

# Maryland Department of Transportation

MARYLAND AVIATION ADMINISTRATION

LEASE AND/OR CONCESSION CONTRACTS

GENERAL PROVISIONS

BALTIMORE/WASHINGTON INTERNATIONAL

THURGOOD MARSHALL AIRPORT

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ATTACHMENT: BWI Tenant Directive 215.1

**MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND AVIATION ADMINISTRATION  
LEASE AND/OR CONCESSION CONTRACTS**

**GENERAL PROVISIONS**

**ARTICLE I**

**DEFINITIONS**

As used throughout this Contract, the following terms shall have the meanings set forth below:

- A.** "Administration" means the Maryland Aviation Administration of the Maryland Department of Transportation.
- B.** "Administrator" means the Executive Director of the Maryland Aviation Administration.
- C.** "Airport" means Baltimore/Washington International Thurgood Marshall Airport, located in Anne Arundel County, State of Maryland.
- D.** "Cleanup" means actions taken to deal with a release or threat of a release of a Hazardous Material that could affect humans and/or the environment. The term "Cleanup" is sometimes used interchangeably with the terms "remedial action," "removal action," "response action," or "corrective action.
- E.** "Contractor" means the party with whom Administration has executed this Contract, or a third party to whom Administration may approve assignment of this Contract.
- F.** "Environmental Laws" means any federal, state, or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.)

("RCRA"); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.).

- G.** "Governmental Authorities" means the United States, the State where the Leased Premises are located, and any political subdivision thereof, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.
- H.** "Gross Receipts" means the total amount received or realized by or accruing to Contractor from all sales, for cash or credit, of services, materials, or other merchandise made pursuant to the privileges authorized by this Contract rendered at or from the Airport. The amount due Contractor at the time of each transaction, whether for cash or credit, shall be used to determine Gross Receipts and not the amount due at the time of billing or payment, unless otherwise specifically stated in this Contract; provided, however, that any taxes imposed by law which are separately stated and paid by the customer to the Contractor, and which are directly payable to the taxing authority by Contractor, shall be excluded from Gross Receipts.
- I.** "Groundwater" means the supply of fresh water found beneath the Earth's surface, usually in aquifers, which is often used for supplying wells and springs.

**J.** “Hazardous Materials” means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance that are, or that become regulated under, or that are defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include:

“Hazardous Substance(s)” as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste;

“Hazardous Waste” as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

“Materials” as defined as “Hazardous Materials” in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and

“Chemical Substance or Mixture” as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

**K.** "Operating Facilities" means furniture, furnishings, special lighting fixtures, draperies, decorations, decorating, or other special finishing work, signs, appliances, trade fixtures and equipment furnished and installed or used by Contractor in its operations at the Airport.

**L.** “Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

**M.** “Risk Assessment” means the qualitative and quantitative evaluation performed in an effort to define the risk posed to human health and/or the environment by the presence or potential presence and/or use of specific pollutants.

N. "Structural Maintenance" means the maintenance and repair of the building foundations, structural members, exterior walls and roof, and all maintenance and repairs required as a result of defects in such structure.

**Any capitalized term not defined herein shall have the meaning given to it in the Special Provisions of the Contract at Baltimore/Washington International Thurgood Marshall Airport between Contractor and Administration.**

## **ARTICLE II**

### **ACCEPTANCE OF LEASED PREMISES BY CONTRACTOR**

The taking possession of the Leased Premises by Contractor shall be conclusive evidence as against Contractor that said Leased Premises were in good and satisfactory condition when possession was taken.

## **ARTICLE III**

### **ACCOUNTING RECORDS OF CONTRACTOR**

A. In the event this Contract provides for payment of revenue to Administration which is computed in any manner from the gross receipts or volume of business conducted (e.g., number of aircraft landings and/or passengers handled) or the net receipts of Contractor derived from its operations hereunder, Contractor shall maintain appropriate accounting records, in accordance with Generally Accepted Accounting Principles (GAAP), of all its transactions directly or in any way connected with its operations under this Contract. These records shall be kept current during the term of this Contract at a location within the Baltimore-Washington, DC Metropolitan Area, or such other location as may be approved in writing by Administration, and shall be retained at that location, and available upon request to the Administration or its certified public accountant (CPA) for audit or review, for a further period of three (3) years from the date of termination of this Contract, or upon completion of an audit by Administration, or its CPA, whichever is earlier, unless a longer period of time is specifically stated elsewhere in this Contract. Should travel to the Contractor's offices outside the Baltimore-Washington DC Metropolitan Area be required in order for the Administration or its CPA to conduct such a review and/or audit, all reasonable costs incurred by the Administration, including but not limited to airfare, meals, lodging and local transportation shall be paid by the Contractor.

- B.** Contractor shall promptly provide Administration with all reports and information required by this Contract, and the Administration shall have the right at any time during the term of the Contract and for three (3) years thereafter, to have the books and records of Contractor, as well as any proprietary or affiliate concern of Contractor, audited by the Administration's auditors or by a CPA of the Administration's choice; and, in the event that such audit shows Contractor's revenues as reported by Contractor's monthly statement to be more than two percent (2%) in error, detrimental to the Administration, Contractor shall reimburse the Administration for the expense to the Administration for such audit. Any additional percentage rent found due by such audit shall be paid to the Administration within thirty (30) days and shall bear interest at the rate of 1.25% per month from the date it should have been paid. If Contractor has overpaid such rent, then, at Administration's option, Contractor shall deduct such overpayment from the rent next due or shall receive a reimbursement check from the Administration.
- C.** Contractor also must permit Administration, its officers, employees, or representatives to inspect any accounting, bookkeeping, or other source equipment used by Contractor in the development and maintenance of its accounting records.

#### **ARTICLE IV**

##### **ADMINISTRATION'S INSURANCE**

Contractor shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Contract. If Contractor does or permits to be done any act not permitted under this Contract, or fails to do any act required under this Contract, regardless of whether such act shall constitute a breach of this Contract, which act or failure, in and of itself, causes an increase in Administration's insurance premiums, Contractor shall immediately remedy such actions and pay the increase in premiums, plus a twenty-five percent (25%) administrative fee, upon prior written notice from Administration to do so.

