park only in parking areas or stand only in areas specifically designated by the President & CEO for non-tenant business vehicle use
- 9) A written agreement to indemnify and hold the Authority harmless from any and all claims and actions whatsoever that arise out of business operations conducted by the applicant on, at, or from Airport premises, and certificates of insurance naming the Authority as an additional insured with respect to such contractual liability

ii. *There shall be a charge payable in advance to cover administrative costs of processing each annual permit application. No part of such charge shall be refundable in the event the application is denied or the permit, if issued, is subsequently revoked. The amount of the charge will be determined by the President & CEO.*

d. *Section 13-51. Permit Revocation*

- i. *A Non-Tenant Business Permit may be revoked by the Authority for cause 5 days after delivery of notice to the holder thereof, either in person or by registered or certified mail, postage prepaid. The term "cause" shall include:*
  - 1) Breach of or failure to perform any agreement stated hereinabove

- 2) Failure to make timely payments of amounts due the Authority
  - 3) Violation of Airport Ordinances, standards, rules, or regulations by the company or any officer or employee thereof
  - 4) Violation of local, State, or Federal laws and ordinances
  - 5) The occurrence of an event or a situation that, in the opinion of the President & CEO, requires revocation of a permit to protect the public health, safety, welfare, or morals or preserve the financial interests of the Authority
- ii. *In the event of the revocation of a permit, all sums then owing to the Authority by the permit holder shall immediately become due and payable*
12. *Chapter 13, Article 9. Transportation Network Company (TNC)*
- a. Section 13-52. No TNC shall be permitted to provide Commercial Ground Transportation Services at the Airport except pursuant to the terms and conditions of an Operating Agreement with the Authority.
  - b. Section 13-53. A TNC that desires to provide Commercial Ground Transportation Services at the Airport shall, prior to providing such services, provide the Authority with proof of compliance with North Carolina General Statutes Chapter 20, Article 10A, as amended.
  - c. Section 13-54. A TNC Driver who desires to provide Commercial Ground Transportation Services to and from the Airport shall pick-up passengers, drop-off passengers, and stage in areas designed by the President and CEO.
  - d. Section 13.55. Unless otherwise precluded by North Carolina law, a TNC and its Drivers shall comply with all Airport Ordinances, Rules and Regulations promulgated by the Authority and President/CEO.
  - e. Section 13.56. No TNC shall conduct Commercial Ground Transportation Services at the Airport unless they are in full compliance with the requirements of this Ordinance and its

Operating Agreement in regard to the payment of fees established for the use of Airport facilities.

13. *Chapter 13, Article 10. Non-Tenant Commercial Vehicle Fees*

a. *Section 13-56. Fees*

- i. *No Non-Tenant Business shall use the facilities of the Airport to provide Commercial Ground Transportation Services to Airport patrons without first obtaining a permit and an AVI transponder(s) (except Non-Tenant Taxicab Operators shall not be required to obtain an AVI transponder) issued by the President & CEO in accordance with the AVI Policies and Procedures, and paying all applicable fees in the AVI Policies and Procedures in addition to the fees set forth in the Authority’s rates and charges approved by the Authority’s Board of Directors (“Authority Board”). These fees shall be established at the time the Authority Board establishes and approves the Authority’s annual capital and operating budgets. Said AVI rates and fees are subject to change no less frequently than annually upon approval of the Authority Board. The following classification of fees shall be set at such times:*

<i>Type of Provider</i>	<i>Permit Fees</i>
<i>Non-Tenant Parking Lot Operators</i>	<i>A percentage of gross receipts derived from charges made to patrons transported between the Airport and the operator’s off-airport parking facility based on business transactions during the preceding calendar month, payable monthly</i>
<i>Non-Tenant Rental Car Operators</i>	<i>A percentage of gross receipts derived from charges made to patrons transported between the Airport and the Operator’s off-airport car rental facility, payable monthly based on business transactions during the preceding calendar month</i>
<i>Non-Tenant Taxicab Operators</i>	<i>A dollar amount for each pre-arranged pickup at the Terminals, which amount shall be payable to the Dispatcher prior to each pickup. [Collection suspended by the Authority February 20, 2003.]</i>

<i>Type of Provider</i>	<i>Permit Fees</i>
<i>Other Non-Tenant Ground Transport Operators</i>	<i>Application fees and fees imposed under the AVI Policies and Procedures or Operating Agreement approved by the President &amp; CEO</i>

ii. *Proof of vehicle registration, proof of insurance, proof of possession of an AVI transponder, the AVI Policies and Procedures, and all other requirements of Article 3 shall apply to each vehicle operated at the Airport at any time during a calendar year. Permits issued to an operator shall not be transferable between any registered vehicles operated by a single non-tenant commercial ground transportation operator. AVI transponders shall not be transferable. Every Non-Tenant commercial ground transportation vehicle, except Non-Tenant Taxicabs, that operates on the Airport must have a permit issued by and an AVI transponder installed by the Authority.*

b. *Chapter 13, Section 13-57. Definition of "Gross Receipts"*

i. *The term "gross receipts," as used in this Article, shall mean and include the total dollar amount of all revenues of every kind, character, and description from sales of merchandise and services, including customer vehicle maintenance and cleaning services, received by Non-Tenant Parking Lot Operators and Non-Tenant Rental Car Operators from patrons picked up at or delivered to the Airport by such operators, whether for cash or credit, regardless of when or whether paid. Furthermore, "gross receipts" also shall mean that the amount shown on the face of the parking ticket or car rental agreement equals the revenue from the parking or car rental transaction. The term "gross receipts" specifically includes the following:*

- 1) *Time, trip, mileage, parking fees, and all other charges, except those specifically excepted herein, from or in connection with business transacted with persons picked up at or delivered to the Airport*
- 2) *Premiums charged to or collected from persons picked up at or delivered to the Airport on account of the purchase of personal accident insurance*

- 3) *Amounts charged to or collected from persons picked up at or delivered to the Airport in return for which the Rental Car Operator agrees to waive its rights to collect from said persons for damage to rental vehicles, otherwise known as collision damage waiver (CDW) and/or loss damage waiver (LDW) charges*
- 4) *Revenue arising out of the Operator's attempt to recover its payment of a fee(s) to the Authority through a fee recovery process*
- 5) *Amounts charged by Operators to persons picked up at or delivered to the Airport for rental of accessories, including mobile and/or cellular telephones, infant and/or child seats, facsimile machines, satellite radio service, and Global Positioning System (GPS) equipment*
- 6) *Amounts charged by Operators to persons picked up at or delivered to the Airport for "one-way fees," drop charge fees, intercity fees or similar fees*
- 7) *Revenue arising out of the sale of fuel or petroleum products charged by the Operator to persons picked up at or delivered to the Airport upon the return of a rented vehicle*
- 8) *Amounts arising out of the Operator's charge or fee to persons picked up at or delivered to the Airport for late return of a rental vehicle beyond the return date and time stated in the rental contract and/or beyond any grace period provided the customer by the Operator*
- 9) *Revenue arising out of a fee charged to persons picked up at or delivered to the Airport and retained by the Operator for the customer's use of a rental vehicle contrary to the terms of the vehicle rental contract, including speeding, driving under the influence of an intoxicant or controlled substance, and taking the vehicle out of State or otherwise out of an approved area as defined in that contract, regardless of whether the customer*

*is arrested, cited, or otherwise penalized by law enforcement authorities for such conduct*

- 10) *Amounts arising out of the Operator's charge or fee to persons picked up at or delivered to the Airport for a driver who is either under the age of 25 years or any similar age that the Operator might establish for the imposition of such fee*
  - 11) *Amounts arising out of any additional charge or fee imposed by the Operator on persons picked up at or delivered to the Airport for allowing two or more persons to drive the rental vehicle*
- ii. *Specifically excepted and excluded from "gross receipts" shall be the following amounts:*
- 1) *North Carolina Sales Taxes and any other municipal, State, or Federal sales, excise, or other similar taxes that are separately stated to and paid or payable by persons picked up at or delivered to the Airport, now or hereafter levied or imposed*
  - 2) *The amount of any cash or quantity discounts received by the Operator from sellers, suppliers, or manufacturers*
  - 3) *The amount of bona fide refunds or credit granted persons picked up at or delivered to the Airport for the actual return of merchandise, supplies, equipment, or services*
  - 4) *Any sums received from insurance or otherwise for damage to vehicles or other property of the Operator or for loss, conversion, or abandonment of such vehicles*
  - 5) *Customer coupons and/or discounts when taken before or at the time of vehicle or parking space rental; provided, however, that the Operator may not exclude customer or corporate volume discounts applied retroactively after the time of rental, nor any discount or similar benefit accrued or provided in relation to any credit card discount or special or promotional program*

