

DRAFT
COMMUNITY BENEFITS AGREEMENT

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RE-DEVELOPMENT MASTER
PLAN

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1.0 EXECUTIVE SUMMARY

The State of New York, through the Port Authority of New York and New Jersey (PA) has commence a plan to redevelop John F. Kennedy Airport. The John F. Kennedy Airport Redevelopment Plan (**Project**) calls for a ten (10) billion-dollar investment. The State Senate and Assembly members for Southeast Queens, in recognition of the potential benefits and detriment of the proposed Project, has called the community to action. As a consequence, the community sets out to draft a proposed Community Benefits Agreement.

In recognition of the fact that the community will be impacted by the Project, a group consisting of the, Association of Minority Enterprise of New York (AMENY), Small Business Development Center at York College, Community Board 12, Greater Jamaica Development Corp., and United Black Men of Queens Foundation, Inc. were brought together by Senator James Sanders to develop a strategy designed to protect the community's interest. The group (Coalition Representatives) has since developed a drafted Cooperation Agreement (CA) and a Community Benefits Agreement (CBA) to mitigate the anticipated impact of the Project.

The Cooperation Agreement and the Community Benefits Agreement

therein calls for measures to mitigate noise, pollutant emissions and studies to reveal future health risk, air quality/emission reductions and control, environmental mitigations/commitments for construction and traffic impacts of the Project; as well as economic benefits package that includes but is not limited to pre-apprenticeship program, non-construction training, targeted hiring requirements, construction work, non-construction work, concessions, business development and assistance and job readiness and training programs for eligible residents of the Project Impact Area (PIA), and the City of New York.

It should be noted that the negative impact of the Project is significant. Based on the Coalition Reps' legal analysis the community is subject to suffer loss of property interest along with other health and environmental interest. This pending loss of property interest and other interest forms the basis for the community's standing to demand that measures to mitigate the damages be established before implementation of the Project. The Coalition Reps. have contacted the ACLU to discuss whether there is any interest in representing the community in any future litigation. There is a precedent for the community's legal posture; this legal opinion is based on the legal posture taken by the community in Queens New York during planning for the redevelopment of the JFK International Airport.

I. INTRODUCTION.

This Community Benefits Agreement sets forth (1) a range of community benefits and impact mitigations that are essential in protecting the community's interests as we support the redevelopment of John F. Kennedy Airport: and (2) it establishes an ongoing role for the Coalition Reps in implementation and oversight of these benefits and mitigations agreements. This Community Benefits Agreement is agreed to by the PA and Coalition Reps. in connection

with, and as a result of, the Cooperation Agreement to which it is attached. All requirements set forth below begin immediately upon the effective date of the Cooperation Agreement, unless otherwise specified. Notwithstanding any other provision of this Agreement, PA shall have no responsibility to expend funds where the Federal Aviation Administration has made a determination that the expenditure violates or would violate either 49 U.S.C. § 47133, “Restriction on use of revenues,” or that statute’s implementing regulations.

II. RESIDENTIAL NOISE MITIGATION.

A. Funding of Aircraft Noise Mitigation Program. Beginning in fiscal year 20__-, PA shall fund its Aircraft Noise Mitigation Program (“ANMP”) at least at the following levels:

- \$00,000.000.00 million per year for the impacted communities (residential); and
- \$00,000,000.00 million per year for public institutions and houses of worship.

These funding levels shall be met by PA.

B. Acceleration of Noise-Mitigation Programs for City. Within eight months of the effective date of this Agreement, PA will provide a written schedule and work program to the Coalition Representative that is designed to achieve completion of the Aircraft Noise Mitigation Program (ANMP), a soundproofing program for the impacted communities, by the end of 2018, and will take all reasonable steps to timely implement that schedule and work program.

C. Acceleration of Noise Mitigation of Places of Worship. PA shall accelerate the program of soundproofing Places of Worship as part of the ANMP in effect as of the effective date of this Agreement. Within eight months of the effective date of this Agreement, PA shall conduct a needs assessment for this program, in consultation with the Coalition Representative. PA shall provide annual reports on the progress of the program.

D. End-of-block soundproofing. Within one year of the completion of the current ANMP for participating jurisdictions, PA shall commence an end-of-block soundproofing program, under which, if any residence on a particular city-block falls within the applicable noise contour for that block, then each residence on that block will be eligible for noise mitigation as described in this Section II.D. Offers of soundproofing shall be made to the owner of each residence, whether or not the owner of that residence chose to participate in previous soundproofing programs. Soundproofing under this program shall reduce interior noise at participating residences to an interior Community Noise Equivalent Level (CNEL) of 45 decibels or less, within habitable rooms.

E. Suspension of Avigation Easement.

1. Present Avigation Easement Requirements. All homeowners receiving PA provided or funded noise insulation measures within the 65 dBA CNEL noise contour presently must execute express, full avigation easements.

In return for PA's providing these noise insulation benefits, each homeowner presently must sign a full, express avigation easement expressly waiving his or her ability to sue PA with respect to the impacts (listed in the avigation easements) that are created by aircraft operations at JFK International Airport on the affected residences.

2. Proposed Modified Easement Requirements. In order to promote the cooperation between PA and the Coalition that is envisioned by this Agreement, and so long as this Agreement remains in effect, PA agrees to suspend its requirement that express, full avigation easements be executed by homeowners receiving PA provided or funded noise insulation benefits for particular residences located within the 65 dBA CNEL noise contour in the impacted communities, and only under the following circumstances:

- (a) NYSDOT approves PA's compromise position as described in this Agreement during the effective term of this Agreement. This approval is necessary because NYSDOT currently requires avigation easements as part of PA's ongoing noise variance within its permit from NYSDOT to operate JFK International Airport;
- (b) In lieu of requiring full, express avigation easements (as set out in Exhibit A), the homeowners will execute the Noise Easement attached as Exhibit B. The homeowner will provide, among other things, a written acknowledgment, accompanying the homeowner's authorization to proceed with the installation that the homeowner is aware of the proposed level of noise reduction that the installation is intended to provide. After the installation, the homeowner will execute an acknowledgement that the improvements have been installed and have attenuated the noise.

PA promises to make all reasonable efforts to obtain NYSDOT's expedited approval of suspension of the requirement for full, express avigation easements (as set out in Exhibit A) and use of the Noise Easement (as set out in Exhibit B) in its place.

F. Compatibility with Local Building Codes. PA shall not require property owners participating in the ANMP to satisfy regulations or standards related to property conditions where these regulations or standards are more stringent than those actually enforced by the local government jurisdiction possessing code enforcement authority over the property in question.

G. Limitations on Nighttime Departures. PA and the Coalition agree that restrictions on departures between the hours of midnight and 6:30 a.m. over the communities

to the east of JFK International Airport would be desirable, when JFK International Airport is operating under normal weather conditions (when JFK International airport is either in Over-Ocean Operations or remains in Westerly Operations and excluding times when JFK International Airport operates in Easterly Operations). This is known as the “JFK International Airport Proposed Restriction.”

1. Part 161 Study. By April of ____, PA shall have completed a Contract Award Process for a study on the feasibility of implementing the JFK RDP Proposed Restriction (the “Part 161 Study”). Within 90 days of the contract award, the contract will have commenced. PA shall require that the Part 161 Study meet the relevant requirements of 14 C.F.R. Part 161, that the entity performing the study provide annual reports to PA on study progress and findings.

a. Reports on Study Findings. During the period in which the contractor is conducting the Part 161 Study, PA shall distribute to the Coalition Representative annual reports on preliminary study findings. Within 45 days of completion of the Part 161 Study, PA shall distribute to the Coalition Representative a report on study results and any actions to be taken regarding an FAA application under 14 C.F.R. Part 161. **Application to FAA.** Within 90 days of completion of the Part 161 Study, if the study finds that the JFK RDP Proposed Restriction complies with statutory conditions of the Airport Noise and Capacity Act of 1990 and the requirements of 14 C.F.R Part 161, PA shall submit to the Federal Aviation Administration (FAA), and to any other necessary regulatory authority, a complete application requesting permission to implement the JFK RDP Proposed Restriction. This application shall conform to the procedures and standards set forth in 14 C.F.R. Part 161.

c. Implementation of JFK RDP Proposed Restriction. If the FAA or any other regulatory authority approves in full or in part the application described in Section II.G.1, PA shall implement the JFK RDP Proposed Restriction to the extent permitted in the approval.

2. Record of Eastbound Departures. PA shall maintain a record of all nighttime eastbound departures during Over-Ocean Operations and Westerly Operations. This record shall be made available to the public on the PA website and shall be updated monthly.

3. Community Response Program. PA shall operate a community response program through which the public may report nighttime flights in the areas east of JFK RDP. PA shall maintain a record of all individual reports, and shall prepare annual reports documenting individual reports, including records of airline, flight, date, and time of each reported flight, where possible. All records of reports, excluding the reporting individual’s name and address, shall be maintained as public records and posted on the PA website.