#### **ARTICLE V**

##### **ADMINISTRATION'S RIGHT OF ENTRY AND ALTERATIONS**

Upon reasonable notice except in the event of an emergency or suspected emergency, Administration and its agents shall have the right, with as little interruption to Contractor's



operations as is reasonably practicable, to enter upon and to inspect the structural and interior conditions of the Leased Premises and to make such repairs, alterations, or improvements as Administration may deem necessary or proper, and during any such inspection, repairs, alterations or improvements, Administration may close entrances, doors, corridors, or other facilities, all without any liability to Administration for inconvenience, interference, or annoyance. Such repairs, alterations, or improvements shall be made in coordination with Contractor to the best extent possible. Contractor retains the right at all times to accompany the Administration and its agents upon such entrance and inspection except in the event of an emergency or suspected emergency.

## **ARTICLE VI**

### **AIR CONDITIONING, HEATING, AND UTILITIES**

- A.** Contractor shall arrange and pay for all public utilities used by it during the term of the Contract, except for those utilities specified in this Contract to be provided by Administration.
- B.** Administration reserves the right to temporarily interrupt the heating, air conditioning, plumbing, and electric services, when necessary to make repairs, alterations, replacements, or improvements in said systems. Administration shall have no responsibility or liability for failure to supply heat, air conditioning, plumbing, and electric services during any such period, or when prevented from so doing by laws, orders, or regulations of any federal, State, or County authority, or as a result of strikes, accidents, or by any other cause whatsoever beyond Administration's control.

## **ARTICLE VII**

### **AIRCRAFT NOISE OVERFLIGHT AND OPERATIONS**

Contractor recognizes that the Leased Premises are located on an active Airport; and, as such, are subject to aircraft noise, vibration, exhaust, and overflight associated with the operation of the Airport. Contractor acknowledges that it has familiarized itself with the overflight, noise, vibration, and exhaust characteristics of the Leased Premises and acknowledges that such overflight, noise, vibration, and exhaust may change during the term of this Contract. Contractor on behalf of itself, its agents, employees, contractors, subcontractors and their employees hereby releases the Administration, the State of Maryland, the Maryland Department of Transportation, the Maryland Transportation Authority, the Federal Aviation Administration, the other airlines

operating at the Airport, and their respective directors, officers, employees, commission members, board members, and agents, from any and all claims, demands, suits or causes of action for damages or injunctive relief arising out of, or in any way associated with aircraft noise, vibration, and exhaust at, or aircraft overflight of the Leased Premises, it being understood that this release was a material inducement of the Administration's decision to enter into this Contract.

## **ARTICLE VIII**

### **AIRPORT RULES AND REGULATIONS**

While exercising the privileges granted hereunder, Contractor shall obey all rules, regulations, and directives adopted by Administration. Failure of Contractor, or anyone under its control, to observe such rules, regulations, or directives shall, at the option of Administration, in addition to any other penalty provided by law, be cause for termination of this Contract.

## **ARTICLE IX**

### **APPLICABLE LAW**

This Contract shall be construed in accordance with the Constitution and laws of the State of Maryland.

## **ARTICLE X**

### **APPROVAL OF PRICES FOR GOODS AND SERVICES**

(This Article applies to Concession Contracts only.)

All charges, fees, or prices established by Contractor for goods and services sold hereunder shall be reasonable and shall be monitored by Administration. Reasonableness of charges, fees, or prices shall be determined by comparison with those charges, fees, or prices currently charged for the same types of goods or services sold at comparable airports. Said charges, fees, or prices may not be increased without the prior written approval of Administration.

## **ARTICLE XI**

### **ARTICLE HEADINGS**

The Article headings in this Contract are inserted only as a matter of convenience and reference and shall in no case define, limit, or describe the scope or intent of any provision of this Contract.

**ARTICLE XII**

**ASSIGNMENT AND SUBLEASE**

Contractor shall not assign, sublet, sell, convey, transfer, mortgage, or pledge this Contract, any part thereof, or any improvements constructed on the Leased Premises without prior written consent of the Administration. Without such consent, the Contractor may assign its interest herein to a subsidiary of the Contractor or an entity of which it is a subsidiary, provided that, the original Contractor shall be jointly and severally liable for performance of the terms of this Contract. Any restrictions which form a part of a consent granted hereunder shall be incorporated into a written instrument and shall form a part of this Contract.

**ARTICLE XIII**

**ASSIGNMENT OF RENTS**

All or any portion of the payments due from Contractor under this Contract shall be paid by Contractor to any party designated by the Administration in writing with reasonable notice and instructions as to payment.

**ARTICLE XIV**

**CAPACITY TO EXECUTE**

The individuals executing this Contract personally warrant that they have full authority to execute this Contract on behalf of the entity for whom they are acting.

**ARTICLE XV**

**COMPLIANCE WITH ENVIRONMENTAL LAWS**

The Administration is committed to providing environmental stewardship. Contractor shall be responsible for complying with all Environmental Laws issued by Governmental Authorities that are applicable to its activities and operations.

**A. Compliance With Governmental Authorities' Environmental Laws**

1. Contractor shall not cause or permit the presence, use, discharge, disposal, storage, release, or threatened release of any Hazardous Material, pollutants or contaminants on or at the Airport except in compliance with applicable Environmental Laws and in quantities necessary to its operations. Contractor shall not do anything affecting the Airport that is in violation of any applicable Environmental Law; nor shall Contractor allow its sublessees, agents, employees, contractors, or invitees to do anything in violation of any applicable

Environmental Law.