- iii. *No deduction shall be made by the Operator from “gross receipts” for bad accounts.*
14. **Chapter 13, Article 11. Commercial Vehicle Reports and Payments**
- a. **Section 13-58. Rental Car and Parking Lot Operators**
    - i. *On or before the 15th day of each month, beginning with the 15th day of the month next following that in which a Non-Tenant Business Permit is issued to the Operator, and continuing thereafter through and including the month next following the expiration of the permit, the holder thereof shall prepare and deliver to the Authority a complete and accurate statement in writing setting forth in reasonable detail its Gross Receipts from business transacted with Airport patrons during the preceding month. Included therein shall be a statement of all deductions from gross receipts claimed for such period. Each report shall be signed by an authorized officer of the Operator, certified under oath, and shall be accompanied by payment of the percentage fee provided for in Section 13-56 above.*
  - b. **Section 13-59. Other Commercial Ground Transportation Operators**
    - i. *Fees due from other Commercial Ground Transportation Operators shall be paid prior to the issuance or renewal of each permit and in accordance with the AVI Rules and Regulations, and/or Operating Agreement.*
15. **Article 12. Records and Audit**
- a. **Section 13-56. Record Retention**
    - i. *Rental Car Operators and Parking Lot Operators who are the holders of permits issued pursuant to the provisions of this Article shall maintain and keep complete and accurate permanent records and accounts of all moneys received from business transacted with Airport patrons. All of such records and accounts shall be open to inspection and audit by the Authority and its duly authorized agents or representatives at all reasonable times during ordinary business hours, and, upon written request from the Authority, shall be delivered to the office of the Authority*

*for inspection. All of said records, accounts, supporting documents, and information, including copies of North Carolina Sales Tax reports, invoices, sales slips, customer credit records, cash register tapes, and other related papers, shall be retained for a period of not less than 3 years following the expiration or other termination of the permit issued to the holder, or such other time as destruction thereof may be authorized by the Authority. In the event that all necessary records, books, and other pertinent information are not maintained or made available in the County of Wake and/or the State of North Carolina, all reasonable travel expenses (transportation, lodging, meals, and incidentals) incurred by the Authority or its authorized representative to reconstruct or retrieve such records shall be reimbursed by the permit holder upon presentation of an invoice with supporting bills/receipts attached. Said records shall be maintained such that the gross revenues derived from business transacted with Airport patrons are differentiated from any other revenues of the permit holder.*

**b. Section 13-57. Annual Statement**

- i. Each Rental Car Operator and Parking Lot Operator who is a permit holder shall furnish to the Authority annually a signed statement from an independent Certified Public Accountant that in his or her opinion the amount of fees and charges paid to the Authority during the preceding year pursuant to the provisions of this Article was in accordance with the terms hereof. Such statement shall be submitted within 90 days after the end of each permit holder's fiscal year. The working papers supporting this opinion shall be made available to the Authority for review upon request.**

**16. Article 13. Additional Provisions**

**a. Section 13-58. One Permit per Vehicle**

- i. Anything herein to the contrary notwithstanding, nothing in this Ordinance shall be deemed to require more than one permit and one AVI transponder per vehicle that is to be operated for commercial purposes on the Airport.**

**b. Section 13-59. Violations a Misdemeanor**





Transportation Comment/Complaint Form or in a letter format. Law Enforcement actions are documented on a Law Enforcement Incident Report, Notice of Violation (NOV), or State Citation.

- ii. All comments, commendations, or complaints shall be referred to the Ground Transportation Manager. Comments or complaints filed against ground transportation Operators and/or Drivers will be reviewed in the following manner:
  - 1) The Ground Transportation Manager shall review each comment, commendation, or complaint and contact the individual or entity filing the comment, commendation, or complaint (the "Commentator"). Where no name or contact information is available, the comment or complaint will be reviewed, coordinated for appropriate action, and filed.
  - 2) A copy of each comment, commendation, or complaint shall be forwarded to the responsible Operator or Concessionaire and the employee(s) involved. "No Further Action" will be indicated on each complaint where no contact information is available.
  - 3) The Ground Transportation Manager shall contact all Persons associated with each complaint. Each Person will be asked to recount his or her involvement in the incident and to provide evidence or documentation supporting his or her statement(s).
  - 4) When the information gathered substantiates the complaint and a violation of an approved Ordinance or Rule has occurred, a letter of violation shall be transmitted to the Operator or Concessionaire responsible for the employee(s) involved. A copy of this letter also shall be forwarded to the employee(s) involved.
  - 5) Unsubstantiated complaints will not be used in future administrative actions to determine an

**Operator's, Concessionaire's, or employee's culpability.**

- d. Violations, Hearings, and Appeals**
- i. Any authorized Authority personnel shall issue Notices of Violation (NOVs) to Taxicab Drivers for violations of these Rules. Authorized Authority personnel shall include, at a minimum, Traffic Control Officers, Law Enforcement Officers, Airport Operations Officers and the Ground Transportation Manager. The President & CEO may, from time to time, designate other Authority employees as having the power to issue NOVs. The information submitted shall include the date and time of the violation, the vehicle number and the Driver involved, and a summary of the violation. The NOV shall set forth the nature of the violation and state that the NOV can be appealed by attending an informal hearing before the Ground Transportation Manager on a date set forth in the NOV. The Person issued the NOV shall be provided written notification of when the hearing date will be scheduled. If the matter is not resolved by the Ground Transportation Manager, the Person issued the NOV may appeal to a Hearing Officer.**
  - ii. A Hearing Officer designated by the Authority shall hear all NOV matters and shall determine if a violation has occurred and the penalty to be imposed pursuant to the Ordinance, Rules, and Directives. If, after hearing the matter, the Hearing Officer finds the Driver to be responsible for the charged violation, a civil penalty shall be imposed as set forth below. In addition, the Hearing Officer may impose suspensions and revocations as set forth below. Failure to appear at the hearing will waive any right to appeal the decision.**
  - iii. The Hearing Officer may also suspend a Driver. The suspension shall be confirmed by written notice to the Driver and the Taxicab Stand Manager, Operator, or Concessionaire. Suspensions shall be set at the discretion of the Hearing Officer but shall be no less than 1 day and no more than 30 days, taking into consideration the severity of the violation.**

- iv.** Revocation of a Driver's privileges shall be upon the recommendation of the Hearing Officer and shall require the written concurrence of the Vice President of Airport Operations. Revocation shall take into consideration the severity of the violation and the past history and record of the Person committing the violation. The following violations are examples but do not constitute an all-inclusive list of the violations that may cause revocation of one's driving privilege:
- 1) Using profane language with a customer
  - 2) Threatening a Dispatcher
  - 3) Threatening a member of the general public
  - 4) Possession and/or use of alcoholic beverages while engaged in providing Commercial Ground Transportation services
  - 5) Prior multiple suspensions
  - 6) Overcharging a customer
  - 7) Tampering with a Taxicab Meter
  - 8) Altering a Taxicab to affect the meter rates
  - 9) Driving without a license or driving with a suspended license
  - 10) Possession of and/or use of illegal drugs
  - 11) Improper display or possession of an incorrect Driver Permit/ID Badge
  - 12) Fighting or engaging in an affray
  - 13) Possession of a weapon
  - 14) Non-payment of fees or civil penalties to the Authority
- v.** Drivers who receive three NOVs or substantiated customer complaints shall have their Driver Permit/ID Badge permanently revoked. These automatic revocations for

multiple violations do not preclude revocation for any single offense if revocation is warranted.

- e. The Authority shall have no role in disputes between the Taxicab Stand Manager and Drivers that do not relate, refer to, or arise from a violation of these Rules, the North Carolina General Statutes, or the Ordinances. To the extent the dispute relates to contractual matters between the Driver and the Taxicab Stand Manager, no Person or entity shall have any hearing, appeal rights, or otherwise under these Rules. The Authority shall have no role in disputes between the Taxicab Stand Manager and any of its employees.
- f. Should any Driver, Operator, or Concessionaire; the Taxicab Stand Manager; or any other entity or Person subject to these Rules and the Ordinances be aggrieved by any decision of the Authority in regards to the application of these Rules and the Ordinances (including any claim that the Rules and/or Ordinances are invalid or unconstitutional on their face), he or she shall bring any and all legal actions involving such claims or challenges to decisions in the General Court of Justice, Wake County, District Court Division. He or she must bring any such action within 10 days of receiving notice of the act, omission or decision by the Authority giving rise to the claim.

## **M. Fire Safety and Hazardous Materials**

### **I. Scope and Applicability**

- 1. Fire safety Regulations at Raleigh-Durham International Airport (RDU) are in accordance with all local, State, and Federal laws, standards, Rules, Regulations, policies, procedures, recommendations, and fire codes. The RDU Aircraft Rescue and Fire Fighting Department will actively work with and support all Tenants to ensure a safe environment for all employees and the traveling public.

### **II. General Provisions**

- 1. The Aircraft Rescue and Fire Fighting Department conducts regular inspections of all Tenant spaces, including storage areas, for the purpose of fire prevention and to ensure compliance with fire safety practices. An inspection report will be issued to the Tenant after each inspection containing information relating to findings of noncompliance and/or recommendations by the inspector with a date of re-inspection to ensure that required corrections have been completed. The Tenant is

responsible for responding with corrective action to items identified during the inspection that are within the Tenant's premises, within the timeframe identified on the inspection report.

2. The Aircraft Rescue and Fire Fighting Department shall work with Tenants to ensure compliance with all fire safety practices and codes.
3. Tenants can report potential fire code problems or concerns about fire safety to the Aircraft Rescue and Fire Fighting Department.
4. These Rules and Regulations shall not be construed as granting any form of exclusion from any applicable fire codes and/or building codes. All fire codes, building codes and Ordinances must be obeyed.