NOTE: *Here there is a need for a study relating to the effects of restriction on nighttime departures. This section must be tailored to fit NYS and NYC statute along with FAA and PA regulation and the economic impact on our private sector strategic partners.*

III. WORKFORCE AND ECONOMIC DEVELOPMENT

(a) **Purpose.** PA expects the Project to generate new local jobs and economic opportunities for the benefit of the Local Community. This will require the training, referral and hiring of Local Residents, minorities and women and the participation of Local businesses in the Project.

(b) **Wages & Benefits.** During the Term, PA shall pay all PA Project Employees a Living Wage. PA shall make reasonable efforts to encourage Service Providers to pay a Living Wage to their employees working in the Project Area. PA will provide the same health insurance benefits to PA Project Employees as it provides to other PA Employees in similar positions. This provision shall not give rise to an individual cause of action that does not already exist under the law.

(c) **Earned Income Tax Credit.** PA shall inform its eligible Employees and shall encourage all Service Providers to inform their employees working in the Project Area of the availability of the federal Earned Income Tax Credit, including by providing written information and related forms to employees.

(d) **Project Workforce.** PA and the Coalition Reps. are committed to robust representation of MWBE construction trade persons as they seek to fully participate in the redevelopment of JFK International Airport. Reflective of PA's commitment to this objective, PA will use good faith efforts towards a goal to have the construction workforce composed of 50% MWBE over the life of the Project. In particular, PA and the Coalition Reps. recognize that the hiring of qualified Local Residents is of the utmost priority in connection with the Project and agree to work together toward that goal. To this end PA, through its Construction Manager, will negotiate a Project Labor Agreement (PLA) with an unprecedented target of 40% MWBE workforce, more fully described below, for an initial term of 5 years. In successive extensions of the PLA, PA will aspire to increase the stated workforce goal in cooperation with the Building and Construction Trades Council of Greater New York. The Coalition Reps. will, however, consistent with its own commitment to increase employment opportunities for local residents, will use good faith efforts to support the workforce objective. PA agrees that it will undertake the efforts described below to expand opportunities for Local Residents to obtain apprenticeship positions and join Unions as described below:

1. **PLA Pre-Apprenticeship.** Subject to and consistent with agreements with the Building and Construction Trades Council of Greater New York, PA shall make good faith efforts to cause its construction manager (CM) to negotiate in

the PLA (i) a local membership registry with the Unions that are a party to the PLA to establish priority status to recruit and train Local Residents in pre-apprenticeship and apprenticeship programs; (ii) a goal for Unions to fill at least thirty-five (35) per year Union pre- apprentice positions for work to be performed on any worksite in the City during the redevelopment of JFK with Local Residents; and (iii) a goal for unions to accept referrals from the Community Information, Opportunity and Resource Center (Center). The CM shall encourage Unions to give Local Residents priority in consideration for recruiting and hiring to the extent permissible by laws including laws related to unlawful discrimination. The same requirements shall apply over the life of the redevelopment of the project. PA shall work with the Consortium for Worker Education and existing pre-apprenticeship programs such as the Aspen Institute's Workforce Strategies Initiatives and other Pre-Apprenticeship programs approved by the New York State Department of Labor and recognized by participating unions to facilitate training and employment opportunities for Local Residents. Local Residents will be referred through the Career and Business Center to appropriate Pre-Apprenticeship training programs.

2. **Non-Construction Training.** At the request of the Coalition Reps., PA shall provide advice and guidance to the Coalition Reps. regarding job readiness training and targeted technical skills training for airport and aviation related jobs. The intension here is to broaden the employment opportunities available to Local Residents within the Project Area. PA, through the Center, may identify, design, and/or disseminate the syllabus for any of these training programs.
3. **Targeted Hiring Requirements.** PA shall use good faith efforts to achieve certain hiring goals in the Project Impact Area with respect to Local Residents, as more particularly set forth below, during the construction period(s), and shall use commercially reasonable efforts to achieve certain hiring on airport grounds and PA facilities wherever located, with respect to non-construction obligations set forth in this CBA.
4. **Targeted Hiring and Workforce Development Program for Airport Jobs.** Targeted Hiring and Workforce Development Program shall provide early access to targeted applicants for available Airport Jobs, and employers will receive prompt, cost-free referrals of qualified and trained applicants. Except where the City's Worker Retention Policy requires retention of particular workers, PA shall require participation in the First Source Hiring Program with regard to all Airport Jobs by any:

- New Airport Contractor, Airport Lessee, and/or Airport Licensee resulting from the approved JFK RDP Master Plan;
- Airport Contractor that enters into or receives a new, amended, or renewed Airport Contract, or receives a voluntary extension of an existing Airport Contract;
- Airport Lessee that enters into or receives a new, amended, or renewed lease of any property owned by JFK, or receives a voluntary extension of an existing lease; and
- Airport Licensee that agrees, receives, or is subject to a new, amended, extended, or revised licensing or permitting agreement or set of requirements.

As of 2018, PA shall ensure that the Targeted Hiring and Workforce Development Program, attached as Exhibit C, is a material term of all Airport Contracts, lease agreements, and licensing or permitting agreements or sets of requirements that are new, extended, amended, renewed, or revised. Under these Airport Contracts, agreements, or requirements, employer participation in the Targeted Hiring and Workforce Development Program shall commence on the effective date of the Airport Contract, agreement, or requirement in question, or in 2018, whichever is later. PA shall actively monitor compliance with the Targeted Hiring and Workforce Development Program by all covered employers; shall enforce the liquidated damages provision of Exhibit C with regard to any instances of noncompliance; and shall take any other enforcement action under Airport Contracts, lease agreements, and licensing and permitting requirements necessary to prevent noncompliance.

5. **Construction Work.** The Parties acknowledge that: (i) the construction shall be managed by a CM; (ii) that the CM shall negotiate contracts with all relevant construction trade labor representatives and subcontractors and that these contractual arrangements shall be governed by the PLA. PA shall use good faith efforts to cause the CM to include the following target goals in the PLA or in the CM's contracts or subcontracts, as the case may be:
 - a. Commencing as of the date of the issuance of the first permit relating to the Project., the goal shall be that at least thirty-five percent (35%) of the total dollar value of the Project subcontracts governed by the PLA will be awarded to MWBE, provided, however, that the Parties acknowledge and agree that the use of Specialty Construction Services and

related construction materials shall be excluded from the provisions of this paragraph. Such percentage shall be calculated in the aggregate at the end of the first five years. PA shall provide bi-annual reports to the Coalition Reps. with respect to the status of the target, beginning on the date that is twelve (12) months after the Effective Date; and

b. Commencing as of the date of the issuance of the first permit for the Project Area, the goal shall be that at least forty percent (40%) of the Project Area Construction Workforce (i.e., individuals employed by construction contractors and subcontractors) employed on site pursuant to the contracts will be qualified MWBE; provided, however, that the Parties acknowledge and agree that the use of certain Specialty Construction Services and related construction materials shall be excluded from the provisions of this paragraph. With respect to employment of qualified Local Residents, and to the extent that such preferences would not give rise to the potential for legitimate claims of unlawful discrimination, in recognition that the hiring of qualified Local Residents is of the utmost priority, PA shall use good faith efforts to cause its CM to include provisions in the PLA that provide that qualified Local Residents will be given priority in interviewing and hiring for employment opportunities with such contractors and subcontractors.

c. PA to Comply with ESDC's Non-Discrimination and Affirmative Action Policy: PA would adhere to or exceed the requirements of ESDC's non-discrimination and affirmative action policies during the construction of the Project, unless to do so would conflict with applicable law or PA's obligations under collective bargaining agreements. PA has agreed that its affirmative action policy would also apply to the Project. PA's policy encourages local business participation generally. The PA sets goals of 12% of the total contract price for PA certified Minority Business Enterprise participation and 5% of the total contract price for PA certified Woman Business Enterprise work force participation in construction activities.

6. Non-Construction Work.

a. PA shall, with respect to contracts for goods and services awarded by PA to Service Providers in the Project Area, include goals for hiring MWBE, as set forth herein. PA will establish a target goal of at least thirty-five percent (35%) of the total dollar value of non-construction contracts (excluding X and Y contracts), throughout the life of the Project for MWBE,

provided, that, for purposes of this target, "Local" shall include the five (5) boroughs of New York City.