2. The Administration's designated representative will have access to the Leased Premises (with reasonable notice and without interfering with operations) to inspect the same to assess whether the Contractor is using the Leased Premises in accordance with applicable Environmental Laws.
3. At the discretion of the Administration's designated representative and based upon reasonable belief that Contractor has caused an environmental violation at the Airport and upon request by the Administration's designated representative, Contractor will conduct such testing and analysis as necessary to ascertain whether Contractor is operating in compliance with applicable Environmental Laws. Any such tests will be conducted by qualified independent experts chosen by the Contractor. Copies of such testing and analytical results from any such testing will be provided to the Administration's designated representative.
4. Contractor and the Administration's designated representative, shall promptly provide to each other notification of any spills or leaks of Hazardous Material and written notice of any investigation, and copies of all notices, reports (except for all reports subject to attorney-client privilege), claims, demands or actions arising out of the release or threatened release of Hazardous Material or special wastes to the environment in violation of Environmental Laws, caused or permitted by the Contractor and affecting the Airport, of which Contractor or the Administration has knowledge.

**B. Contamination of Airport**

1. If the Contractor learns, or is notified by any Governmental Authority, that any removal or other remediation of any Hazardous Material contamination caused or permitted by the Contractor and affecting the Airport is necessary, the Contractor shall promptly take all necessary remedial actions in accordance with applicable Environmental Law, at the Contractor's sole cost.
2. If the presence of any Hazardous Material on, under, or about the Airport caused or permitted by the Contractor results in any contamination of the Airport in violation of Environmental Law, the Contractor, at its sole cost and expense, will use its best efforts to return the Airport to the condition existing prior to the

introduction of any Hazardous Material to the Airport. The Contractor will take all steps to remedy and remove any such Hazardous Material and any other environmental contamination caused by the Contractor, its sublessees, agents, employees, contractors or invitees as is presently or subsequently discovered on or under the Airport as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Airport into compliance with all applicable Environmental Laws. Such procedures are subject to prior approval of the Administration's designated representative, which approval will not be unreasonably withheld. Contractor will submit to Administration's designated representative a written plan for completing all remediation work. The Administration's designated representative retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice. Such actions of remediation by the Contractor shall be conducted in such manner that they will not potentially have any material adverse long-term effect on the Leased Premises or other property at the Airport in the sole judgment of the Administration's designated representative.

**C. Compliance With All Government Authorities**

1. The Contractor will promptly make all submissions to, provide all information to, and comply with all requirements of all appropriate Governmental Authorities under all applicable Environmental Laws.
2. Should any Governmental Authority determine that a site plan characterization, site assessment, and/or Cleanup should be undertaken by Contractor because of any spills or discharges of Hazardous Material at the Airport caused or permitted by Contractor that occur during the term of this Contract, then Contractor shall (at its own expense) prepare and submit required plans and financial assurances, and carry out the approved plans. At no cost or expense to the Administration, the Contractor will promptly provide information requested by the Administration's designated representative to determine the applicability of the Environmental Laws to the Airport, to respond to any governmental investigation or to respond to any claim of liability by third parties that is related to environmental contamination caused or permitted by Contractor.

3. Contractor's obligations and liabilities under this provision will continue so long as Contractor bears any responsibility under applicable Environmental Laws for any action that occurred at the Airport during the term of this Contract.
4. Contractor shall be liable to and indemnify the Administration, without limitation, for costs incurred in connection with any investigation of site conditions or any cleanup required by applicable law, and in connection with any remedial, removal, or restoration work required by any Governmental Authority having jurisdiction because of Hazardous Material located on the Airport or present in the soil or groundwater on, under or about the Airport as a result of Contractor's actions or inactions.
5. The parties agree that the Administration's right to enforce Contractor's promise to indemnify is not an adequate remedy for Contractor's violation of any provision of this Contract. In addition to any other rights, the Administration will also have the right to terminate this Contract for violation of Environmental Laws.

**D. Specific Provisions Associated With Joint and Several Liability Relating to Clean Water Act (33 U.S.C. §§ 1251 et seq.) and/or Oil Pollution Act (33 U.S.C. §§ 2701 et seq.) Compliance**

1. The Administration maintains a single National Pollutant Discharge Elimination System (NPDES) permit (93-DP-2546) (hereinafter "NPDES Stormwater Permit") (or subsequently issued permit) that regulates: (a) discharges of "stormwater associated with industrial activity" as defined at 40 CFR § 122.26(b)(14), which includes but is not limited to, aircraft fueling, aircraft and vehicle maintenance, aircraft and vehicle washing, and aircraft or pavement deicing; and (b) discharges, as necessary and appropriate, from "large," "medium," or "small" municipal separate storm sewer systems as defined by 40 CFR §§ 122.26(b)(4), (7), and (16) (respectively).<sup>1</sup>
2. In lieu of requiring Contractor to become a "co-permittee" to the Administration's NPDES stormwater permit, the Contractor shall comply with Tenant Directive 215.1 Aircraft Deicing Procedures at Baltimore/Washington International

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<sup>1</sup> The Administration also obtains separate NPDES permits for "stormwater discharge associated with construction activity" as defined by 40 CFR § 122.26(b)(14)(x) and(b)(15), but those separate permits are assigned to the appropriate Contractor in addition to the conditions contained herein.

Thurgood Marshall Airport (current version attached), any other applicable or subsequently developed Tenant Directive relating to discharges into the Administration's stormwater system, and generally prevent contaminating the Administration's stormwater system with Hazardous Materials or other pollutants as required by the NPDES Stormwater Permit, Oil Pollution Act, and Environmental Laws.