### **III. Hazardous Materials**

1. All Tenants, shippers, individuals, and others who handle, store, transport, or use Hazardous Materials at the Airport must comply with applicable laws, fire codes, and Title 14 Part 139 of the Code of Federal Regulations.
2. The Airport Authority retains the right to limit or exclude any types, quantity, or use of Hazardous Materials at the Airport.
3. The Airport Authority reserves the right to inspect all premises where any Hazardous Material is handled, stored, or used without limitation and without prior notice of said inspection.

### **N. Height Zoning Ordinance**

The Raleigh-Durham Airport Authority has adopted a Height Zoning Ordinance that regulates the heights of man-made objects and objects of natural growth that may interfere with the safety of flight within the National Airspace System. This Ordinance is as follows:

*AN ORDINANCE REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH, AND OTHERWISE REGULATING THE USE OF PROPERTY, IN THE VICINITY OF THE RALEIGH-DURHAM INTERNATIONAL AIRPORT BY CREATING THE APPROPRIATE ZONES AND ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR CHANGES IN THE RESTRICTIONS AND BOUNDARIES OF SUCH ZONES; DEFINING CERTAIN TERMS USED HEREIN; REFERRING TO THE ZONING MAP ENTITLED "RALEIGH-DURHAM INTERNATIONAL AIRPORT APPROACH PLAN" WHICH IS INCORPORATED IN AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR ENFORCEMENT; ESTABLISHING A BOARD OF APPEALS; AND IMPOSING PENALTIES FOR VIOLATION THEREOF.*

*This Ordinance is adopted pursuant to the authority conferred upon the Raleigh-Durham Airport Authority by the General Assembly of North Carolina in Chapter 168 of the 1939 Session Public-Local Laws, as amended, and in Article 4, Chapter 63 of the General Statutes of North Carolina, as amended. It is hereby found and declared that an obstruction or hazard to aerial navigation has the potential for endangering the lives and property of users of the Raleigh-Durham International Airport, and property or occupants of land in its vicinity; that an obstruction may affect existing and future instrument approach minimums of the Raleigh-Durham International Airport; and that an obstruction may reduce the size of areas available for the landing, takeoff and maneuvering of aircraft, thus tending to destroy or impair the utility of the Raleigh-Durham International Airport and the public investment therein. Accordingly, it is declared:*

*(1) that the creation or establishment of an obstruction has the potential of being a public nuisance and may injure the area served by the Raleigh-Durham International Airport*

*(2) that it is necessary in the interest of the health, safety and general welfare of the people of Wake and Durham Counties that the creation or establishment of obstructions that are a hazard to aerial navigation be prevented: and,*

*(3) that the prevention of these obstructions should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.*

*It is further declared that the prevention of the creation or establishment of hazards to aerial navigation, the elimination, removal, alternation of mitigation of hazards to aerial navigation, or the marking and lighting of obstructions are public purposes for which a political subdivision may raise and expend public funds and acquire land or interests in land.*

## **I. Raleigh-Durham International Airport Height Zoning Ordinance**

### **1. Short Title**

*This Ordinance shall be known and may be cited as the Raleigh-Durham International Airport Height Zoning Ordinance.*

### **2. Section II: Definitions**

**a. As used in this Ordinance, unless the context otherwise requires:**

- i. Airport—The Raleigh-Durham International Airport, located in Wake County and Durham County, North Carolina.**

- ii. *Airport Authority—The Raleigh-Durham Airport Authority, which develops, maintains and operates the Raleigh-Durham International Airport.*
- iii. *Airport Director—The chief administrative officer of the Raleigh-Durham Airport Authority, or his designee.*
- iv. *Airport Elevation—The highest point of an airport's usable landing area measured in feet above mean sea level.*
- v. *Approach Surface—A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section IV of this Ordinance. In plan, the perimeter of the approach surface coincides with the perimeter of the approach zone.*
- vi. *Approach. Transitional, Horizontal And Conical Zones—These zones are set forth in Section III of this Ordinance.*
- vii. *Board of Appeals—A Board consisting of five (5) members appointed by the Raleigh-Durham Airport Authority as provided in Section IX of this Ordinance.*
- viii. *Conical Surface—A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4.000 feet.*
- ix. *Hazard To Aerial Navigation—An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.*
- x. *Height—For the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map. the datum shall be mean sea level elevation unless otherwise specified.*
- xi. *Horizontal Surface—A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.*
- xii. *Larger Than Utility Runway—A runway that is constructed for and intended to be used by propeller driven aircraft of greater than 12,500 pounds maximum gross weight and jet powered aircraft. At the Raleigh-Durham International*



*Airport, the larger than utility runways are Runway 14-32. Runway SR-23L (including its planned extension), Runway 5C-23C (now 5L-23R) and planned Runway 5L-23R.*

- xiii. *Nonconforming Use—Any pre-existing structure, object of natural growth, or use of land which does not conform to or is inconsistent with the provisions of this Ordinance, or any amendment thereto as of its effective date.*
- xiv. *Nonprecision Instrument Runway—A runway having an existing instrument approach procedure utilizing aerial navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned. At the Raleigh-Durham International Airport, the nonprecision instrument runway is Runway 32.*
- xv. *Obstruction—Any structure, growth or other object including a mobile object which exceeds a limiting height set forth in Section IV of this Ordinance.*
- xvi. *Person—An individual, firm, partnership, corporation, company, association, joint stock association or body politic, including a trustee, a receiver, an assignee or a similar representative of any of them.*
- xvii. *Precision Instrument Runway—A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS). It also means a runway for which a precision approach system is planned and is so indicated on the Raleigh-Durham International Airport Layout Plan. At the Raleigh-Durham International Airport, the precision instrument runways are Runway 5R-23L (including its planned extension), Runway 5C-23C (now 5L-23R), and planned Runway 5L-23R.*
- xviii. *Primary Surface—A surface longitudinally centered on a runway and extending 200 feet beyond each end of that runway. The width of the primary surface is set forth in Section III of this Ordinance. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.*
- xix. *Runway—A defined area on the airport prepared for landing and takeoff of aircraft along its length.*

- xx. *Structure—An object, including a mobile object, constructed or installed by man, including, but without limitation, buildings, towers, cranes, smokestacks, earth formation and overhead transmission lines.*
- xxi. *Transitional Surfaces—These surfaces extend outward at 90 degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces, for those portions of the precision approach surfaces which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at 90 degree angles to the extended runway centerline.*
- xxii. *Tree—Any object of natural growth.*
- xxiii. *Utility Runway—A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight and less. The Raleigh-Durham International Airport has no utility runways existing or planned.*
- xxiv. *Visual Runway—A runway intended solely for the operation of aircraft using visual approach procedures. At the Raleigh-Durham International Airport, the visual runway is Runway 14.*

3. *Section III: Airport Zones*

*In order to carry out the provisions of this Ordinance, there are hereby created and established in the Counties of Wake, Durham and Chatham, North Carolina, certain zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces and conical surfaces as they apply to the Raleigh-Durham International Airport. Such zones are shown on the zoning map entitled "Raleigh-Durham International Airport Approach Plan" consisting of one sheet, prepared by the Raleigh-Durham Airport Facility Development Department, and dated August 1998, in conformance with Federal Aviation Regulations Part 77, which is attached to this Ordinance and made a part hereof. An area located in more than one (1) of the following zones is considered to be only in the zone with the more restrictive height*

*limitation. The various zones are hereby established and defined as follows:*

- a. *Utility Runway Visual Approach Zone—The inner edge of this approach zone coincides with the width of the primary surface and is 250 feet wide. The approach zone expands outward uniformly to a width of 1,250 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.*
- b. *Utility Runway Nonprecision Instrument Approach Zone—The inner edge of this approach zone coincides with the width of the primary surface and is 500 feet wide. The approach zone expands outward uniformly to a width of 2,000 feet at a horizontal distance 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.*
- c. *Runway Larger Than Utility Visual Approach Zone—The inner edge of this approach zone coincides with the width of the primary surface and is 500 feet wide. The approach zone expands outward uniformly to a width of 1,500 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.*
- d. *Runway Larger Than Utility With A Visibility Minimum Greater Than 3/4 Mile Nonprecision Instrument Approach Zone—The inner edge of this approach zone coincides with the width of the primary surface and is 500 feet wide. The approach zone expands outward uniformly to a width of 3,500 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.*
- e. *Precision Instrument Runway Approach Zone—The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.*
- f. *Transitional Zone—The transitional zones are the areas beneath the transitional surfaces.*
- g. *Horizontal Zone—The horizontal zone is established by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs*

*by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.*

- h. Conical Zone—The conical zone is established as the area that commences at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of 4,000 feet.*

**4. Section IV: Airport Zone Height Limitations**

*Except as otherwise provided in this Ordinance, no structure shall be erected, altered or maintained, and no tree shall be allowed to grow, in any zone created by this Ordinance to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:*

- a. Utility Runway Visual Approach Zone—Slopes twenty (20) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline.*
- b. Utility Runway Nonprecision Instrument Approach Zone—Slopes twenty (20) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline.*
- c. Runway Larger Than Utility Visual Approach Zone—Slopes twenty (20) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline.*
- d. Runway Larger Than Utility With A Visibility Minimum Greater Than 3/4 Mile Nonprecision Instrument Approach Zone—Slopes thirty-four (34) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline.*
- e. Precision Instrument Runway Approach Zone—Slopes fifty (50) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline; thence slopes upward forty (40) feet horizontally for*