- b. PA shall use good faith efforts to hire Local Residents with priority to zip codes 44444, 55555, 66666 and 77777 for at least thirty percent (30%) of PA employees in the abovementioned zip codes after construction. For these purposes, the calculation of the number of PA employees shall exclude all FAA's employees and staff.
- c. The Coalition Reps. shall advise PA with respect to available methods for PA to notify the Local' Community of projected PA job positions in all PA's facilities in advance of particular hire dates ("Job Availability Information"). PA shall, to the extent reasonably possible, implement the methods suggested by the Coalition Reps. with respect to such notification.
- d. PA shall issue a report regarding the then current status of the MWBE targets within six (6) months after the issuance of a Certificate of Occupancy for the first New Building in the project area, and every twelve (12) months thereafter for a period of ten (10) years. Calculation of the target percentages aforementioned shall be cumulative and made in the aggregate for all contracts.
- e. PA shall issue a report regarding the then current status of the MWBE targets set forth within a reasonable time after the issuance of the first Certificate of Occupancy. Calculation of the target percentages set forth in this provision shall be cumulative and made in the aggregate for all contracts.
- f. Through theCenter, PA shall make available to the Local Community information about job openings on all PA facilities on/or off airport grounds. PA shall include in its hiring guidelines and on its employment forms a statement that PA is committed to hiring qualified Local Residents.
- g. The Coalition Reps. may request that PA coordinate with appropriate non-profit, federal, State and private organizations and institutions that assist individuals from Special Population groups in identifying appropriate workforce readiness programs, GED preparation, and workforce training programs. PA shall consider candidates who successfully complete such programs for employment by PA, provided, however, that in no event shall PA be obligated to hire an individual who does not satisfy the applicable job requirements. All decisions to hire or terminate an Employee shall be in PA's sole discretion.

7. Airport Concession

- The PA shall use good faith efforts in pursuit of the goal of recruiting no- less than 30% MWBE for concession opportunities in all PA and Airport facilities wherever located. Priority shall be given to any businesses located in the priority zip codes listed above.

2. *We need to know more about the concession business in the airport in order to further develop this section*

8. MWBE and Small Business Utilization and Retention Program

- a. PA shall coordinate with the Mayor’s Office of MWBE Services, Department of Small Business Services, NYESDC, and other relevant business advocacy and assistance organizations to initiate a program to increase participation in the planning, construction, operation and maintenance of JFK International Airport by Project Impact Area small businesses and minority-owned business enterprises and women-owned business enterprises (MWBE). A goal of this program will be the utilization of MWBE as Airport Contractors in these areas, by PA in planning, design, financing, construction and all other projects of the JFK RDP. This program shall include:
 - targeted outreach within the Project Impact Area to Project Impact Area small businesses, Project Impact Area disadvantaged businesses, and relevant business organizations;
 - i. inclusion of Project Impact Area small businesses, Project Impact Area disadvantaged businesses, and relevant business organizations in pre-bid conferences;
 - ii. “Meet the General Contractor” meetings for Project Impact Area small businesses and disadvantaged businesses;
 - iii. unbundling of construction projects into bid sizes that will allow small businesses level competition, without restricting the project timelines;
 - iv. Assistance with access to bonding, insurance, procurement and other types of capacity-related assistance where necessary.

- b. PA, in compliance with New York City policy, will ensure that there is no discrimination against Project Impact Area small businesses and disadvantaged businesses in selection of businesses to operate, locate a franchise, or provide services On-Site.
- c. Small business assistance/finance organizations, shall assist to identify and/or develop working capital revolving loan program to assist Project Impact Area small businesses and disadvantaged businesses seeking to: (i) perform work related to the JFK RDP; and/or (ii) operate franchises or provide services in JFK facilities.
- d. In providing the assistance and services identified in this Section III, PA shall work collaboratively with the following organizations and programs:
 - i. Small Business Administration (8A Services)
 - ii. Mayor's Office of MWBE services,
 - iii. Department of Small Business Services,
 - iv. Community Board #12, #13 and #14,
 - v. Queens overall Economic Development Corp.,
 - vi. State EDC,
 - vii. Banking community, and
 - viii. Trade Organizations

PA shall make best efforts to ensure that Career Business Center, in coordination with the PA Mentor – Protégé Program, has a lead role in assisting with access to procurement opportunities, financing, bonding, and prime/subcontractor introductions, and that Career Business Center assists with identifying a source of financing for a low interest working capital revolving loan program to assist Project Impact Area small businesses and disadvantaged businesses seeking to compete for contract and franchise opportunities at JFK International Airport.

9. Job Readiness and Training Program.

- a. **Job Training Program.** Beginning in fiscal year 2018-19, PA shall provide \$3 million per year for five years, not to exceed \$15 million over five years, to fund job training for Airport Jobs and Aviation-Related Jobs, and for Pre-apprenticeship Programs. Any funds unspent in a particular year shall be rolled over to the subsequent year. At the conclusion of the five-year period, any unused funds shall revert to the job training funds.
- b. **Federal Aviation Administration (FAA) Modification.** If at any time the FAA expands the job categories for which it will permit PA to expend job training funds, PA shall expend those funds for all newly available job categories. At all times, if the FAA prohibits particular job training expenditures required under this agreement, then PA shall provide the full

funding amount described in this section for job training expenditures that are required by this section and are not prohibited.

- c. **Seeking Alternative Funding Sources in Case of FAA Prohibition.** Beginning in fiscal year 2018-19, PA shall consult with Empire State Development Corporation (ESDC) to identify and secure funds or redirect existing resources for any job training described in this section III for which the FAA has prohibited expenditures, with an overall goal of securing funding and resources from alternative sources for five years. Potential resource providers for this activity shall include, but not be limited to, (PA, Individual airlines, City of New York, State of New York, etc.). Funds secured by PA under this Section III.9.c shall be administered as described in Section III.9. Funds secured from alternative sources under this Section III shall not reduce the funding commitment made by PA elsewhere in this Section III.

10. Community Information, Opportunity and Resource Center ("Center")

The Community Information, Opportunities and Resources Center (the "Center") will serve as a one stop shop designed as a portal that allow community residents and businesses to access information, opportunity and resources related to the JFK RDP. The Center would be located near the Project Site. The Center would commence full operation with the acquisition of the first permit relating to the Project, and continue operation for a 20-year period from commencement of full operation of the Center. The Center would provide information and resources to enable local residents and businesses to receive prompt notification of business opportunities and available jobs at PA to learn about construction schedules, safety and mitigation, and to receive information about community-oriented service programs (i.e., technical assistance, clinics, mentoring, volunteerism). The Center would provide bilingual services and would be staffed, in part, by persons devoted exclusively to serving as liaison with the community with respect to the obligations incurred by PA in connection with the Project. The estimated annual minimum value of maintaining the Center would be \$1,500,000.00 with annual increases of 5%. PA would collaborate with appropriate organizations to develop and maintain the Center which would provide, among other things, the following services:

- a. Provide access to PA job listings with detailed descriptions of job qualifications, including a regularly updated information hotline to provide callers with information relating to PA employment opportunities and will provide continuing counsel and assistance to local residents seeking employment at PA.

- b. Coordinate PA resources with (i) appropriate job training centers, (ii) City, State and Federal agencies and (iii) other educational institutions and organizations to provide bilingual referral information regarding services for small businesses, leasing space from PA and facilitating access to integrated support services.
- c. Identify and provide referrals to training programs and classes in areas such as the skilled trades, administrative support, technology, management, and administration, and where feasible, coordinate with State and City education programs and institutions in the administration of such programs.
- d. Coordinate and host job fairsjob training, and increase job readiness in the community.
- e. Assist local residents in the identification of business, education, training, and career opportunities that provide opportunities for hands-on learning, and competency based instruction constructed using industry standards. Such programs would include one group session per month where up to 40 persons per session will receive the following:
 - i. Referrals for skills training, internships and work-based learning opportunities at PA and through community-based organizations supported by PA,
 - ii. A catalog of PA community outreach programs, and
 - iii. Access to work-based learning programs for high school students, high school dropouts, individuals transitioning from welfare-to-work, individuals with special needs, and veterans.
- f. The Center would provide information about construction schedules, safety and mitigation efforts for the Project. PA would also provide a community alert system to notify subscribers about construction issues and a 24-hour hotline to provide callers with information about construction activity and employment opportunities related to the Project
- g.
- h. At this "one-stop" Center community members may receive information on PA's community programs and Project commitments. PA would set up a 24-hour hotline on construction activities, along with an alert system to notify subscribers about such activities.
- i. Also in connection with the Center:

- i. PA shall maintain the Center in a manner that is visible and accessible to local residents.
- ii. PA shall supply the center with reasonably necessary resource, including access to administrative and technical support to execute the responsibilities of the Center.
- iii. The Center shall maintain and report, on an annual basis, the following data:
 - 1. Utilizing the services of the center
 - 2. Referral to and placement in PA related jobs
 - 3. Referrals to government, community based, PA or coalition Reps. Education and job training programs, and
 - 4. Participation in Job Fairs
- j. PA shall encourage Service Providers and airport concessioners to list all job openings in the Project Area through the Center, and will maintain at the Center an electronic and hard copy listing of all such available positions that would be available to job seekers. PA shall provide a copy of the listing to the subject zip codes. The listing shall be maintained in a manner necessary to collect information from Service Providers and provide information to jobseekers.
- k. PA shall encourage Service Providers and local retailers to seek applicants for job openings in the Project Area from Local Residents. PA shall maintain an electronic and hard copy listing at the Center with resumes and other information provided by Local Residents who are seeking employment. PA shall notify local Service Providers of the listing and make it available to them. The listing shall be maintained in a manner necessary to collect information from job seekers and provide information to Service Providers.
- l. At the request of the Coalition Reps., PA shall provide advice and guidance with respect to academic and career assessment predicated on posted competencies required for both PA and external career opportunities.
- m. PA shall include in its standard request for proposal (RFP) template the following:
 - i. A statement indicating that PA is committed to the hiring of qualified Local residents when possible and

- ii. A question seeking information about the vender's record and practices in that regard.