3. Tenant Directive 215.1 Aircraft Deicing Procedures at Baltimore/Washington International Thurgood Marshall Airport, or any subsequent version of that directive, is incorporated herein by reference. In addition:
  - a. The Contractor shall not use urea to deice pavement in the Airfield. The Contractor will provide the Administration's Environmental Compliance Division with a written report that provides the type of chemical, date, location and quantity of material applied as aircraft or pavement deicer. This report shall be completed weekly during the deicing season.
  - b. The Administration will report violations of Tenant Directive 215.1 to the Maryland Department of the Environment as the Administration determines is appropriate and necessary, and shall provide concurrent copies of any such reports to Contractor.
  - c. The Contractor shall report all spills or releases from fueling and related activities to the Maryland Department of the Environment as required by Environmental Laws within the time periods allowed by those laws, and shall provide concurrent copies of such reports to the Administration's Environmental Compliance Division. The Contractor is responsible for the containment and cleanup of spills, and disposal of related wastes, as required by Environmental Laws.
  - d. The Contractor must provide the Administration's Environmental Compliance Division with copies of all correspondence between Contractor and Governmental Authorities relating to any compliance with Environmental Laws relating to its activities at the Airport.
  - e. The Contractor must report all significant lavatory-related spills to the Administration's Environmental Compliance Division. The Contractor is

- responsible for the cleanup and disposal of all lavatory spills and related wastes caused by the Contractor, its sublessees, agents, employees, contractors or invitees.
- f. The Administration reserves the right to require Contractor to remove vehicles that leak pollutants or Hazardous Materials from service. Upon detection and/or notice, the Contractor shall immediately place drip pans under leaking vehicles, promptly clean up all leaks and spills, and properly dispose of all material used to clean up spills.
  - g. The Contractor shall allow the Administration's designated representative and any Administration-designated pollution prevention team, which may include other tenant or contractor representatives, access to its vehicle maintenance facilities with reasonable prior notice and during regular business hours (except in cases of emergency).
  - h. Wastewater associated with vehicle cleaning or washing may not be covered by Administration's NPDES stormwater permit, and therefore such activities are restricted to the tenant wash rack, unless the Administration or designated representative provides prior approval.
4. The Contractor shall comply with all Environmental Laws and Governmental Authorities relating to ownership or operations associated with underground storage tanks.
- a. If the Contractor owns or operates above-ground storage tanks at the Airport, it shall comply with Environmental Laws and other standards including, but not limited to, pertinent and applicable provisions of National Fire Protection Association Standards 30 and 407, and of Federal Aviation Administration Advisory Circular No. 150/5230-4A.
  - b. Contractor shall defend, indemnify and hold harmless the Administration for payment of any fines or penalties levied against the Administration for alleged violations of any Environmental Laws, including those arising from actions or inactions of Contractor (relating to ownership and/or operation of underground or above-ground storage tanks). Administration may assess a twenty-five percent (25%) administrative fee, for any



cleanup or remediation incurred by the Administration related thereto, if Contractor does not perform the necessary Environmental Laws-related cleanup or remediation in a timely manner.

**E. Termination of Contract/Vacating of Leased Premises**

1. Contractor shall notify Administration's designated representative when this Contract expires and when the Leased Premises will be available for an inspection. Contractor shall immediately remove all Hazardous Materials from the Leased Premises at the termination of this Contract, unless otherwise approved in writing by the Administration.
2. Contractor shall be responsible for any remediation or cleanup of any contamination caused by Contractor. The Administration and/or Governmental Authority shall determine when the Leased Premises have been appropriately remediated by Contractor. Contractor shall not be released from its responsibilities under this Contract until the Administration has assessed the conditions of all property leased by the Contractor under this Contract, and subsequently released in writing the Contractor from any responsibilities related to any contamination cleanup.

**ARTICLE XVI**

**COMPLIANCE WITH RULE 15c2-12 of the SECURITIES EXCHANGE ACT**

If at any time when tax exempt debt, as defined in Article XX of these General Provisions, is outstanding and Contractor is not complying with the annual reporting requirements under the Security Exchange Act of 1934, as amended ("the Securities Exchange Act"), Contractor will provide to Administration, upon the Administration's written request, such information with respect to Contractor as is reasonably necessary in order to comply with Rule 15c2-12 under the Securities Exchange Act.

**ARTICLE XVII**

**COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

Contractor, at its expense, shall comply with all applicable provisions of the Americans with Disabilities Act and shall not on the grounds of race, sex, age, color, creed, national origin, marital status, sexual orientation, gender identity or disability discriminate or permit discrimination against any persons or group of persons in any manner. This Contract is subject

to the provisions of Nondiscrimination on the basis of Disability in State and Local Government Services, 28 C.F.R. § 35.130 (2016).

### **ARTICLE XVIII**

#### **CONTRACTS WITH THE UNITED STATES GOVERNMENT**

This Contract shall be subordinate to the provisions of any existing or future contracts between Administration and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Administration for Airport purposes, or to the expenditure of federal funds for the development of the Airport, in accordance with any applicable federal law.

### **ARTICLE XIX**

#### **COPARTNERSHIP**

Nothing in this Contract shall be construed as in any way creating or establishing the relationship of copartners between Administration and Contractor, or creating or establishing the relationship of a joint venture between the parties hereto.

### **ARTICLE XX**

#### **ELECTION NOT TO TAKE TAX DEPRECIATION OR INVESTMENT CREDIT**

- A.** Neither Contractor, nor any successor in interest to Contractor, may claim tax depreciation or an investment credit with respect to any property used or leased under this Contract and financed with obligations the interest on which is exempt from federal income tax (“tax-exempt debt”). A statement to this effect shall be included in any recorded document in respect of this Contract.
- B.** At or before the time that property financed by tax-exempt debt is used or leased under this Contract, Administration will prepare for Contractor, and Contractor shall complete and execute, an election in the form set forth in Article XX.C. of these General Provisions that it will not take tax depreciation or an investment credit with respect to the property. Administration shall send an executed copy of the election to the issuing authority of tax-exempt debt, and Administration, Contractor, and the issuing authority shall each retain copies of the elections in their respective records for the entire term of this Contract. Notwithstanding the Contractor’s failure to execute and deliver the election in the form set forth in Article XX.C. of these General Provisions, the Contractor

shall observe the covenant in Article XX.A. of these General Provisions and hereby elects irrevocably under Section 142(b)(1)(B)(i) of the Internal Revenue Code of 1986 that it will not take tax depreciation or investment credit with respect to any property financed with tax-exempt debt and used or leased under this Contract.