*each foot vertically to an additional horizontal distance of 40,000 feet along the extended runway centerline.*

- f. *Transitional Zones—Slope seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface, and extending to a height of 150 feet above the airport elevation, which is 436.2 feet above mean sea level. In addition to the foregoing, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending to where they intersect the conical surface. Where the precision instrument runway approach zone projects beyond the conical zone, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending a horizontal distance of 5,000 feet measured at 90 degree angles to the extended runway centerline.*
- g. *Horizontal Zone—Established at 150 feet above the airport elevation, or at a height of 586.2 feet above mean sea level.*
- h. *Conical Zone—Slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.*
- i. *Excepted Height Limitations—Nothing in this Ordinance shall be construed as prohibiting the construction or maintenance of any structure, or growth of any tree to a height up to fifty (50) feet above the surface of the land.*

5. *Section V: Use Restrictions*

*Notwithstanding any other provisions of this Ordinance, no use may be made of land or water within any zone established by this Ordinance in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport.*

6. *Section VI: Nonconforming Uses*

- a. *Regulations not Retroactive—The regulations prescribed by this Ordinance shall not be construed to require the removal, lowering or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this Ordinance, or any amendments thereto, or otherwise interfere with the continuance of any nonconforming use. Nothing contained herein shall require any change in the Construction, alteration or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Ordinance, and is diligently prosecuted.*
- b. *Marking and Lighting—Notwithstanding the preceding provision of this Section, the owner of any existing nonconforming structure or tree is hereby required to permit the installation, operation and maintenance thereon of such markers and lights as shall be deemed necessary by the Raleigh-Durham Airport Authority to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and Lights shall be installed, operated and maintained at the expense of the Raleigh-Durham Airport Authority.*

#### 7. *Section VII: Permits*

- a. *Future Uses—Except as specifically provided in a, b, and c hereunder, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone hereby created unless a permit therefor shall first have been secured from the Airport Director of the Raleigh-Durham Airport Authority. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this Ordinance shall be granted unless a variance has been approved in accordance with Section VII, 4.*
  - i. *In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when, because of terrain, land contour or topographic features, such tree or*

*structure would extend above the height limits prescribed for such zones.*

- ii. *In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.*
- iii. *In the areas lying within the limits of the transition zones beyond the perimeter of the horizontal zone, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when such tree or structure, because of terrain, land contour or topographic features, would extend above the height limit prescribed for such transition zones.*

*Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, or alteration of any structure, or growth of any tree in excess of any of the height limits established by this Ordinance except as set forth in Section IV, 9.*

- b. *Existing Uses—Before any nonconforming structure or tree may be replaced, substantially altered or repaired, rebuilt, allowed to grow higher, or replanted, a permit must be secured from the Airport Director of the Raleigh-Durham Airport Authority authorizing such replacement, change or repair. No permit shall be granted that would allow the establishment or creation of an obstruction or permit a nonconforming use, structure or tree to be made higher or become a greater hazard to aerial navigation than it was on the effective date of this Ordinance or any amendments thereto or than it is when the application for a permit is made. Except as indicated, all applications for permits for replacement, change or repair of nonconforming uses shall be granted.*
- c. *Nonconforming Uses Abandoned or Destroyed—Whenever the Airport Director of the Raleigh-Durham Airport Authority determines that a nonconforming structure or tree has been abandoned or more than eighty percent (80%) torn down, destroyed, physically deteriorated or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning*

*regulations. Whether application is made for a permit under this paragraph or not, the said Airport Director may by appropriate action compel the owner of the nonconforming structure or tree, at his own expense, to lower, remove, reconstruct or equip such object as may be necessary to conform to this Ordinance or, if the owner of the nonconforming structure or tree shall neglect or refuse to comply with such order for ten (10) days after notice thereof, the Raleigh-Durham Airport Authority may proceed to have the object so lowered, removed, reconstructed or equipped.*

- d. *Variances—Any person desiring to erect or increase the height of any structure, or permit the growth of any tree, or use property, not in accordance with the regulations prescribed in this Ordinance, may apply to the Board of Appeals for a variance from such regulations. The application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe and efficient use of navigable airspace. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in unnecessary hardship and relief granted will not be contrary to the public interest, will not create a hazard to aerial navigation, will do substantial justice, and will be in accordance with the spirit of this Ordinance. Additionally, no application for variance to the requirements of this Ordinance may be considered by the Board of Appeals unless a copy of the application has been furnished to the Airport Director of the Raleigh-Durham Airport Authority for advice as to the aeronautical effects of the variance. If the said Airport Director does not respond to the application within fifteen (15) days after receipt, the Board of Appeals may act on its own to grant or deny said application.*
- e. *Obstruction Marking and Lighting—Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of this Ordinance and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to install, operate and maintain, at the owner's expense, such obstruction markings and lights as may be necessary. If deemed proper by the Board of Appeals, this condition may be modified to require the owner to permit the Raleigh-Durham Airport Authority, at its own expense, to install, operate and maintain the necessary obstruction markings and lights.*



8. ***Section VIII: Enforcement***

*The Airport Director of the Raleigh-Durham Airport Authority is hereby designated the administrative agency charged with the duty of administering and enforcing the regulations prescribed herein. Applications for permits and variances shall be made to the said Airport Director upon a form published for that purpose. Applications required by this Ordinance to be submitted to the Airport Director shall be promptly considered and granted or denied. Application for action by the Board of Appeals shall be forthwith transmitted by the Airport Director.*

9. ***Section IX: Board Of Appeals***

- a. *There is hereby created a Board of Appeals to have and exercise the following powers: (1) to hear and decide appeals from any order, requirement, decision or determination made by the Airport Director of the Raleigh-Durham Airport Authority in the enforcement of this Ordinance; (2) to hear and decide special exceptions to the terms of this Ordinance upon which such Board of Appeals under such regulations may be required to pass; and (3) to hear and decide specific variances under Section VII of this Ordinance.*
- b. *The Board of Appeals shall consist of five (5) members, each appointed by the Raleigh-Durham Airport Authority to serve for a term of three (3) years, or until a successor is duly appointed and qualified. Members shall be removable by the Raleigh-Durham Airport Authority for cause, upon written charges, after a public hearing. No member or employee of the Raleigh-Durham Airport Authority shall serve as a member of the Board of Appeals nor have or exercise any of the powers or duties herein delegated to the Board of Appeals.*
- c. *The Board of Appeals shall adopt rules for its governance and procedure in harmony with the provisions of this Ordinance. Meetings of the Board of Appeals shall be held at the call of the Chairman and at such other times as the Board of Appeals may determine. The Chairman or, in his absence, the Acting Chairman may administer oaths and compel the attendance of witnesses. All meetings of the Board of Appeals shall be public. The Board of Appeals shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in*

*the office of the Raleigh-Durham Airport Authority and shall be a public record.*

- d. *The Board of Appeals shall make written findings of facts and conclusions of law giving the facts upon which it acted and its legal conclusions from such facts in reversing, affirming or modifying any order, requirement, decision or determination which comes before it under the provisions of this Ordinance.*
- e. *The concurring vote of a majority of the members of the Board of Appeals shall be sufficient to reverse any order, requirement, decision or determination of the Airport Director of the Raleigh-Durham Airport Authority, or to decide in favor of the applicant or any matter upon which it is required to pass under this Ordinance, or to effect any variation in this Ordinance.*

10. *Section X: Appeals*

- a. *Any person aggrieved, or any officer, department, board or bureau of the political subdivision affected, by any decision of the Airport Director of the Raleigh-Durham Airport Authority made in the administration of the Ordinance, may appeal to the Board of Appeals as provided in Section IX.*
- b. *All appeals hereunder must be taken within a reasonable time as provided by the rules of the Board of Appeals, by filing with the Airport Director of the Raleigh-Durham Airport Authority and with the Board of Appeals a notice of appeal specifying the grounds thereof. The said Airport Director shall forthwith transmit to the Board of Appeals all the papers constituting the record upon which the action appealed from was taken.*
- c. *An appeal shall stay all proceedings in furtherance of the action appealed from unless the Airport Director of the Raleigh-Durham Airport Authority certifies to the Board of Appeals, after the notice of appeal has been filed with him, that by reason of the facts stated in the certificate, a stay would, in the opinion of the said Airport Director, cause imminent peril to life or property. In such case, proceedings shall not be stayed except by a restraining order issued by the Board of Appeals or a court of record upon application thereto on notice to the Airport Director and on due cause shown.*
- d. *The Board of Appeals shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in*

*interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney.*

- e. *The Board of Appeals may, in conformity with the provisions of this Ordinance, reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as may be appropriate under the circumstances, and to that end shall have all of the powers of the Airport Director of the Raleigh-Durham Airport Authority from whom the appeal is taken.*