- n. PA's Cooperation with NYC: PA shall use good faith efforts to partner with New York City Department of Small Business Services ("NYCDSBS"), to implement a program to develop the capacity of Minority, Women, and Local ("MWL") construction firms such that they would be able to manage larger contracts including construction trade work on the proposed Project. The pilot program was initiated in January 2019. The program will require approximately one year of classroom training conducted by the NYCDSBS supplemented by up to one year of mentoring by senior executives and construction project managers from PA. Firms sponsored by PA will also receive actual project bid opportunities during their one-year of training. While this is a pilot program, if it is successful PA will match funding of government and private sector partners up to \$250,000 per year for five years so that PA's participation in the program can be continued and, if feasible, expanded.

- o. A portion of the Benefits Fund may be used for a Small Business Incubator which will enable emerging and existing small not-for-profit organizations with access to office and meeting spaces.

- p. **Technical Support from PA:** At the request of the Coalition Reps., PA shall post opportunities identified by the Coalition Reps. at the Center for:
 - i. (i) PA's managers to provide pro bono technical advice and business consulting services to local businesses and entrepreneurs, consistent with other internships for PA's employees;
 - ii. (ii) PA Real Estate managers to provide advice and consulting services to Coalition Reps., local contractors and businesses on issues related to on land use, development, and property issues consistent with PA standards for operation; and
 - iii. (iii) Any other PA program that would offer technical assistance to businesses located within the project area and the subject zip codes.

- q. **PA Agreements.** To the extent that a PA Collective Bargaining Agreement may differ with respect to various Employees, the applicable Collective Bargaining Agreement shall govern.

Nothing herein obligates PA to breach or modify any existing contracts, including Collective Bargaining Agreements or to include any provision or commitment in any future Collective Bargaining Agreement.

IV. AIR QUALITY STUDY.

A. Air Quality Study. PA shall fund a study by an Independent Expert of toxic air contaminants and criteria air pollutant emissions from jet engine exhaust and other emission sources (“Air Quality Study”). In addition to other contaminant and pollutant emissions, the Air Quality Study shall measure jet engine exhaust emissions and provide chemical composition data from a representative sample of engine types and ages under a variety of conditions that reflect actual operations, and shall include this data and all other relevant study results as part of the final study provided to PA.

B. Air Quality Study Draft Protocols. The Air Quality Study draft protocols shall be based upon the “Air Quality and Source Apportionment Study” conducted at Los Angeles International Airport (LAX). LAX’s Air Quality and Source Apportionment Study (AQSAS) was conducted to measure pollutant concentration in the vicinity of LAX and to assess the potential impacts of airport-related emissions on ambient air quality of communities adjacent to the airport. Therefore, an Air Quality and Source Apportionment Study of the area surrounding JFK International Airport, should be conducted as soon as possible.

C. Contract Award Process. Within 270 days of the date PA receives an FAA Approval to proceed with the Air Quality Study, PA shall complete a Contract Award Process for selection of a contractor to conduct the Air Quality Study. Within 90 days of the contract award, the contractor shall commence the Air Quality Study.

Review of Protocols and Interim Reporting. Prior to commencing the Air Quality Study, the contractor selected to conduct the Air Quality Study shall submit proposed

D. protocols to PA. Within 30 days of receipt of the proposed protocols, PA shall provide them to the Coalition Representative. PA shall report semiannually to the Coalition Representative on the progress of the Air Quality Study and shall provide to the Coalition Representative any written reports made by the contractor within 15 days of receipt.

E. Reports. PA shall require the selected contractor to provide written annual progress reports to PA. PA shall promptly forward these reports to the Coalition

Representative. Within 15 days of completion of the Air Quality Study, PA shall provide the Air Quality Study to the Coalition Representative, and shall make it available to the public.

F. FAA Prohibition. If an FAA Determination, as defined in and pursuant to the procedures set out in the Cooperation Agreement, or any other regulatory authority prohibits PA from taking actions required by this Section IV, or threatens to withhold federal funding if PA takes actions required by this Section IV, then PA shall set aside \$2 million to the air quality fund described in Section VII.

V. HEALTH STUDY

A. Health Study. PA shall fund a study to measure and investigate upper respiratory system and hearing loss impacts of JFK RDP operations due to the JFK RDP Master Plan. PA, in consultation with the Coalition Representative, shall develop a scope of work and objectives for the Health Study. Within 180 days of the effective date of this Agreement, PA shall initiate consultation with the Coalition Representative. The resulting scope of work and objectives for the Health Study shall be incorporated into the RFP for selection of a contractor to perform the Health Study. Within one year of the effective date of this Agreement, PA shall request, pursuant to the procedures in Section II.D of the Cooperation Agreement, an FAA Approval to proceed with the Health Study.

B. Contract Award Process. Within 270 days of the date PA receives an FAA Approval to proceed with the Health Study, PA shall complete a Contract Award Process for selection of a contractor to conduct the Health Study. Within 90 days of the contract award, the contractor shall commence the Health Study.

C. Review of Protocols and Interim Reporting. PA shall require that the contractor selected to conduct the Health Study submit proposed protocols to PA. Within 30 days of receipt of the proposed protocols, PA shall provide them to the Coalition Representative. PA shall report semiannually to the Coalition Representative on the progress of the Health Study and shall provide any written reports made by the contractor to the Coalition Representative within 15 days of receipt by PA.

D. Reports. PA shall require the selected contractor to provide written annual progress reports to PA. PA shall promptly forward these reports to the Coalition Representative. Within 15 days of completion of the Health Study, PA shall provide the Health Study to the Coalition Representative, and shall make it available to the public.

E. FAA Prohibition. If an FAA Determination, as defined in and pursuant to the procedures set out in the Cooperation Agreement, or any other regulatory authority prohibits PA from taking actions required by this Section V, or threatens to withhold federal funding if PA takes actions required by this Section V, then PA shall set aside

\$500,000 to the air quality fund described in Section IV

VI. COMMUNITY-BASED RESEARCH STUDIES AS PART OF JFK RDP PROJECT-LEVEL ANALYSIS.

A. Inclusion in Project-Level Environmental Analysis. PA acknowledges that, pursuant to CEQA, it will perform additional environmental review on the various JFK RDP project components as they are processed for future approval. In undertaking this additional environmental review, PA shall require the general contractor preparing the environmental documents for these future project-level analysis to subcontract with an Independent Expert to coordinate community-based research studies as described in Section VI.B (the “Community-Based Studies”), that are designed to become a part of the environmental analysis. PA shall expend no less than \$300,000 on the Community-Based Studies. As future project-level environmental documents are prepared for JFK RDP Master Plan projects, PA is not required to utilize the Community-Based Studies as a part of each Project-level environmental review, and shall have discretion to determine whether a particular project-level analysis would be appropriate for including the Community-Based Studies. The Independent Expert coordinating any Community-Based Study shall write a final report setting forth findings and recommendations. The summary of the report shall be included within the pertinent environmental documents, and the full report shall be included as an appendix to the documents.

B. Scope of Community-Based Studies. Community-Based Studies shall study potential environmental impacts of the JFK RDP Master Plan project components on individuals living or working in close proximity to the Project Impact Area. For all Community-Based Studies, individuals living or working within the project study area shall participate in development of study design and in study implementation.

C. Planning process. PA and the general contractor preparing the environmental documents for the future project-level analysis shall consult with the Coalition Representative regarding (1) the selection of topics for the Community-Based Studies, (2) the individuals selected to perform Community-Based Studies, and (3) the administration of Community-Based Studies. The Independent Expert chosen to coordinate any Community-Based Study shall consult with the Coalition Representative and the general contractor regarding the selection of topics for the Community-Based Studies and the administration and implementation of the Community-Based Studies.

D. Final Report. Upon completion of any Community-Based Study, the study shall be provided to the Coalition Representative, to PA, and to the public.

E. Recommendations for Further Action. Any recommendations for further action or project-specific mitigation proposed by one or more Community-Based Studies shall be reviewed by the Coalition Representative, which may then prepare a proposal that PA staff

shall forward to the PA for consideration. At a public meeting, after considering the Coalition Representative recommendation, any staff reports, the Community-Based Study or Studies in question, and other public comment, the PA shall approve the proposal, deny the proposal, or request further detail from the Coalition Representative and/or PA staff. If PA denies the proposal, it shall adopt specific written findings regarding the reason for the denial.

F. FAA Prohibition. If an FAA Determination, as defined in and pursuant to the procedures set out in the Cooperation Agreement, or any other regulatory authority prohibits PA from taking actions required by this Section VI, or threatens to withhold federal funding if PA takes actions required by this, then PA shall set aside \$300,000 to the air quality fund described in Section VII.