C. The form of election shall be as follows:

**ELECTION UNDER LEASE CONTRACT FOR SPACE AND FACILITIES AT  
BALTIMORE/WASHINGTON INTERNATIONAL THURGOOD MARSHALL  
AIRPORT**

That Contractor will not take Tax Depreciation or Investment Credit

1. Contractor elects irrevocably under section 142(b)(1)(B)(i) of the Internal Revenue Code of 1986 that it will not take tax depreciation or an investment credit with respect to the property financed by the tax-exempt debt identified in Article XX.C.4. below and described generally in the attachment to this election.
2. The issuing authority of tax-exempt debt to which this election pertains is as follows:
  - Name:
  - Address:
  - Tax identification number:
3. Contractor is as follows:
  - Name:
  - Address:
  - Tax identification number:
4. The date and face amount of the issue of tax-exempt debt to which this election pertains are as follows:
  - Date:
  - Face amount:
5. This election is binding on Contractor and on all successors in interest to Contractor.

**ARTICLE XXI**  
**ELECTRONIC DEVICES**

Contractor shall not install or use any electronic or electrical devices which may impair, distort, or otherwise adversely affect any navigational, air traffic, or communications facility used in the conduct of aircraft operations at the Airport.

**ARTICLE XXII**

**EMPLOYEES OF CONTRACTOR**

- A. Contractor shall, if so directed by Administration in writing, require its employees who come in direct contact with the public at the Airport to wear a badge by which they may be known and distinguished as the employee of said Contractor.
- B. Contractor shall require its employees to observe a strict impartiality as to quantities and services and in all circumstances to exercise courtesy and consideration in dealing with the public.
- C. Contractor shall prohibit its agents, servants, and employees from loud, noisy, and persistent announcements of its services on or about the Leased Premises or the Airport.

**ARTICLE XXIII**

**EXTENT OF CONTRACT AND MODIFICATIONS**

This Contract represents the entire and integrated agreement between Administration and Contractor, and supersedes all prior negotiations, representations, or contracts, either written or oral, authorizing the activities conducted hereunder. This Contract may be amended only by written instrument, executed by both Administration and Contractor.

**ARTICLE XXIV**

**FEDERAL GOVERNMENT EMERGENCY CLAUSE**

All provisions of this Contract shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Contract inconsistent with the operations of the Airport by the United States of America.

**ARTICLE XXV**

**FEDERAL, STATE, AND LOCAL LAW**

Contractor, at its own expense, shall comply with all statutes, laws, ordinances, orders, directives, regulations and requirements of the federal, State, and local governments and the Rules and Regulations, Tenant Directives, and Tenant Information Advisories of Administration, which may be applicable to the operation of its business at the Airport. Contractor shall comply with all rules and regulations issued by the Board of Fire Underwriters applicable to Contractor's use of the Leased Premises for the correction, prevention, and abatement of nuisance or violations in, upon, or connected with the Leased Premises during the term of this Contract and

for the prevention of fires. Contractor shall obtain and pay for all licenses and permits necessary for the operation of its business, and pay all taxes, fees, and charges assessed under federal, State, County or local statutes or ordinances insofar as they are applicable to Contractor's business at the Airport.

**ARTICLE XXVI**

**FIRE EXTINGUISHERS**

Contractor, at its expense, is responsible to maintain and keep in good working condition fire extinguishers as supplied by the Administration in the Leased Premises. Additionally, installation of new fire extinguishers and replacement of old fire extinguishers shall be the responsibility of the Contractor within its Leased Premises and shall be subject to the Administration's prior written approval.

**ARTICLE XXVII**

**FORCE MAJEURE**

Neither party shall be deemed to be in default or held responsible on account of any delay or failure to perform its obligations under this Contract which directly results from an Act of God, including, without limitation, earthquakes, tidal waves, weather disturbance, high winds, hailstorms, lightning and other occurrences outside any control of the parties to this Contract.

**ARTICLE XXVIII**

**HOLDING OVER**

In the event Contractor shall hold over and remain in possession of the Leased Premises after the expiration of this Contract without any written renewal thereof, such holding over shall not be considered as a renewal or extension of said Contract but shall create only a tenancy from month to month, at the option of Administration and subject to the terms Administration considers appropriate, and which may be terminated at any time by Administration upon thirty (30) days written notice. Acceptance of rent by Administration during the holdover period does not constitute that the holdover is with the consent of the Administration.

**ARTICLE XXIX**

**INABILITY TO PERFORM**

This Contract and the obligation of Contractor to pay rent and perform all of the other covenants and contracts set forth herein shall in no event be affected, impaired, or excused because Administration is unable to supply, or is delayed in supplying, any service to be supplied

by it under the terms of this Contract or is unable to make, or is delayed in making, any repairs, additions, alterations, or decorations or is unable to supply, or is delayed from so doing by reason of strikes or labor troubles or for any cause beyond the control of Administration, including, but not limited to, governmental preemption in connection with a National Emergency, or by reason of any rule, order, or regulation of any department or subdivision of any government agency, or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

### **ARTICLE XXX**

#### **INCONVENIENCES DURING CONSTRUCTION**

Contractor recognizes that from time to time during the term of this Contract it will be necessary for the Administration to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic, flight activity, and passenger traffic, which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience the Contractor in its operations at the Airport. Contractor agrees that no liability shall attach to the State of Maryland, the Maryland Department of Transportation (MDOT), the Maryland Transportation Authority (MdTA), the Administration, and their officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience and, for and in further consideration of the use of the Leased Premises, the Contractor waives any right to claim damages or other consideration therefor.