11. *Section XI: Judicial Review*

- a. *Any person aggrieved, or any officer, department, board or bureau of the political subdivision affected, by any decision of the Board of Appeals may present to the superior court a verified petition setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) days after the decision is filed in the office of the Raleigh-Durham Airport Authority.*
- b. *Upon presentation of such petition, the court may allow a writ of certiorari directed to the Board of Appeals to review such decision of the board. The allowance of the writ shall not stay proceedings upon the decision appealed from, but the court may, on application, on notice to the board and on due course shown, grant a restraining order.*
- c. *The Board of Appeals shall not be required to return the original papers acted upon by it, but it shall be sufficient to return certified or sworn copies thereof or of such portions thereof as may be called for by the writ. The return shall concisely set forth such other facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.*
- d. *The court shall have exclusive jurisdiction to affirm, modify or set aside the decision brought up for review, in whole or in part, and if need be, to order further proceedings by the Board of Appeals. The findings of fact by the board, if supported by substantial evidence, shall be accepted by the court as conclusive, and no objection to a decision of the board shall be considered by the court unless such objection shall have been urged before the board, or if it was not so urged, unless there were reasonable grounds for failure to do so.*

- e. *Costs shall not be allowed against the Board of Appeals unless it appears to the court that it acted with gross negligence, in bad faith, or with malice, in making the decision appealed from.*

12. *Section XIII: Penalties*

*Each violation of this Ordinance or of any regulation, order or ruling promulgated hereunder shall constitute a misdemeanor and shall be punishable by a fine of not more than fifty dollars (\$50.00), or imprisonment for not more than thirty (30) days, or by both such fine and imprisonment; and each day a violation continues to exist shall constitute a separate offense. In addition, the Raleigh-Durham Airport Authority may institute in any court of competent jurisdiction an action to prevent, restrain, correct or abate any violation of this Ordinance, or of any order or ruling made in conjunction with its administration or enforcement, and the court shall adjudge to the plaintiff such relief, by way of injunction (which may be mandatory) or otherwise, as may be proper under all the facts and circumstances of the case, in order to fully effectuate the purposes of this Ordinance and of the orders and rulings made pursuant thereto.*

13. *Section XIII: Conflicting Regulations*

*Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.*

14. *Section XIV: Severability*

*It any of the provisions of this Ordinance or the application thereof to any person or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.*

15. *Section XV: Amendment Or Change*

*This Ordinance shall not be amended or changed except by action of the Raleigh-Durham Airport Authority following a public hearing relative thereto, at which hearing all parties in interest and citizens appearing shall have the opportunity to be heard. At least ten (10) days notice of any such hearing shall be published in a newspaper of general circulation in Wake County, in Durham County, and in Chatham County.*

**O. Administrative Penalties****I. Scope and Applicability**

1. These administrative penalties apply to all Persons on or within Airport property, including Tenants, Concessionaires, vendors, licensees, permittees, and such Persons' employees, contractors, and subcontractors.

**II. Authority**

1. Per Chapter 168 of the Public Local Laws of North Carolina of 1938-39, as amended, the Airport Authority shall act in an administrative capacity and shall be vested with the authority to establish, construct, control, lease, maintain, improve, operate, and regulate the Airport.

**III. Penalties and Other Consequences of Violations**

1. *Chapter 1, Section 1-6: Penalty for Violation of Ordinances*
  - a. *Where no specific penalty is provided, any person violating any of the provisions of the ordinances adopted by the Airport Authority, upon conviction, shall pay a fine not exceeding \$50 or 30 days in jail for each offense or violation, and each day such violation occurs or continues, unless a different time is specified, shall constitute a separate and distinct offense.*

**IV. Notice of Violation**

1. The issuance and administration of a Notice of Violation shall be as outlined in Appendix B.

## **APPENDIX A – List of Ordinances**

**Chapter 1 – General Provisions**

**Chapter 5 – Policy**

**Chapter 6 – Administration**

**Chapter 7 – Airport Property**

**Chapter 11 – Traffic and Parking**

**Chapter 13 – Commercial Ground Transportation Services**

**Chapter 15 – Ordinance to Prohibit Smoking**

**Chapter 17 – Ordinance to Prohibit Littering and Graffiti**

**Height Zoning Ordinance**

**Noise Rule**

**Wastewater Collection System Ordinance**

**Ordinance to Prohibit Firearms**

**Ordinance to Prohibit Open Containers**

## **APPENDIX B - Notice of Violations (NOV)**

### **Penalty Administration**

Airport safety and security is everyone's responsibility. Every effort should be made by all employees who work at Raleigh-Durham International Airport to ensure we maintain and operate the Airport in a safe and secure manner at all times. Every employee must follow the established safety and security rules and regulations that govern the Airport and its employees.

When Airport employees fail to follow the established rules and regulations, the Authority must take immediate corrective action to ensure those individuals who violate said rules and regulations are held accountable. An effective administrative tool to encourage positive behavior toward compliance with established rules and regulations is in the form of Notice of Violations (NOVs). NOVs are issued to individuals that possess an RDU Security identification badge who violate Airport Rules and Regulations.

NOVs are typically written for security and safety infractions but can also be written for other Airport Rules and Regulations violations that are not related to safety or security incidents. Airport Law Enforcement Officers typically issue NOVs pertaining to security violations whereas Airport Operations Officers issue NOVs pertaining to safety violations. Both Airport Law Enforcement and Airport Operations can issue NOVs for other Rules and Regulations violations.

The penalties described below will be assessed immediately upon the issuance of an NOV and after exhausting the Appeal Process. Where it is noted that a penalty has a minimum number of days of suspension up to a maximum, the minimum suspension will apply unless determined by the President & CEO that a greater penalty is necessary based on the severity of the infraction.

**SECURITY VIOLATIONS**

**Types of Security Notice of Violations**

Security violations include but are not limited to:

<b>Violation</b>	<b>First Violation</b>	<b>Second Violation</b>	<b>Third Violation</b>
Displaying the wrong badge when working for more than one employer	Written warning	1 day badge suspension	2 day badge suspension
Not having or properly displaying Security identification Display Area (SIDA) badge	Written warning	1 day badge suspension	2 day badge suspension
Circumventing the airport security Access Control System	4 day badge suspension	8 day badge suspension	30 day badge suspension
Unauthorized vehicles airside (escorting or allowing an unauthorized vehicle airside)	4 day badge suspension	8 day badge suspension	Permanent badge revocation
Non-adherence to General Aviation Security Requirements	Written warning	2 day badge suspension	4 day badge suspension
“Door Held Open” alarms	Written warning	2 day badge suspension	4 day badge suspension
Piggybacking behind SIDA badged employee	2 day badge suspension	4 day badge suspension	8 day badge suspension
Failure to properly escort or be escorted	3 day badge suspension	6 day badge suspension	9 day badge suspension
*Failure to submit to screening and inspection prior to boarding a flight	30 days and/or possible permanent badge revocation	Permanent badge suspension	
*Prohibited items in the Sterile Area	4 days badge suspension	8 day badge suspension	30 day badge suspension
*Failure to secure patron knives in concourse restaurants	4 day badge suspension	8 day badge suspension	30 day badge suspension
Failure to secure a SIDA door	Written warning	2 day badge suspension	4 day badge suspension
Failure to secure SIDA gates (i.e. gate 11, gate 55, gate 23.1, etc.)	Written warning	2 day badge suspension	4 day badge suspension
Forcing a SIDA door open	Written warning	2 day badge suspension	4 day badge suspension
Sharing or loaning SIDA badges	4 day badge suspension	8 day badge suspension	30 day badge suspension
Improper use of SIDA badge to gain	4 day badge	8 day badge	30 day badge



access into the SIDA	suspension	suspension	suspension
**Other security violations not specifically identified above	Written warning	2 day badge suspension	4 day badge suspension

**Notes:**

1. All of the above penalties are subject to change based on the severity of the security violation.
2. \* These are violations of Transportation Security Administration federal regulations.
3. \*\* Penalties for other security violations may be more or less severe than those listed in the table above due to the nature of the violation.

**Security Notice of Violations Penalties**

1. Individuals who willfully and intentionally commit a security violation for the first time shall have their SIDA badge suspended for a period corresponding to the violation in the above mentioned table. Individuals must also attend and successfully complete SIDA training before a badge is re-issued.
2. Individuals receiving a second security violation within a six-month period shall have their badge suspended for the period corresponding to the violation indicated in the table above. Individuals must again attend and successfully complete SIDA training before the badge is re-issued.
3. Individuals receiving a third security notice of violation within twelve (12) consecutive calendar months from the date of the first violation shall have their badge suspended for the period corresponding to the violation. Depending on the nature of the violation, badges may be permanently revoked. They must also attend and successfully complete SIDA training before the badge is re-issued.
4. Individuals receiving a fourth security notice of violation within twelve (12) consecutive calendar months from the date of the first violation are subject to having their badge permanently revoked.
5. Individuals found tampering with the Airport’s Security Area Access Control System shall have their badge permanently revoked.
6. The President and CEO at his/her discretion may permanently revoke any individual’s RDU Identification badge or change the penalty.