VII. AIR QUALITY

A. Electrification of Passenger Gates.

1. Passenger Gate Electrification Schedule. PA shall ensure that all Passenger Gates are equipped and able to provide electricity sufficient for aircraft needs under the following schedule:

a. All Passenger Gates for which new construction (excluding maintenance) is completed after the effective date of this Agreement shall be equipped and able to provide electricity to parked aircraft from date of initial operation and at all times thereafter.

b. Three years from the effective date this Agreement, and at all times thereafter, at least fifty percent of Passenger Gates at JFK RDP shall be equipped and able to provide electricity to parked aircraft.

c. Five years from the effective date of this Agreement, and at all times thereafter, one hundred percent of the Passenger Gates at JFK RDP shall be equipped and able to provide electricity to parked aircraft.

2. Aircraft Use of Gate-Provided Electricity. PA shall ensure that gate-provided electricity is provided to all aircraft parked at Equipped Passenger Gates and, except for the exemptions identified in this section, that all aircraft use the gate-provided electricity in lieu of engine operation of aircraft or mobile/ground auxiliary power units. Aircraft shall not be required to use electricity provided by PA at an Equipped Passenger Gate if that requirement is determined to be Operationally Infeasible, either by mutual agreement of the Parties or by the Special Arbitrator. Airline carriers may request an exemption from requirements imposed under this Section VII. for other reasons, and shall obtain an exemption when the Parties mutually agree.

3. Assessment of Electrification of Passenger Loading Areas. PA shall conduct an assessment of operations at Passenger Loading Areas for the purpose of

determining whether electrification of Passenger Loading Areas is Operationally Infeasible. The assessment shall include, but not be limited to, inventory utilization, operations, technological trends, and capital and maintenance costs. PA shall complete this assessment within one year of the effective date of this Agreement. Findings of the assessment shall be provided to the Coalition Representative within 30 days of completion. If, following review of assessment findings, the Parties determine by mutual agreement, or the Special Arbitrator determines, that providing electricity sufficient for aircraft needs to Passenger Loading Areas is not Operationally Infeasible and/or Technically Infeasible, then PA shall provide electricity to these areas under a schedule to be negotiated between PA and the Coalition Representative but requiring 100 percent conversion by no later than 12 years from the effective date of this Agreement, and shall require parked aircraft to use that electricity.

4. Commuter Flight Loading and Unloading. By the conclusion of the JFK RDP Master Plan, loading and unloading of passengers of commercial aircraft shall be performed only through Passenger Gates.

B. Electrification of Cargo Operations Areas.

1. Cargo Operations Areas Electrification Schedule. PA shall ensure that, unless determined under procedures described below to be Operationally Infeasible and/or Technically Infeasible, all Cargo Operations Areas are equipped and able to provide electricity sufficient for aircraft needs as follows:

a. All Cargo Operations Areas for which new construction, not maintenance, is completed after the effective date of this Agreement shall be equipped and able to provide electricity to parked aircraft from date of initial operation of the Cargo Operations Area at JFK RDP and at all times thereafter.

b. Three years from the effective date of this Agreement and at all times thereafter, at least thirty percent of the Cargo Operations Areas at JFK RDP shall be equipped and able to provide electricity to parked aircraft.

c. Five years from the effective date of this Agreement and at all times thereafter, one hundred percent of Cargo Operations Areas at JFK RDP shall be equipped and able to provide electricity to parked aircraft.

2. Aircraft in Cargo Operations Areas Use of JFK RDP-Provided Electricity if Available. PA shall ensure that electricity sufficient for aircraft needs is provided to all aircraft parked at Equipped Cargo Operations Areas and that all these aircraft use JFK RDP-provided electricity as power in lieu of engine operation of aircraft or ground/mobile auxiliary power units. Aircraft shall not be required to use electricity provided by PA at an Equipped Cargo Operations Area if that requirement is determined to be Operationally Infeasible and/or Technically Infeasible, either by mutual agreement of the Parties or by the Special Arbitrator. Airline carriers may request an exemption from requirements imposed under this Section X.B for other reasons, and shall obtain an exemption when the Parties mutually agree.

3. Assessment of Electrification of Cargo Operation Areas and Feasibility Evaluation. PA shall conduct an assessment of Cargo Operations Areas for the purpose of evaluating whether electrification of a particular Cargo Operations Area is Operationally Infeasible and/or Technically Infeasible. The assessment shall include, but not be limited to, inventory utilization, operations, technological trends, and capital and maintenance costs. PA shall complete the assessment within one year of the effective date of this Agreement. Findings of the assessment shall be provided to the Coalition Representative within 30 days of completion. If, following review of assessment findings, the Parties determine by mutual agreement, or the Special Arbitrator determines, that providing electricity sufficient for aircraft needs to a particular Cargo Operations Area is Operationally Infeasible and/or Technically Infeasible, then PA shall not be obligated to provide electricity to that particular Cargo Operations Area.

C. Electrification of JFK RDP Hangars. PA shall conduct an assessment of operations at JFK RDP Hangars for the purpose of determining whether electrification of JFK RDP Hangars to provide electricity sufficient for aircraft needs at JFK RDP Hangars is Operationally Infeasible and/or Technically Infeasible. The assessment shall include, but not be limited to, inventory utilization, operations, technological trends, and capital and maintenance costs. PA shall complete the assessment within one year of the effective date of this Agreement. Findings of the assessment shall be provided to the Coalition Representative within 30 days of completion. If, following review of assessment findings, the Parties determine by mutual agreement, or the Special Arbitrator determines, that providing electricity to parked aircraft at a particular JFK RDP Hangar is not Operationally Infeasible and/or Technically Infeasible, then PA shall provide electricity under a schedule to be negotiated between PA and the Coalition Representative.

D. FAA Prohibition. If an FAA Determination, as defined in and pursuant to the procedures set out in the Cooperation Agreement, or any other regulatory authority prohibits PA from taking actions required by Subsections A through C of this Section VII, or threatens to withhold federal funding if PA takes actions required by Subsections A through C of this Section VII, then PA shall set aside \$1.7 million to the air quality fund described in Section VII.

E. Reporting. PA shall report in writing to the Coalition Representative on the progress of electrification of Passenger Gates, Cargo Operations Areas, and JFK RDP Hangars semiannually. Reports shall include, but not be limited to, the number and types of facilities and areas electrified, operational guidelines issued, a summary of exemptions granted, reports of violations of usage requirements, and actions taken by PA to enforce usage requirements.

F. Construction Equipment.

1. Best Available Emissions Control Devices Required. PA shall

require that all diesel equipment used for construction related to the JFK RDP Master Plan be outfitted with the best available emission control devices primarily to reduce diesel emissions of particulate matter (PM), including fine PM, and secondarily, to reduce emissions of NOx. This requirement shall apply to diesel-powered off-road equipment (such as construction machinery), on-road equipment (such as trucks) and stationary diesel engines (such as generators). The emission control devices utilized for the equipment at the JFK RDP Master Plan construction shall be:

(i) Verified or certified for use by CARB for on-road or off-road vehicles or engines; or (ii) verified for use by Division of Air Resources (DAR) for on-road or off-road vehicles or engines. Devices certified or verified for mobile engines may be effective for stationary engines and that technology from DAR/Department of Environmental Conservation (DEC) on-road verification lists may be used in the off-road context.

2. Demonstration Projects. Notwithstanding the verification or certification requirement set forth in Section VII.F.1.F.1, PA may allow diesel equipment used for construction related to the JFK RDP to be outfitted with a new emission control device designated by PA as “Demonstration Project” at an JFK construction site, even if the device has not yet been certified or verified by DEC or DAR for use for on-road or off-road vehicles or engines. JFK, in consultation with the Coalition Representative and PA contractors, shall establish processes to determine if a Demonstration Project using a new emission control technology is warranted, and how the project will be implemented. These devices shall, at minimum, meet all the pollution reduction requirements specified in Section VII.F.3..

3. Emission Reduction Standards. Any emission control device used pursuant to Section VII.F.1 shall achieve emission reduction no less than what could be achieved by a Level 2 diesel emission control strategy for a similar-sized engine as defined by DEC regulations. Under no circumstances shall an emission reduction device or strategy used on the JFK construction site increase the emission of any pollutant above that which is the standard for that engine.

4. Exemptions. Sections VII.F shall not apply to (i) a piece of construction-related diesel equipment for which the operator provides a written finding, based upon appropriate market research and approved by PA, that the best available emission control device for reducing the emission of pollutants as required by Sections VII.F is unavailable for that equipment, in which case the contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for that vehicle; or (ii) a piece of construction-related diesel equipment that is used on JFK construction sites for fewer than 20 calendar days per calendar year. Any and all exemptions under this Section VII.F.4 approved by PA shall be reported in writing to the Coalition Representative as they occur.