### **ARTICLE XXXI**

#### **INDEMNIFICATION**

The Contractor shall assume all risks incident to, or in connection with, its operation under this Contract and shall be solely responsible for all damages or injuries to persons, property, or the environment caused by its operations and shall indemnify, defend, and hold harmless the State of Maryland, the Maryland Department of Transportation, the Administration, and their authorized officers, agents, employees and representatives from and against any and all claims, suits, losses or damages for injuries (including death) to persons or damage (including destruction) to property or the environment, of whatsoever kind or nature, including any claims or fines assessed by the Federal Environmental Protection Agency, or any State of Maryland

agency, arising directly or indirectly from its operations out of or incident to the use and occupancy of facilities at the Airport or resulting from any act or omission of Contractor, its officers, agents, contractors, subcontractors, employees, customers, or assigns in connection with this Contract. Contractor further agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless, the Administration, its authorized officers, agents, employees and representatives (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way connected with or arising out of this Contract and/or arising out of repair or maintenance work hereunder (including but not restricted to attachments, liens and/or levies, and whether or not such claim is meritorious) made, filed and/or asserted by any party other than Contractor against the Administration, its authorized officers, agents, employees, or representatives and/or the Leased Premises or improvements thereon or any part thereof, or against monies owing to the Administration, or against monies owed the Contractor for goods and services of the Contract, except to the extent that a judgment of liability is entered against the Administration, its authorized officers, agents, employees, or representatives. This indemnity shall not apply to claims, suits, losses or damages of whatsoever nature arising out of the negligence or willful misconduct of the Administration, its authorized officers, agents, employees or representatives, which negligence or willful misconduct is the sole and exclusive cause of said loss, injury or damage. Additionally, Contractor agrees that in the event Administration reasonably determines that mutual representation would create an actual or potential conflict of interest or Administration reasonably determines that mutual representation would not adequately protect its interest, then, in such an event, Contractor shall upon demand reimburse the Administration for any reasonable attorneys fees so incurred by Administration hiring outside counsel.

## **ARTICLE XXXII**

### **INGRESS AND EGRESS**

Administration grants to Contractor the right of ingress to and egress from the Airport premises by Contractor, its employees, contractors, suppliers, servicemen, licensees, guests, patrons, and invitees; provided, that such rights of ingress and egress shall at all times be exercised in compliance with any and all regulations promulgated by lawful authority for the care, operation, maintenance, and protection of the Airport and applicable to all users of the Airport; and provided, further, that such rights of ingress and egress shall not be construed to

prohibit Administration from establishing and assessing a fee or charge for the privilege of entry upon the Airport when such fee or charge is levied upon all users of the Airport, nor to prohibit Administration from assessing a fee or charge on Contractor's employees for parking their personal vehicles in the employee parking areas nor on persons conducting a business at the Airport. For purposes of this provision, a person shall be deemed to conduct a business at the Airport if he occupies any space on the Airport, or if he provides any services at the Airport, other than utilities, on a regular or continuing basis.

### **ARTICLE XXXIII**

#### **INSPECTION AND ASSUMPTION OF OPERATION**

- A.** Administration, by its officers, employees, agents, representatives, contractors, and subcontractors, shall have the right, upon reasonable notice except in the event of an emergency or suspected emergency, to inspect the Leased Premises and to observe the performance of Contractor to determine Contractor's compliance with the obligations of this Contract. Contractor retains the right to accompany Administration, its officers, employees, agents, representatives, contractors and subcontractors upon such inspection except in the event of an emergency or suspected emergency. Administration acknowledges and agrees that it will use its best efforts to conduct such entry and inspection with as little interruption to Contractor's operations as is reasonably practicable.
- B.** In the event Contractor shall be prevented from performing its obligations under this Contract by strike, boycott, labor difficulties, or any other reason, Administration shall have the right to assume Contractor's operation at the Airport and retain all monies collected during the period of such operation. Such assumption of Contractor's operation at the Airport by Administration shall not in any manner affect, alter, or diminish any of the obligations of Contractor under this Contract and shall in no event constitute an acceptance, waiver, or surrender by Administration.

### **ARTICLE XXXIV**

#### **INVALID PROVISION**

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect the validity of any other covenant, condition, or provision herein



if the invalidity of any such covenant, condition, or provision does not materially prejudice either Administration or Contractor in their respective rights and obligations contained in the remaining valid covenants, conditions, or provisions of this Contract.

**ARTICLE XXXV**

**MANAGER AND REPRESENTATIVE**

Contractor shall provide to Administration in writing, within ten (10) days after execution of this Contract, the name and telephone number of a company representative, who shall be a qualified and experienced manager or supervisor vested with full power and authority in respect to the method, manner, or conduct of the operation of Contractor's activities at the Airport. Such manager or supervisor shall ordinarily be available during regular business hours, and at all times during the manager's or supervisor's absence, a responsible representative shall be in charge and available to contact regarding Contractor's activities at the Airport.

**ARTICLE XXXVI**

**MASTER PLAN**

Contractor agrees that no liability shall attach to the State of Maryland, the Maryland Department of Transportation, the Maryland Transportation Authority, the Administration, and their officers, agents, employees, contractors, subcontractors and representatives by reason of any efforts or action toward implementation of any present or future master plan for the development or expansion of the Airport or the aviation noise abatement program at the Airport consistent with federal law, and, for and in consideration of the granting of the rights and privileges herein granted, the Contractor waives any right to claim damages or other consideration arising therefrom.

**ARTICLE XXXVII**

**MECHANIC'S LIEN**

Contractor shall not do or suffer anything to be done whereby Contractor's interest in the Leased Premises, or any part thereof, may be encumbered by any mechanic's lien. Contractor shall discharge, by payment or bonding, within thirty (30) days after the date of filing, any mechanic's liens filed against Contractor's interest in the Leased Premises, or any part thereof, purporting to be for labor or material furnished or to be furnished to Contractor. Administration shall not be liable for any labor and materials furnished or to be furnished to Contractor upon

credit, and no mechanic's or other lien for labor or materials shall attach to or affect the reversionary or other estate or interest of Administration in and to the Leased Premises.

### **ARTICLE XXXVIII**

#### **NO WAIVER**

No waiver by Administration of any breach by Contractor of any of the terms, covenants, agreements, or conditions of this Contract shall be deemed to constitute a waiver of any succeeding breach thereof, or a waiver or any breach of any of the other terms, covenants, agreements, and conditions herein contained.

No provision of this Contract shall be deemed to have been waived by Administration, unless such waiver be in writing, signed by Administration.