**SAFETY VIOLATIONS****Types of Safety Notice of Violations**

Safety violations include but are not limited to:

<b>Violation</b>	<b>First violation</b>	<b>Second Violation</b>	<b>Third Violation</b>
Invalid Ramp Driver / Vehicle Permit	Written warning	2 day badge suspension	4 day badge suspension
Unsafe vehicle for Driving / Refueling / Other	Written warning	2 day badge suspension	4 day badge suspension
Speeding on Apron / Service Road / Bag Makeup Room	1 day badge suspension	2 day badge suspension	4 day badge suspension
Operating Equipment / Driving Carelessly	1 day badge suspension	2 day badge suspension	4 day badge suspension
Failure to stop/yield right away to aircraft	2 day badge suspension	4 day badge suspension	8 day badge suspension
Towing an excessive number of baggage carts (more than 4)	Written warning	2 day badge suspension	4 day badge suspension
Smoking Airside	1 day badge suspension	2 day badge suspension	4 day badge suspension
Employee parking in non-employee designated locations	Written warning	2 day badge suspension	4 day badge suspension
Runway/Taxiway Incursion	30 day badge suspension	Permanent badge suspension	
Other safety violations not specifically identified above	Written warning	2 day badge suspension	4 day badge suspension

***All of the above penalties are subject to change based on the severity of the safety violation.***

**Safety Notice of Violations Penalties**

1. Individuals who willfully or intentionally commit a safety violation for the first offense shall receive an NOV and have their SIDA badge suspended for a period corresponding to the violation in the above mentioned table.
2. Individuals receiving a second safety violation within a six-month period shall have their SIDA badge suspended for the period corresponding to the violation indicated in the table above. The individual must again attend and successfully complete SIDA and/or Ramp Driving training before badge re-issuance.
3. Individuals receiving a third safety NOV within twelve (12) consecutive calendar months from the date of the first violation shall have their SIDA badge suspended for the period

corresponding to the violation indicated in the table above. They must also attend and successfully complete SIDA and/or Ramp Driving training before badge re-issuance.

4. Individuals receiving a fourth safety notice of violation within twelve (12) consecutive calendar months from the date of the first violation are subject to having their badge permanently revoked.
5. Any person that enters any active taxiway or runway without FAA Air Traffic Control approval will have their badge automatically suspended for a minimum of thirty (30) days with the possibility of permanent revocation. The President and CEO at his/her discretion may permanently revoke the individual's RDU Identification badge.

#### **NOTICE OF VIOLATION PENALTY LETTER**

After an individual receives an NOV, a letter will be sent to the employee and/or their employer/supervisor explaining the following:

1. Nature of the violation.
2. Penalty for the violation.
3. Prescribed procedures to request an appeal of the violation.
4. Procedures for surrendering the badge to the Authority.

#### **NOTICE OF VIOLATION APPEALS PROCESS**

The Airport Authority has an appeal process for individuals who have mitigating circumstances to support their claim of challenging a violation, suspension and/or revocation of their RDU ID badge. This is not a legal process. The appeals process is strictly administrative and deals only with an individual's ability to retain/maintain their RDU ID badge.

For all Safety and Security NOV's issued, the following appeals process shall be followed:

1. The individual receives the NOV penalty letter stating the nature of the violation, the date the violation occurred and what action will be taken.
2. Individuals issued an NOV may request an Appeal hearing to challenge the NOV. Individuals must provide written notice to the Vice President of Airport Operations within (5) business days after receiving the penalty letter, detailing the basis for the appeal and any additional information that may provide justification for the appeal.

3. After a request for an appeal has been received it will be reviewed to determine if there is sufficient justification for a hearing.
4. If the Vice President of Airport Operations determines there is justification for a hearing, the Vice President of Airport Operations will contact the individual and schedule a date, time and location for the hearing.
5. The individual may bring his or her supervisor to the hearing or any other individual who was present during the incident. The Vice President of Airport Operations will attempt to render a decision at the conclusion of the hearing, although doing so at a later date may be required.
6. The Vice President of Airport Operations will send a letter to the individual and their supervisor within ten (10) business days of the hearing, advising the determination of the appeal.

Individuals who wish to appeal the decision of the Vice president of Airport Operations may make a written request for an administrative review by the Senior Vice President and Chief Operating Officer. The Senior Vice President and Chief Operating Officer at his/her discretion may choose to review the incident and penalty assigned or accepts the decision of the Vice president of Airport Operations. The decision rendered by the Senior Vice President and Chief Operating Officer will be final.

## **APPENDIX C – Terminal 2 Common Use Gate Assignment Regulations**

### **Raleigh-Durham International Airport**

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## 1. DEFINITIONS

The capitalized terms noted below are specific to these Terminal 2 Common Use Gate Assignment Regulations as defined herein.

### **Active Flight**

An aircraft flight occupying or scheduled to occupy a Common Use Gate for a period not to exceed the applicable maximum occupancy period specified in Section 3.8 for the purpose of unloading or loading passengers, baggage, or cargo or allowing the aircraft to be refueled or serviced.

### **Active International Flight**

An International Flight occupying or scheduled to occupy a Common Use Gate for a period not to exceed the applicable maximum occupancy period specified in Section 3.8 for the purpose of unloading or loading passengers, baggage, or cargo or allowing the aircraft to be refueled or serviced.

### **Affiliate**

An Airline to the extent that its operations at the Airport are conducted under the name of another Airline (or a derivative of such name) and in conjunction with the operations of that Airline. (The plural form Affiliates is used to mean one or more Affiliate(s).)

### **Airline**

A passenger air carrier providing scheduled or nonscheduled service at the Airport and authorized to operate at the Airport by the Authority. When the term Airline is used herein it is also referring to any Affiliate(s) of the Airline.

### **Airport**

The Raleigh-Durham International Airport.

### **Authority**

The Raleigh-Durham Airport Authority.

### **Code Share Partner**

An Airline that has an agreement with another Airline that allows one or both to sell tickets with its code for travel to or from the Airport on the other Airline.

### **Common Use Gate**

The use of a passenger boarding bridge equipped gate at Terminal 2 by an Airline for its flights and passengers in common with other Airlines in accordance with the provisions of these Regulations. The term Common Use Gate also includes the use of an aircraft parking position, apron areas for staging ground service equipment, and a passenger holdroom.



**Common Use Equipment**

The equipment and systems owned by the Authority that allow the use of Common Use Gates by any Airline.

**Domestic Flight**

An aircraft flight originating from or destined for an airport within the 50 United States, Puerto Rico, the U.S. Virgin Islands, or another U.S. territory.

**Early Schedule Submission**

A request by an Airline for an assignment of a time slot on a Common Use Gate for new Domestic or International Service made 71 to 120 days prior to the first day of the month in which the new service would begin.

**Inactive Flight**

An aircraft flight when it is occupying or scheduled to occupy a Common Use Gate during a period exceeding the applicable maximum occupancy period for an Active Flight specified in Section 3.8.

**International Flight**

An aircraft flight originating from or destined for an airport outside the 50 United States, Puerto Rico, the U.S. Virgin Islands, or another U.S. territory that is not a Pre-cleared Flight.

**Material Change**

Relative to an already submitted Schedule Submission: (1) a change to the scheduled arrival time for any flight of 20 minutes or more, (2) a change to the scheduled departure time for any flight of 20 minutes or more, or (3) a change of aircraft Group/Class that exceeds the operational capability of the assigned Common Use Gate.

**Narrowbody Aircraft**

A fixed wing aircraft having a single passenger aisle.

**Pre-cleared Flight**

An aircraft flight originating from or destined for an airport in Canada or another country at which passengers clear U.S. customs, immigration, and other federal inspections before boarding their flight to or from the Airport.

**Regulations**

“Regulations” means these Terminal 2 Common Use Gate Assignment Regulations as they may be revised or supplemented from time to time by the Authority.

**Resource Management Center**

The entity or person designated by the Authority to perform the functions described in these Regulations and who are otherwise responsible for monitoring, controlling, and managing the Common Use Gates on behalf of the Authority.

**Remain Overnight Flight (RON)**

An aircraft flight remaining or scheduled to remain at the Airport overnight for a next-day departure.

**Schedule Submission**

A report, to be submitted in advance by an Airline, providing such detail as the Authority may reasonably require regarding the Airline's requested schedule of flights and other information as described in Section 3.

**Terminal 2 Common Use Charges**

The charges for the use of Common Use Gates and Common Use Equipment.

**Total Time On Gate**

The maximum period for which an Active Flight may be scheduled to occupy a Common Use Gate.

**Traffic Report**

A report, to be submitted by an Airline after the end of each month, providing such detail as the Authority may reasonably require regarding actual flight and passenger activity as described in Section 5.

**Widebody Aircraft**

A fixed wing aircraft with at least two passenger aisles.

## **2. PURPOSE AND SCOPE**

### **2.1 Purpose**

These Regulations are intended to promote and facilitate the efficient use of Common Use Gates and other Common Use Equipment in Terminal 2, and to accommodate increased service by all Airlines at the Airport while ensuring the equitable treatment of all Airlines.

Any Airline using Common Use Gates or other Common Use Equipment at the Airport will be required to comply with all the procedures, rules, and provisions of these Regulations applicable to its use of such facilities.

### **2.2 Common Use Operation and Maintenance**

All Common Use Gates and Common Use Equipment operated by the Authority shall be assigned to Airlines requesting the use of such Common Use Gates or other facilities in accordance with the provisions of these Regulations.

All Common Use Gates shall be equipped with Common Use Equipment to permit the use of such gates and other terminal facilities by any Airline.

The Authority shall be responsible for the maintenance of the Common Use Equipment required for the operation of Common Use Gates and shall ensure that all such facilities and equipment are properly maintained.