5. ULSD and Other Fuels.

a. Ultra-Low Sulfur Diesel (ULSD) and Other Fuel

Requirements. All construction equipment used for construction related to the JFK RDP shall use only Ultra- Low Sulfur Diesel fuel (15 ppm or lower), so long as there are adequate supplies of ULSD in the impact area. If adequate supplies of ULSD are not available in the impact area, then other fuels may be used, provided that the other fuels do not result in a greater emissions of fine PM or nitrogen oxides than that which would be produced by use of ULSD at 15 ppm or lower. Cost of ULSD shall not be a consideration in determining “adequate supplies.”

b. Initial Period. Prior to September 1, 2018 if ULSD is unavailable, then all construction-related diesel equipment may utilize emission control devices that do not require ULSD for only the same period of time that ULSD is unavailable.

6. Operational Requirements. Operational requirements shall be issued and enforced by PA regarding limitations on idling and engine maintenance.

7. Enforcement by PA. PA shall ensure that the requirements of Sections are material terms of all Airport Contracts, lease agreements for portions of PA real property, and licensing or permitting agreements or requirements, such that compliance with Section VII.F is required of all Airport Contractors, Airport Lessees, and Airport Licensees. New, amended, renewed, or extended Airport Contracts, lease agreements, and any relevant JFK RDP licensing or permitting requirements shall include language requiring compliance with Section VII.F by the way of liquidated damages of \$1,000 per day for each violation to be assessed against any entity responsible for the violation. PA shall enforce the findings and determinations of the Independent Third Party Monitor provided for in Section VII.F.8

8. Independent Third Party Monitor. Compliance with requirements of this Section VII.F shall be monitored by an Independent Third Party Monitor. The Independent Third Party Monitor shall have access to any PA property necessary to monitor compliance with this Section VII.F. The Independent Third Party Monitor shall report to PA and the Coalition Representative semiannually. Reports shall include, but not be limited to, devices installed on JFK RDP Master Plan construction-related diesel equipment, summary of exemptions granted, and any reports of violations. Any member of the public may register a complaint with an Independent Third Party Monitor, alleging any entity’s noncompliance with requirements of this Agreement, and the Independent Third Party Monitor shall investigate all complaints and determine where there has been a violation. Records or summaries of complaints to the Independent Third Party Monitor, and actions and determinations of it, shall be made available to the public upon request. PA shall require entities subject to requirements of this Agreement to provide records to the Independent Third Party Monitor sufficient for the Independent Third Party Monitor to determine compliance with requirements of this Agreement.

PA shall not select as an Independent Third Party Monitor any person or entity that has a contractual relationship with any Airport Contractor subject to the requirements of Section VII.F.

9. Reassessments of Emission Control Devices.

a. Annual Reassessments. PA shall designate the best available emission control devices annually or more frequently, in consultation with the Coalition Representative and the Independent Third Party Monitor. PA, in consultation with the Coalition Representative, shall establish processes to revise these designations and incorporate the requirement to use the emission control devices newly designated as best available into construction bid documents to take into account advances in emission control devices prior to bidding of new construction phases of the JFK RDP Master Plan. The process of emission control technology review shall include any new relevant requirements or regulations promulgated by DEC or DAR. Results from the reassessments shall not be applied retroactively.

b. Application of New Requirements. Any new designations of emission control devices as best available shall apply only to projects that start after the devices are verified or certified for use by DEC or DAR, or approved for use as part of a Demonstration Project as described in this Section VII.F.

c. Cost-Effectiveness Threshold. To determine best available emission control devices among new technology that may become available in the future, the new emission control devices utilized for the JFK RDP Master Plan construction shall meet a cost-effectiveness threshold of \$13,600 per ton of NO_x reduced. For the reduction of PM 2.5 and PM 10, any diesel particulate filter, diesel oxidation catalyst, or other technology on DEC's certified or verified lists or on DAR's verified list shall be deemed to be cost-effective. If there is a technology for the reduction of PM 2.5 and PM 10 that is not on the lists whose cost-effectiveness is called into question by an Airport Contractor, then PA shall work, in consultation with the Coalition Representative, to determine whether the technology is cost-effective.

G. Ground Service Equipment (GSE) Diesel Emissions Reduction Incentive Program.

1. GSE Incentive Program. PA shall create a program providing incentives for the reduction of GSE diesel emissions ("GSE Incentive Program"). PA shall expend at least \$500,000 on the GSE Incentive Program. Participation by GSE operators in the GSE Incentive Program shall be voluntary. Funding for the program shall commence in fiscal year 2018

2. Use of Funds. PA shall ensure that funds awarded through the GSE Incentive Program are used only for the purchase of GSE that qualifies as Zero Emission Vehicle (ZEV), the purchase of newer, less-polluting diesel engines to replace older diesel engines, retrofits of diesel engines, and the purchase of fuel cell engines. PA may revise this list of permissible uses of funds based on the results of the 2006 demonstration study and technology review, so long as at all times all permitted technologies meet the requirements set forth in Section VII.G.3.

3. Incentive Program Requirements. PA shall require that awards under the GSE Incentive Program maximize emission reductions for diesel particulate matter, non-methane hydrocarbons, volatile organic gases, and NOx. PA shall ensure that any GSE or GSE engine that has been replaced with funds provided under the GSE Incentive Program is destroyed, preventing any subsequent use. PA shall require that each GSE or GSE engine purchased with funds awarded through the GSE Incentive Program remain On-Site until either

(i) the new GSE or GSE engine is replaced by a less-polluting GSE or a less-polluting GSE engine; or (ii) the termination of this Agreement, whichever comes first.

4. Eligibility. Only GSE Operators shall be eligible for awards under the GSE Incentive Program. PA shall not be eligible for awards under the GSE Incentive Program.

FAA Prohibition. If an FAA Determination, as defined in and pursuant to the procedures set out in the Cooperation Agreement, or any other regulatory authority prohibits PA from taking actions required by this Section VII.G, or threatens to withhold federal funding if PA takes actions required by this Section VII.G, then PA shall set aside \$500,000 to the air quality fund.

H. Ground Service Equipment Inventory.

1. Scope of GSE Inventory. PA shall prepare a study (“GSE Inventory”) detailing all GSE operated On-Site. The GSE Inventory shall include, but not be limited to, an inventory of the number, types, sizes, model year, usage history, and identity of operator for all GSE operated On-Site at the time of the GSE Inventory. The inventory shall be completed within 240 days of the effective date of this Agreement. Within 30 days of the completion of the GSE Inventory, PA shall provide the GSE Inventory to the Coalition Representative.

2. Determination of 1997 GSE Fleet for Nonparticipating GSE Operators. The GSE Inventory shall include a determination of the number and types of On-Site GSE that were operated On-Site in 1997 by each Nonparticipating GSE Operator. For each Nonparticipating GSE Operator that did not operate GSE On-Site in 1997, the GSE Inventory shall include a determination of the number and types of GSE that has been operated On-Site by that Nonparticipating GSE Operator in all subsequent years. If PA determines that it is infeasible to determine the 1997 inventory of a particular Nonparticipating GSE Operator, PA and the Coalition Representative shall confer to reach a mutually acceptable modification of requirements under Sections VII.H and VII.I of this Agreement for that Nonparticipating GSE Operator.

I. Requirements for Emissions Reductions by Nonparticipating GSE Operators. In order to achieve emission reductions from GSE operated at JFK RDP by Nonparticipating GSE Operators, PA shall issue requirements leading to the use of less-polluting GSE by Nonparticipating GSE Operators, as described in this Section VII.I. New, amended, renewed, or extended Airport Contracts, lease agreements, and any relevant JFK

RDP licensing or permitting requirements for Nonparticipating GSE Operators shall include language requiring compliance with requirements of this Section VII.I and allowing assessment of liquidated damages as described in this Section VII.I against any entity responsible for a violation.

1. Coverage. PA shall ensure that all Nonparticipating GSE Operators comply with requirements established pursuant to this Section VII.I. Any GSE Operator bound as a “Participating Airline” shall be exempt from requirements established pursuant to this Section VII.I.

2. Emission Rate Requirement for Nonparticipating GSE Operators.

a. Emission Rate Requirement for Nonparticipating GSE Operators That Operated GSE On-Site. PA shall ensure that Nonparticipating GSE Operators that operated GSE On-Site, have, in the aggregate, an average emission rate no greater than 2.65 grams per brake-horsepower hour for hydrocarbon emissions plus NO_x, by December 31, 2019.

b. Emission Rate Requirement for Nonparticipating GSE Operators That Did Not Operate GSE On-Site. . For any Nonparticipating GSE Operator that did not operate GSE On-Site in 1997, PA shall consult with DEC; the Air Transport Association (“ATA”); the Coalition Representative, and Nonparticipating GSE Operator(s) to set a maximum average emission rate in grams per brake-horsepower hour for hydrocarbon emissions plus NO_x, to be met by December 10, 2019 for that Nonparticipating GSE Operator’s On-Site GSE (“Operator-Specific Maximum Emissions Rate”).