No employee of Administration or of Administration's agents shall have any authority to accept the keys of the Leased Premises prior to termination of the Contract, and delivery of the keys to any employee of Administration or Administration's agents shall not operate as a termination of the Contract or a surrender of the Leased Premises. The receipt by Administration of rent with knowledge of the breach of any covenant of this Contract shall not be deemed a waiver of such breach. No payment by Contractor or receipt by Administration of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter or other instrument accompanying any check or payment as rent be deemed an accord and satisfaction, and Administration may accept such check or payment without prejudice to Administration's right to recover the balance of such rent or pursue any other remedy provided in this Contract. The failure of Administration to enforce any of the Administration's Directives, Rules, or Regulations made a part of this Contract, or hereafter adopted, against Contractor or any other tenant at the Airport, shall not be deemed a waiver of any such Administration's Directives, Rules, or Regulations.

### **ARTICLE XXXIX**

#### **NON-HIRING OF OFFICIALS AND EMPLOYEES**

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State

become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **ARTICLE XL**

### **NONDISCRIMINATION PROVISION**

- A.** If applicable, Contractor shall comply with the requirements of the Code of Maryland Regulations (COMAR) 21.07.01.08 State Procurement Regulations and Section 5-408 Transportation Article, Annotated Code of Maryland, any amendments thereto, and all State or federal laws, regulations, and Executive Orders barring discrimination. Further, in accordance with these requirements, Contractor shall not discriminate in any manner against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- B.** Administration assures implementation of the U.S. Department of Transportation (DOT), Code of Federal Regulations, Title 49 Part 23 - Participation by Disadvantaged Business Enterprises in airport concessions. In accordance with the aforementioned, Administration ensures that disadvantaged business enterprises will have the opportunity to compete for and perform in all aspects of contracting, to the maximum extent practicable.
- C.** Contractor understands, acknowledges, and agrees that Administration has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination which have been required by Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation. As a condition precedent to the Government making grants in aid to Administration for certain Airport programs and activities, Administration is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than Administration operates or has the right to operate any

facility of the Airport providing services to the public the following covenant, to which Contractor agrees:

Contractor, in its operation at and use of Baltimore/Washington International Thurgood Marshall Airport, covenants that it will not on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21; and in the event of such discrimination, Contractor agrees that Administration has the right to take such action against Contractor as the Government may direct to enforce this covenant.

- D.** Contractor is required to keep records as are necessary to determine compliance with equal opportunity obligations. The records kept shall be designated to indicate the progress and efforts being made in securing the services of minority/female subcontractors and/or employees. All such records will be retained for a period of three (3) years following completion of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Administration.

#### **ARTICLE XLI**

#### **NOTICES TO CONTRACTOR AND ADMINISTRATION**

All notices, demands, and requests by Administration to Contractor shall be sent by certified mail, return receipt requested, to Contractor at the Leased Premises or at such other address designated by written notice from Contractor to Administration. All notices hereunder required to be given to Administration shall be sent by certified mail, return receipt requested, to:

Director, Office of Commercial Management  
Maryland Aviation Administration  
Maryland Department of Transportation  
Post Office Box 8766  
BWI Airport MD 21240

Either party may designate in writing any changes in address or addresses of substitute or additional persons to receive such notices. The effective date of service of any such notice shall be the date such notice was mailed.

**ARTICLE XLII**

**OPERATING FACILITIES**

- A. Contractor shall, at its own expense, provide, install, and maintain all Operating Facilities required for the proper and adequate provision of the services authorized herein, and the furnishing of supplies and materials specified in this Contract.
- B. All such Operating Facilities shall be subject to approval of Administration for conformity with safety standards and other criteria or regulations established for the Airport and for compatibility of design, quality, condition, or color arrangement with the architectural and general character of the Airport. In addition, equipment installations must be made to conform to applicable State and federal building, plumbing, electrical, or other codes or ordinances.

**ARTICLE XLIII**

**PAYMENT IN LIEU OF TAXES**

- A. In the event that a payment in lieu of taxes is required by Anne Arundel County, Maryland, Contractor shall make said payment to Anne Arundel County in each year during the term of this Contract. The payment in lieu of taxes shall be an amount equal to fifty percent (50%) of the assessed valuation of the structures or other improvements to the Leased Premises as determined from time to time by the State Department of Assessments and Taxation or the Supervisor of Assessments for Anne Arundel County, whichever is applicable, multiplied by the rate for ad valorem taxation of real property situated within the County but outside the City of Annapolis as established annually by the Anne Arundel County Council. The payment in lieu of taxes for each Fiscal Year shall be remitted directly to the County not later than the date upon which real property taxes for that Fiscal Year become overdue and in arrears in accordance with the provisions of Tax/Property Article, Section 7-211 and 7-501, Annotated Code of Maryland. Any payment not remitted by such date shall bear the same rate of interest as applies to overdue real property taxes until paid.
- B. Contractor shall provide written notification to Administration of the payment in lieu of taxes to the County within ten (10) days after said payment is made.

**ARTICLE XLIV**

**POWERS OF ADMINISTRATION**

It is understood and agreed that Administration can exercise only those powers granted it by law. In the event that Administration is prevented or delayed in the execution of any of its obligations hereunder because of legal proceedings, Administration shall not be liable for any losses, damages, or costs caused to or suffered by Contractor on account of such prevention or delay.

**ARTICLE XLV**

**PUBLIC ADDRESS SYSTEM, MUFIDS AND BIDS**

Contractor agrees that its use of Administration's Public Address System, Multi-User Flight Information Display System (MUFIDS) and Baggage Information Display System (BIDS) will be in accordance with the Administration's Rules and Regulations, Tenant Directives and Tenant Information Advisories.

**ARTICLE XLVI**

**QUIET ENJOYMENT**

Administration agrees that upon payment of rentals and fees and upon performance of the covenants and contracts on the part of Contractor to be performed hereunder, Contractor shall peaceably have and enjoy the Leased Premises and all the rights and privileges granted herein.

**ARTICLE XLVII**

**REFERENCES TO CONTRACTOR**

All references to Contractor in this Contract shall mean, in addition to Contractor, Contractor's successors and assigns, and Contractor's employees, servants, agents, invitees, customers, licensees, contractors, subcontractors, lessees, and concessionaires, while acting in such capacity.