The Authority shall endeavor, to the extent practicable, to assign Common Use Gates to an Airline as close as possible to the Airline's exclusive use leased operations and club space, as circumstances dictate, subject to the requirements of Section 4.

### **2.3 Uniform Charges**

Charges for the use of Common Use Gates and Common Use Equipment shall be assessed uniformly to all Airlines.

## **3. SCHEDULING AND ASSIGNMENT PROCEDURES**

### **3.1 Advance Schedule Submissions**

Assignments of Common Use Gates for Domestic Flights, Pre-cleared Flights and International Flights shall be made by the Authority on the basis of Schedule Submissions to be submitted by Airlines no later than 60 days for Widebody Aircraft, and no later than 45 days for Narrowbody Aircraft, before the first day of the month during which the requested schedule is to become effective. The Authority shall notify Airlines of Common Use Gate assignments for such flights in accordance with the process and timetable described in Section 3. The scheduling process is

intended to be completed no later than 30 days before the first day of the month in which the requested schedule is to become effective.

Airlines initiating new Domestic or International Flights may make an Early Schedule Submission in accordance with Section 3.

Assignments of Common Use Gates for International Flights that are scheduled by summer or winter season (as defined by the start and end dates of daylight savings time) shall be made by the Authority on the basis of Schedule Submissions to be submitted by Airlines no later than December 1 (for the next summer season) and August 1 (for the next winter season). The Authority shall notify Airlines of assignments for such flights no later than January 15 (for the next summer season) and September 15 (for the next winter season). The assignment process will be as described in Section 3, except conducted biannually rather than monthly.

The Schedule Submission shall document the requested schedule of all flights to be operated by an Airline and any Affiliates. Such Schedule Submission shall be provided, as feasible, in electronic format readable in Microsoft Excel or as the Authority may otherwise reasonably request to allow the information to be processed by the Authority's Resource Management Center.

The Schedule Submission shall specify, for each flight, the flight number, scheduled arrival and departure times, origin and destination airports, and aircraft equipment type. A Schedule Submission submitted by an Airline shall be deemed to be effective until superseded by another Schedule Submission.

### **3.2 Late Schedule Submissions**

Requested flights scheduled with less than the required advance notice period specified in Section 3 will be assigned to a Common Use Gate only after all other requests have been accommodated, and in accordance with the procedures and priorities specified herein.

### **3.3 Changed Schedule Submissions**

If an Airline requests changes to an already submitted Schedule Submission after the applicable Schedule Submission deadline, then the provisions of Section 3.2 regarding late schedule submissions shall apply to any flight for which there is: (1) a change of equipment type; or (2) a change to the scheduled arrival or departure time that would cause the scheduled buffer period between such flight and the preceding or succeeding flights at the assigned Common Use Gate to be reduced below the minimum buffer period provided for in Section 3.9.

### **3.4 Priorities for Assignment of Flights to a Common Use Gate**

The Authority will apply the procedures and priorities described in this Section 3 to assign requested flights to a Common Use Gate and will resolve any conflicting requests among or between requested flights.

### **3.5 Rescheduling of Flights at a Common Use Gate**

The Authority will attempt to resolve any schedule conflicts by notifying the Airlines that a Common Use Gate is not available and would need to be rescheduled. The intent of requesting a rescheduling of flights is to permit all conflicting flights to be accommodated at Common Use Gates at the time of day in question consistent with the maximum gate occupancy periods and minimum gate buffer periods specified in Sections 3.8 and 3.9, respectively. An Airline that does not reschedule a requested flight as required shall not be assigned a Common Use Gate for such flight.

### **3.6 Scheduled Seats**

If there are additional conflicts in assigning Common Use Gates the Authority will then resolve any remaining conflicts between flights by giving precedence to the flight providing the greater number of weekly passenger seats.

### **3.7 International Flights**

In the assignment of flights to Common Use Gates, International Flights shall have priority over Pre-cleared Flights, which shall have priority over Domestic Flights. All scheduled aircraft operations shall take precedence over charter operations.

### **3.8 Gate Occupancy Periods**

The maximum periods for which an Active Flight may be scheduled to occupy a Common Use Gate shall normally be as described in this Section. Such maximum periods shall apply both after the scheduled flight arrival time and before the scheduled flight departure time (i.e., for a typical aircraft operation, the maximum occupancy period is shown in the "Total Time On Gate" column below).

	Departure/Arrival Time on Gate Buffer Periods		Total Time On Gate		
	Domestic and Pre-cleared Flights	International Flights	Domestic to Domestic	International to International	Mixed International and Domestic
Aircraft Size					
Fewer than 100 passenger seats	30	30	60	60	60
Between 101 and 170 seats	45	45	90	90	90
Between 171 and 300 seats	60	60	120	150	135
More than 300 seats	60	60	120	180	150

A flight scheduled to occupy a Common Use Gate for a period of time shorter than the maximum gate occupancy period specified shall have the right to occupy the gate only for the period actually scheduled.

An RON Flight or other extended-stay flight may be assigned to a Common Use Gate for a period longer than specified if such assignment does not prevent a requested Active Flight from being accommodated.

**3.9 Gate Buffer Periods**

To allow for off-schedule flights, a minimum buffer period of 30 minutes shall be provided between the scheduled departure time of one flight from a Common Use Gate and the scheduled arrival time of the next flight at that gate. The scheduled buffer period may be reduced if the Airline(s) operating the successive flights expressly agree to a reduced buffer period, but in no event shall such scheduled buffer period be less than 20 minutes. An individual carrier may choose to compress their buffer period between their own marketed flights. At no time shall this buffer period be less than 10 minutes. However, Widebody Aircraft scheduled rotations will require a minimum 30 minute buffer period.

**3.10 RON Flights**

An RON Flight during the periods when it is an Active Flight (i.e., the periods after its arrival and before its departure as specified in Section 3) will be assigned to a Common Use Gate in accordance with the procedures and priorities described in this Section. A RON Flight during

the period when it is an Inactive Flight will be assigned to a Common Use Gate in accordance with the same procedures and priorities as long as such gate is not required for an Active Flight.

An RON Flight or other extended-stay flight assigned to a Common Use Gate in accordance with such process shall not be required to be moved except as provided for in Section 4.

### **3.11 Early Schedule Submissions**

An Airline desiring to initiate new Domestic or International Service may, between 71 and 120 days prior to the first day of the month during which the service will begin, make an Early Schedule Submission requesting a Common Use Gate assignment for the new service.

### **3.12 Assignment Process and Timetable**

Planning for the scheduling, assignment, and use of the Common Use Gates available to be assigned to Airlines shall be accomplished for each calendar month by the Resource Management Center, in coordination with requesting Airlines, and in accordance with the following steps. The number of days noted in parenthesis after each step is the minimum number of calendar days before the first day of the month in question.

1. Receive Early Schedule Submissions from Airlines requesting early Common Use Gate assignments for new service (71-120 days prior to the first day of the month during which the new service will begin).
2. Receive Schedule Submissions from Airlines requesting the use of the Common Use Gates (60 days for Widebody aircraft or 45 days for Narrowbody aircraft, before the first day of the month in which the schedule is to become effective).
3. Review the Schedule Submissions of requesting Airlines and identify any schedule conflicts among or between requested flights (55 days for Widebody aircraft or 40 days for Narrowbody aircraft, before the first day of the month in which the schedule is to become effective).
4. Suggest or require modifications to each requesting Airline's schedule of requested flights if such modifications would allow the requested flights to be accommodated at Common Use Gates (50 days for Widebody aircraft or 35 days for Narrowbody aircraft, before the first day of the month in which the schedule is to become effective).
5. Meet with each requesting Airline as necessary to review its Schedule Submission and any suggested or required modifications to the requesting Airline's flight schedule or Common Use Gate assignments (50 days for Widebody aircraft or 35 days for Narrowbody aircraft, before the first day of the month in which the schedule is to become effective).

6. Conflicting requests for the use of Common Use Gates shall be resolved in accordance with Section 3.5 (45 days for Widebody aircraft or 35 days for Narrowbody aircraft before the first day of the month in which the schedule is to become effective).
7. Prepare a recommended Common Use Gate assignment plan and distribute it to all requesting Airlines (45 days for Widebody aircraft or 35 days for Narrowbody aircraft, before the first day of the month in which the schedule is to become effective).
8. Meet with requesting Airlines as necessary to discuss the recommended Common Use Gate assignment plan and review any additional relevant information (40 days for Widebody aircraft or 35 days for Narrowbody aircraft, before the first day of the month in which the schedule is to become effective).

An Airline may appeal in writing any aspect of the recommended Common Use Gate assignment plan as provided for in Section 7.3.

9. As necessary, revise the Common Use Gate assignment plan to reflect any additional information received and any decision on any appeal. Distribute the final Common Use Gate assignment plan to all requesting Airlines (before the first day of the month in which the schedule is to become effective).

## **4. OPERATING PROCEDURES**

### **4.1 Irregular Operations**

The Resource Management Center will exercise its best efforts to accommodate delayed, off-schedule, and other irregular aircraft operations at Common Use Gates equitably in cooperation with all affected Airlines consistent with the general principles that: (1) Active Flights operating as scheduled will not be displaced to accommodate off-schedule flights; and (2) off-schedule flights for which reasonable advance notification has been provided will be given priority over flights for which such advance notification is not provided.