3. Zero Emissions Vehicles (ZEV) Requirement for Nonparticipating GSE Operators.

a. ZEV Requirement for 2013 GSE Fleet. PA shall ensure that by December 31, 2019 Nonparticipating GSE Operators, in the aggregate, have ZEVs represent at least 30% of the 2013 GSE Fleet (“2013GSE Fleet ZEV Requirement”). If the Nonparticipating GSE Operators collectively do not satisfy the 2013GSE Fleet ZEV Requirement, liquidated damages shall be assessed against each Nonparticipating GSE Operator that has not satisfied the 2013 GSE Fleet GSE Requirement.

b. ZEV Requirement for Nonparticipating GSE Operators That Did Not Operate GSE On-Site. For any Nonparticipating GSE Operator that did not operate GSE On-Site. , PA shall consult with DEC; the Air Transport Association (“ATA”, now known as Airlines for America); the Coalition Representative, and the Nonparticipating GSE Operator(s) to set a ZEV requirement, to be met by for that

4. Requirements for New GSE.

ZEV Requirement. PA shall ensure that Nonparticipating GSE Operators, in the aggregate, have ZEVs represent at least 45% of New GSE (“New GSE ZEV Requirement”). This New GSE Requirement shall not apply to the following four categories of GSE: cargo loaders, ground power units, air starts, and cargo tractors. If the Nonparticipating GSE Operators

collectively do not satisfy the New GSE ZEV Requirement, liquidated damages shall be assessed against each Nonparticipating GSE Operator that has not satisfied the New GSE ZEV Requirement.

a. Engine Standards. PA shall ensure that, with the exception of ZEVs, each piece of New GSE operated by Nonparticipating GSE Operators meets on-road and non-road clean diesel and gasoline engine standards applicable to that piece at commencement of operation of that piece.

b. Technology Review. PA shall meet with the Coalition Representative for the purpose of reaching a mutually acceptable agreement on diesel emission reduction strategies for cargo loaders, Ground Power Units, air starts, and cargo tractors operated by Nonparticipating GSE Operators.

5. Particulate Filter and Oxidation Catalyst Requirements. PA shall ensure that Nonparticipating GSE Operators comply with the diesel particulate filter and diesel oxidation catalyst retrofit requirements.

6. Reports. PA shall provide annual reports to the Coalition Representative detailing compliance with requirements described in this Section VII.I.

7. Exemption. Requirements of this Section VII.I shall be suspended during the time as (i) DEC determines in writing that the requirements are not feasible for technological or safety reasons; or (ii) PA and the Coalition mutually agree to a suspension.

8. Trading. PA shall confer with DEC, ATA, Nonparticipating GSE Operators, and the Coalition Representative with a goal of obtaining access for Nonparticipating GSE Operators to the program for trading of equipment and credits. After the conferral, any Nonparticipating GSE Operator that is not permitted to participate in this trading program may submit a written request to PA seeking modifications to the requirements of this Section VII.I. PA and the Coalition shall meet and confer in an attempt to determine mutually agreeable modifications to the requirements of this Section VII.I for that Nonparticipating GSE Operator.

9. Requirements for JFK GSE. PA shall comply with the requirements of this Section VII.I as a Nonparticipating GSE Operator.

J. Emission Reductions From On-Road Trucks, Buses, and Shuttles.

Inventory of On-Road Heavy-Duty Vehicle Traffic and Study of Feasible Mitigation.

a. Heavy-Duty Vehicle Study. PA shall fund a study of on-road Heavy-Duty Vehicle traffic related to JFK RDP operations. This study shall begin no later than one year from the effective date of this Agreement. The study shall be completed within

twelve months of its initiation. An Independent Expert, selected through a Contract Award Process, shall conduct the study. The study shall inventory on-road Heavy-Duty Vehicle activity in both landside and airside operations, including cargo operations; shall seek to determine the types of on-road Heavy-Duty Vehicles operating On-Site, including but not limited to the model year, and the frequency of operations, by individual vehicle; and shall make recommendations regarding emissions reduction measures. The study shall assess the need for and feasibility of mitigation measures, including but not limited to:

- An incentive program to replace, repower, or retrofit existing on-road Heavy-Duty Vehicles that service or make deliveries to and from JFK RDP;
- Establishment of a centralized delivery system, employing Alternative-Fuel Vehicles or Least-Polluting Available Vehicles, to reduce trips of delivery trucks and vehicles on JFK RDP airside roadways; and
- Contractual requirements with Airport Contractors regarding emissions reductions from vehicle and on-road Heavy-Duty Vehicle and on-road Medium-Duty Vehicle operations on airport.

The study shall assess any other potentially valuable emissions reductions measures. Within 15 days of the completion of the inventory and study, PA shall provide the final study to the Coalition Representative and the public.

b. Recommendations for Further Action. Any recommendations for mitigation measures found to be feasible by the study shall be reviewed by PA and the Coalition Representative. With consideration of input from the Coalition Representative, PA staff shall forward a recommendation to adopt feasible mitigation measures to the PA for consideration. At a public meeting, after considering of the staff recommendation, any Coalition Representative recommendations, and other public comment, the PA shall approve the proposal; deny the proposal, or request further detail from PA staff and/or the Coalition Representative. If the PA denies the proposal, it shall adopt specific written findings regarding the reason for the denial.

2. Conversion of Trucks, Shuttles, Passengers Vans and Buses to Alternative Fuel.

a. Covered Vehicles. Requirements established under this Section VII.J.2 shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses, that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to JFK RDP (“Covered Vehicles”). Diesel equipment for construction related to the JFK RDP Master Plan that is subject to Section VII.F of this Agreement shall be exempt from requirements established pursuant to this Section VII.J.2.

b. Conversion Schedule. PA shall ensure that by five years from the effective date of this Agreement, 50 percent of the Covered Vehicles operated by any Airport Contractor, Airport Lessee, and Airport Licensee (collectively “Operators”) are

Alternative-Fuel Vehicles or Optional Low NOx Standard Vehicles. PA shall ensure that by ten years from the date of execution of this Agreement, 100 percent of the Covered Vehicles operated by each Operator are Alternative-Fuel Vehicles or Optional Low NOx Standard Vehicles.

c. Least-Polluting Available Vehicles. In cases where Operators cannot comply with requirements established pursuant to Section VII.J.2.b because neither Alternative-Fuel Vehicles or Optional Low NOx Standard Vehicles are commercially available for performance of particular tasks, PA shall instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor shall determine on an annual basis whether Alternative-Fuel Vehicles or Optional Low NOx Standard Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles or Optional Low NOx Standard Vehicles are not commercially available for performance of a particular task, shall identify the Least Polluting Available Vehicle for performance of that task.

d. Exemptions. Construction-related diesel equipment used on JFK RDP Master Plan construction sites on fewer than 20 calendar days per calendar year shall be exempt from the requirements of this Section VII.J.2.

e. Written Reports. PA shall make annual written reports on PA and Operator compliance with requirements of this Section VII.J.2 to the Coalition Representative and to PA. The reports shall include, but not be limited to, (i) a list for each Operator of the number, type, and model year of all vehicles in use, and (ii) the total number of Alternative-Fuel Vehicles, Optional Low NOx Standard Vehicles, Least-Polluting Available Vehicles, retrofitted vehicles, and other vehicles operated by Operators.

K. Particulate Matter (PM 2.5).

1. Assessment of PM 2.5. PA shall assess and mitigate impacts of PM 2.5 in compliance with all applicable provisions of state and federal law. PA's obligation to mitigate PM 2.5 impacts within the context of the New York State Environmental Quality Review Act (SEQRA or SEQR) may be limited by feasibility, overriding considerations or other requirements articulated in applicable state and federal laws.

2. Determination of PM 2.5 Significance Thresholds. The assessment and mitigation of PM 2.5 impacts shall comply with the requirements for both attainment of PM 2.5 ambient air quality standards and the mitigation of significant project-related and cumulative impacts under SEQRA. The assessment of PM 2.5 impacts shall also comply with the requirements for both attainment of PM 2.5 ambient air quality standards of significant project- related and cumulative impacts as stipulated under the SEQRA .

a. PA Discretionary Responsibility under CEQA. PA, as a lead agency, shall exercise its independent discretionary responsibility to assess and mitigate significant PM 2.5 impacts under SEQRA.. To be considered applicable, the DAR or SEQRA guidance thresholds that will be developed must be subject to review and input by those agencies and groups, including the City of New York, which are reliant on those thresholds.

PA shall then comply with this requirement by either: using guidance thresholds for significant impacts developed by DAR or SEQRA; or independently establishing significance thresholds consistent with the statutory requirements of SEQRA.

b. PA Discretionary Responsibility Under NEPA. PA, in conjunction with FAA, shall exercise its independent discretionary responsibility to assess significant PM 2.5 impacts under NEPA, contingent upon the adoption of thresholds for significant impacts of PM 2.5 by the DAR or applicable federal agency. PA shall then comply with this requirement by either: using guidance thresholds for significant impacts developed by DAR; or independently establishing significance thresholds consistent with the statutory requirements of NEPA.

3. Conferring with Applicable Agencies. PA shall confer with applicable agencies, including the SEQRA, DEC, and the DAR, to assure compliance with state and federal PM 2.5 ambient air quality standards after guidance for measuring and evaluating exceedances has been established. With respect to projects requiring SEQRA analysis, PA shall include the DEC or DAR as a responsible agency in the review process to seek adherence to the threshold standards to be established.