The Resource Management Center may, upon at least 30 minutes advance notice, require that an Airline promptly remove a RON Flight (when it is an Inactive Flight) or other Inactive Flight from a Common Use Gate if, in the Resource Management Center's reasonable discretion, such removal is necessary in an emergency or to allow an off-schedule or other irregular Active Flight to be accommodated.

### **4.2 Aircraft Parking Arrangements**

Any Airline requesting that its RON flights be assigned to a Common Use Gate shall be required to demonstrate to the satisfaction of the Authority that it has made alternative parking



arrangements at a location or locations at which its aircraft could be accommodated if they must be removed from Common Use Gates as provided for in this Section 4. The Authority will use its best efforts to facilitate such alternative parking arrangements.

#### **4.3 Ground Service, Fuel Spill and Safety Equipment**

The Airline is responsible for providing the appropriate level of ground service, fuel spill and safety equipment necessary at each assigned Common Use Gate. This equipment includes but is not limited to baggage carts, tugs, tow bars, lavatory carts, auxiliary power equipment (only during jet bridge power outages), spill carts/kits, personal protective equipment and fire extinguishers.

An Airline may stage or store any ground service, fuel spill and safety equipment necessary to support its flight operations at a Common Use Gate, but only in the apron areas at such gate designated for such use and only during the period of time in which the Active Flight, Inactive Flight or RON is approved to use such gate. If any staging or storage of an Airline's equipment at any Common Use Gate is such that, in the reasonable judgment of the Authority, it compromises or prevents the efficient use of such gate by another Airline, then, the Authority may request that the Airline remove its equipment, in which case the Airline shall promptly comply with such request.

Airlines are not permitted to stage or store any equipment that is not needed or is unserviceable on any portions of the terminal apron. Seasonal equipment shall only be permitted on the terminal apron during the season to which the equipment is intended to be used. Airlines shall comply with the applicable provisions of the Airport's Rules and Regulations regarding the maintenance, storage and disposition of unserviceable or excessive equipment.

#### **4.4 Airline Equipment and Supplies**

An Airline shall not install or locate any computer, telecommunications, or other equipment, furnishings, or fixtures at any Common Use Gate. Except with the Authority's advance written approval or as may be permitted pursuant to an Agreement with the Authority, an Airline shall not install or locate any branding or fixtures at any Common Use Gate.

An Airline may use its own tickets, baggage tags, boarding passes, and other stock and supplies at a Common Use Gate. An Airline's use of such supplies at a gate shall not be such as to compromise or prevent the efficient use of such gate by another Airline and all such supplies shall be removed from such gate when it is scheduled to be used by another Airline or as otherwise directed by the Authority.

An Airline must ensure that their Information Services department provides sufficient resource allocation to allow the Airline to operate from any Common Use Gate, including but not limited to software licensing, IP addressing, MAC addressing, or any other Airline specific technical need. There can be no Airline imposed technical impediment to prevent an Airline from

operating at any Common Use Gate. In addition, any Airline that has been granted an exception to install custom equipment must ensure that the custom equipment is installed at all Common Use Gates to ensure there is no impediment for them to operate from any assigned Common Use Gate. Any such equipment must not impede the operation of any other Airline from using an assigned Common Use Gate.

The Authority may issue operating procedures consistent with these Regulations governing the use of ticket counters that are equipped with Common Use Equipment.

## **5. TRAFFIC REPORTING**

Unless otherwise specified in an Operating Agreement between the Airline and Authority, each Airline using Common Use Gates shall, for itself and any Affiliates, submit to the Authority, after the end of each calendar month, a Traffic Report documenting for each Airline for such month: (1) the numbers of all flight arrivals and departures categorized by type of aircraft and maximum certificated gross landing weight; (2) the numbers of all deplaned and enplaned passengers separately stated for: (a) Domestic, Pre-cleared, and International Flights, (b) local (origin or destination) and connecting, and (c) revenue and nonrevenue; and (3) the weight of air cargo (freight, express, and mail) loaded and unloaded. Such report shall be filed in electronic format readable in Microsoft Excel or otherwise in a form reasonably acceptable to the Authority no less than 5 days following the last day of such month, shall be certified as accurate by an authorized representative of the Airline, and shall be subject to audit by the Authority.

## **6. TERMINAL 2 COMMON USE CHARGES**

### **6.1 Payment of Charges**

Each Airline shall, for itself and any Affiliates, pay all amounts assessed and due under these Regulations for the use and occupancy of Common Use Gates. The charges for the use of Common Use Gates shall be set by the Authority.

### **6.2 Invoicing**

The Authority will invoice each Airline following each calendar month on the basis of such Airline's actual activity, as recorded by the Authority, and the information submitted in such Airline's Traffic Report for such month.

## **7. COMPLIANCE**

### **7.1 Rules and Procedures**

An Airline and any Affiliates using Common Use Gates or other Common Use Equipment shall comply with and abide by all rules, regulations, and operating procedures regarding the use and

occupancy of such facilities as set forth in these Regulations or as otherwise properly promulgated by the Authority.

## **7.2 Flight Scheduling and Operations**

If, in the reasonable judgment of the Authority, an Airline using a Common Use Gate does not operate a flight at such Common Use Gate in accordance with its Schedule Submission (subject to irregular operations and other variances contemplated by the Regulations) for reasons within the control of the Airline, then the Authority may, at its sole discretion, charge the Airline for such flight at the current rate for the flight of the aircraft as scheduled.

If, in the reasonable judgment of the Authority, an Airline regularly operates its flights at Common Use Gates not in accordance with its Schedule Submissions (subject to irregular operations and other variances contemplated by the Regulations) or otherwise demonstrates a consistent pattern of disregard for the rules, regulations, and operating procedures set forth in these Regulations, then the Authority may, at its sole discretion, and upon at least 30 days advance written notice, not assign one or more requested flights of the Airline to a Common Use Gate for the following month.

The Authority shall not implement any such action against an Airline without first providing at least 15 days advance written notice of the offense.

## **7.3 Appeals**

If an Airline wishes to dispute the assignment of Common Use Gates or Appeal any other decision or action of the Authority in connection with the implementation of these Regulations, then such Airline shall have the right to do so by following the steps below:

- a. **Step 1 - Informal meeting.** The Airline shall request an informal meeting with the RMC and Director of Operations. If the dispute is not resolved informally, the Airline may request in writing a formal meeting with the Vice President of Airport Operations.
- b. **Step 2 - Formal meeting.** If an Airline requests a formal meeting, it shall be conducted by the Vice President of Airport Operations who will render a decision in writing. If the dispute is not resolved at this meeting, the Airline has the option of submitting a Written Appeal to the Senior Vice President & COO.
- c. **Step 3 - Written Appeal.** Upon receipt of a Written Appeal the Senior Vice President & COO shall conduct a meeting with the Airline and hear the appeal. The Senior Vice President & COO shall render a decision in writing, which shall be final.

## **8. ADMINISTRATION**

### **8.1 Resource Management Center**

The Resource Management Center, in addition to conducting the monthly schedule planning and assignment of Common Use Gates in accordance with Section 3, shall monitor and coordinate the operation of Authority Common Use Gates and all Common Use Equipment to facilitate efficient Airline operations and shall ensure that all Airlines are informed of matters affecting their operations.

## **8.2 Consultation with Airlines**

The Authority will regularly coordinate and consult with the Airlines serving the Airport, through meetings and otherwise as appropriate, on matters relating to the assignment, use, and operation of Common Use Gates and Common Use Equipment, including: (1) the adoption and implementation of these Regulations and any changes thereto; (2) advance Schedule Submissions; (3) the assignment of flights to Common Use Gates; (4) the accommodation of off-schedule or other irregular operations; (5) Traffic Reports; (6) facility use records and statistics; and (7) any other day-to-day operational and administrative matters.

## **8.3 Changes**

The procedures and other provisions set forth in these Regulations may be changed by the Authority from time to time in a manner consistent with the objective of promoting the efficient use of Common Use Gates to accommodate the needs of all Airlines and their passengers.

Any change to the provisions of the Regulations shall be in writing and all Airlines shall be notified at least 30 days prior to its implementation.

## **8.4 Notices**

All Schedule Submissions, Traffic Reports, communications, and other notices required or desired to be provided by an Airline to the Authority in connection with the operation of these Regulations shall be delivered to the following:

Kyle Mitchell, Manager  
TBI Airport Services  
8311 Brier Creek Parkway  
Suit 105-423  
Raleigh, NC 27617  
[kyle.mitchell@tbiam.aero](mailto:kyle.mitchell@tbiam.aero)

with a copy to:

John Graves, Director of Operations  
Raleigh-Durham International Airport  
P.O. Box 80001

RDU Airport, NC 27623-0001

[john.graves@rdu.com](mailto:john.graves@rdu.com)

Each Airline shall provide to the Resource Management Center, with a copy to the Authority's Director of Operations, the name and contact information for a local representative and, at the Airline's option, a corporate representative, to whom all communications and notices required or desired to be provided by the Authority to the Airline shall be delivered. Such representative(s) shall be responsible for all matters relating to the operations of the Airline and any Affiliates at the Airport under these Regulations, including the provision of information and the coordination of planning and operations.