4. PA Project Assessment of PM 2.5. PA shall conduct and complete a SEQRA assessment of PM 2.5 impacts related to the first JFK RDP Master Plan project to be initiated after establishment of applicable thresholds, either by NEPA or as outlined above. This assessment shall be completed in consultation with DAR or DEC as a responsible agency in the SEQRA review process.

L. Rock-Crushing Operations and Construction Material Stockpiles. PA shall locate rock-crushing operations and construction material stockpiles for all construction related to the JFK RDP Master Plan in areas away from JFK RDP-adjacent residents to reduce impacts from emissions of fugitive dust. In any project-related review under SEQRA or NEPA for a project implementing any component of the JFK RDP Master Plan, PA shall identify and analyze all potentially significant environmental impacts associated with rock crushing operations and construction material stockpiles. In implementation of any component of the JFK RDP Master Plan, PA shall adopt and implement mitigation measures to eliminate any significant adverse environmental impacts related to rock crushing or construction material stockpiles and related construction activities.

M. Limits on Diesel Idling. PA shall prohibit diesel-powered vehicles from idling or queuing for more than ten consecutive minutes On-Site, unless DEC adopts a stricter standard, in which case PA shall enforce that standard. Exemptions to this rule may be granted for safety-related and operational reasons, as defined in DEC regulations.

N. Provision of Alternative Fuel. PA shall ensure that its infrastructure for providing fuel to Alternative-Fuel Vehicles is sufficient and available, where not Operationally Infeasible and/or Technically Infeasible, to meet all requests for alternative fuel

from contractors and other users of JFK RDP.

O. Hydrogen Fuel Cell Infrastructure. PA shall support efforts to place a hydrogen fuel cell system for the generation of electricity at or near JFK. This fuel cell system shall meet or exceed DEC 2021 distributed generation certification standards.

P. Cleaner Burning Jet Fuels. PA shall support efforts to encourage the airlines and petroleum industries to embark on a study to promote the use of jet fuels that minimize air pollutant emissions from jet engines.

VIII. GREEN BUILDING PRINCIPLES

To the extent practical and feasible, in accordance with local Building Codes and New York state codes, and subject to limitation or restrictions in accordance with FAA or Transportation Security Administration standards and guidelines, PA shall incorporate Leadership in Energy and Environmental Design (LEED) building standards into the demolition, design, construction and operation of all aspects of the JFK RDP Master Plan. PA shall apply the LEED standards for New Commercial and Major Renovations, Version 2.1, as defined by the U.S. Green Building Council. PA shall abide by all applicable City regulations with respect to energy efficiency, sustainability and green building design.

IX. TRAFFIC

A. Construction Traffic.

Designated Routes. PA shall designate routes for construction equipment, construction-related vehicles, and trucks participating in construction projects related to the JFK RDP to access JFK. These route designations shall ensure that such construction equipment, construction-related vehicles, and trucks do not travel on roadway to be identify. (New, amended, renewed, or extended Airport Contracts any relevant JFK RDP licensing or permitting requirements shall include language requiring compliance with this Section IX.A.1 by way of liquidated damages of \$250 per violation to be assessed against any entity responsible for the violation. PA shall actively monitor compliance with requirements of this Section IX.A, including investigation of reports registered under Section IX.A.1.

a. Community Response Program. PA shall establish a mechanism for members of the public to report instances of non-compliance with designated truck routes. PA shall maintain a record of all individual reports, and shall prepare annual reports, including names of contractors, vehicle, date and time of each reported violation. All records, excluding the reporting individual's name and address, shall be maintained as public records and posted on the PA website.

X. COMMUNITY PREPAREDNESS FOR AIRPORT-RELATED EMERGENCY

PA shall assist in the coordination and dissemination of appropriate information related to emergency preparedness and response of local law enforcement agencies, emergency response groups (e.g., Red Cross, FEMA), and the local communities in the event of an airport-related emergency.

XI. DESIGNATED AIRPORT FUNDS.

Where this Agreement provides that PA shall contribute airport revenues to job training funds or air quality funds, PA will follow the procedures set forth in the Cooperation Agreement regarding “Alternative Job Training and Air Quality Expenditure.”

XII. MISCELLANEOUS.

A. Implementation Meetings. To facilitate implementation of this Agreement, address concerns, and ensure an ongoing dialogue between the Coalition Representative and PA, the Coalition Representative and PA shall have regular Implementation Meetings. During the first twelve months after the effective date of this Agreement, implementation meetings shall be held on a monthly basis. After that time period, implementation meetings shall be held every other month. PA shall ensure that at least one deputy executive director and one other management-level PA staff member attend each implementation meeting. At implementation meetings either the Coalition Representative or PA may raise any issue regarding implementation of this Agreement for discussion. These meetings shall provide an opportunity for the Coalition Representative to voice concerns about PA activities related to this Agreement or the JFK RDP Master Plan.

B. Annual Reports. PA shall prepare annual reports on the implementation of this Agreement and the progress of the JFK RDP Master Plan, and shall forward these reports to the Coalition Representative and post the reports on the PA website for at least a one-month period. These reports shall include a description of all actions PA has taken to implement or comply with the requirements of this Agreement, with detail sufficient for the Coalition Representative to determine compliance with this Agreement. Upon request from the Coalition Representative, PA shall provide any records or information necessary to monitor compliance with the provisions of this agreement. PA shall require all Airport Contractors, Airport Lessees, and Airport Licensees to provide any records or information necessary to monitor compliance with the provisions of this agreement.

C. Contract Award Process. Where a provision of this Agreement refers to a Contract Award Process, that process shall be as described in this Section XVI.C. A Contract Award Process is “initiated” on the date the draft protocols and/or scope of work to be included in the RFP is provided to the Coalition Representative. A Contract Award Process is “completed” on the date the PORT AUTHORITY approves the contract award. When a particular commitment is to be required of the selected contractor, said commitment shall be

set forth in the RFP and as a material term of the contract. Any re-release of an RFP or re-bidding of a contract shall occur as described in this Section XVI.C.

1. Request for Proposals.

a. PA shall consult with the Coalition Representative in preparing the Request for Proposals for the selection of the contractor.

(i) At least 20 days prior to PA staff's initial drafting of the RFP, PA shall meet with the Coalition Representative to elicit input;

(ii) At least 40 days before the RFP is scheduled to be considered by PORT AUTHORITY, PA shall provide the Coalition Representative the draft protocols to be included in the RFP;

(iii) At least 25 days before the RFP is scheduled to be considered by PORT AUTHORITY, the Coalition Representative shall submit in writing any recommendations or comments regarding the draft protocols;

(iv) PA shall respond in writing to any written communication from the Coalition Representative regarding the draft protocols;

(v) JFK shall attach these written communications and responses to the staff report to PORT AUTHORITY regarding the RFP; and

(vi) At least 10 days before the RFP is scheduled to be considered by PORT AUTHORITY, PA shall provide to the Coalition Representative the Board Report regarding the RFP.

b. The RFP shall require that the selected contractor provide written annual progress reports to PA.

2. Contract Award.

a. At least 30 days prior to the public meeting at which PORT AUTHORITY will consider award of the contract, PA staff shall submit its report and recommendation on award of the contract to the Coalition Representative;

b. At least 20 days before the PORT AUTHORITY meeting date, the Coalition Representative will submit to PA staff the Coalition Representative's written recommendations or comments regarding the contract award.

c. PA staff shall provide a copy of the Coalition Representative's recommendations or comments to PORT AUTHORITY; and

d. PORT AUTHORITY shall consider the Coalition

Representative's recommendations or comments in making its decision regarding award of the contract. If PORT AUTHORITY takes action on award of the contract that is contrary to the Coalition Representative's recommendation, PORT AUTHORITY or PORT AUTHORITY's staff shall indicate in writing the reasons PORT AUTHORITY acted differently from the Coalition Representative's recommendation.

D. Special Arbitrator. Where a provision of this Agreement refers to a Special Arbitrator, procedures shall be as described in this Section XVI.D.

1. Referral to Arbitrator. Either the Coalition or PA may request that an arbitrator make a finding on any issue for which a Special Arbitrator is referenced in this Agreement.

2. Arbitration Procedures. Arbitration shall be conducted in New York, California, under the rules of the American Arbitration Association.

3. Limit to Issue Presented. In arbitration proceedings initiated under this Section XVI.D, the arbitrator shall have the power only to make a finding on an issue referred under Section XV.D.1, and shall not have the power to order any relief.

4. Costs. PA shall pay the costs of the arbitrator. Each Party shall bear its own fees and other costs.

E. General JFK Enforcement Responsibility. Where this Agreement requires PA to impose responsibilities on third parties, PA shall (i) ensure that relevant Airport Contracts and JFK RDP licensing or permitting requirements impose those responsibilities and grant PA the power to enforce compliance with those responsibilities against those parties; and (ii) monitor and enforce compliance with those responsibilities. Where this Agreement states that requirements of a section are subject to liquidated damages, PA shall enforce the liquidated damages provisions in cases of noncompliance.