**ARTICLE XLVIII**

**REIMBURSEMENT OF CIVIL PENALTY**

In the event that the Administration shall be subject to any fine or penalty by reason of any violation at the Airport of any governmental (including but not limited to Transportation Security Administration or Federal Aviation Administration) rules, regulations or standards as they now exist or may hereafter be promulgated or enacted, the Administration may conduct an investigation and make a determination as to the identity of the party responsible for the

violation. If it is determined by the Administration that the Contractor is responsible for all or part of the fine or penalty, the Contractor shall pay said amount of the fine or penalty, plus a 20% administrative fee to be paid to the Administration, provided that the Administration notifies the Contractor of its determination of responsibility within five (5) days of the determination. The Administration and the Contractor shall each have the right to contest the validity or amount of such fine or penalty before the governmental entity seeking to impose such fine or penalty. In addition, upon request of the Administration, the Contractor shall provide all information, of which Contractor is aware, to the Administration concerning the incident(s) resulting in the violation, and shall otherwise participate in any reasonable manner in the Administration's response and/or appeal to the governmental entity seeking to impose the fine or penalty.

## **ARTICLE XLIX**

### **SIGNS**

No signs, advertisements, or notices shall be inscribed, painted, affixed, or displayed in, on, upon, or behind any part of the Leased Premises, except as may be required by law or agreed upon by the parties in writing. All signs, advertisements, or notices permitted herein shall be only of such color, size, style, place, and materials as approved by Administration in writing.

## **ARTICLE L**

### **SUCCESSORS AND ASSIGNS**

All of the terms, covenants, and contracts herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

## **ARTICLE LI**

### **SURRENDER OF OCCUPANCY**

If this Contract provides for occupancy of an area within structures owned by Administration, all Operating Facilities installed therein by and owned by Contractor shall remain the property of Contractor, subject, however, to the following:

- A.** As of the date this Contract expires or is terminated, in whole or in part, as provided for elsewhere in this Contract, Contractor shall vacate such area and assure that it is in good repair in all respects, ordinary wear and tear excepted.
- B.** Contractor shall have the right at any time during the term of this Contract to remove any Operating Facilities it may erect or install or use in such area, subject, however, to any valid lien which Administration may have thereon for unpaid charges and fees; and

provided that, upon removal of any such Operating Facilities, Contractor shall restore the area to a condition satisfactory to Administration.

- C. Contractor shall be deemed to have abandoned to Administration any Operating Facilities and other property which it has failed to remove from such area within fifteen (15) calendar days after the expiration or termination of this Contract, unless Administration shall grant additional time for this purpose in writing; provided, however, that Administration shall, at its option, have the right to remove same and restore the Leased Premises to a satisfactory condition and hold Contractor liable for all costs incident thereto. In the event it is necessary for Administration to remove such Operating Facilities or equipment, Administration shall not sustain or be charged with any liability by reason of the removal or custodial care of same.

#### **ARTICLE LII**

#### **TAXES AND ASSESSMENTS**

Contractor shall bear all taxes and assessments including, but not limited to, income related taxes, sales taxes, use taxes, real estate taxes, payments in lieu of taxes and property taxes which may become due and payable on its operations, on equipment, and/or improvements, if any, constructed by the Contractor. Contractor shall make such payment whether any of the foregoing are created, assessed or imposed under or by virtue of any present or future law, statute, charter, ordinance, regulation or other requirement of any governmental authority, federal, State, county, city, municipal or otherwise.

#### **ARTICLE LIII**

#### **VENDING AND OTHER COMMERCIAL SERVICES**

No coin-operated amusement or vending machine, public telephone, commercial advertising display, food, beverage or merchandise facilities or other commercial services shall be installed or provided in the Leased Premises, unless specifically stated otherwise in this Contract, without prior written permission from Administration.

#### **ARTICLE LIV**

#### **WAIVER OF JURY TRIAL**

Contractor and Administration hereby mutually waive any rights they may have to jury trial of any issue with regard to the rights stated in this Contract.





# TENANT DIRECTIVE

**BWI:** 215.1  
**DATE:** October 7, 2019  
**DISTRIBUTION:** D

**TITLE: AIRCRAFT DEICING PROCEDURES AT BALTIMORE/WASHINGTON INTERNATIONAL THURGOOD MARSHALL AIRPORT**

## **I. REFERENCES**

- A. Code of Federal Regulations 14 CFR Part 121
- B. Code of Federal Regulations 14 CFR Part 135
- C. Federal Aviation Administration Advisory Circular 20-117, Hazards Following Ground Deicing and Ground Operations in Conditions Conducive to Aircraft Icing
- D. Federal Aviation Administration Advisory Circular 120-60B, Ground Deicing and Anti-Icing Program
- E. Federal Aviation Administration Advisory Circular 135-16, Ground Deicing and Anti-Icing Training and Checking
- F. Federal Aviation Administration Advisory Circular 150/5300-14C, Design of Aircraft Deicing Facilities
- G. Baltimore/Washington International Thurgood Marshall Airport National Pollutant Discharge Elimination System Permit 93-DP-2546
- H. This Directive supersedes Tenant Directive 215.1, dated March 20, 2019.

     Denotes revisions

## **II. DIRECTIVE STATEMENT**

- A. This Directive establishes procedures and restrictions for the defrosting/deicing of aircraft at Baltimore/Washington International Thurgood Marshall (BWI Marshall) Airport.
- B. This Directive specifies where aircraft deicing can be accomplished at BWI Marshall Airport in order to maximize the recovery of deicing fluids.
- C. This Directive is applicable to all air carriers and ground support operators responsible for the deicing of aircraft at BWI Marshall Airport.
- D. This Directive establishes procedures for reporting the use of aircraft deicing fluid at BWI Marshall Airport in order to comply with condition I.H.2 of the Airport's National Pollutant Discharge Elimination System (NPDES) Permit.

## **III. DEFINITIONS**

- A. **Air Carriers** - An air carrier, for the purpose of this Directive, is a cargo, commercial, corporate, commuter, or general aviation aircraft.
- B. **Aircraft Defrosting** - The removal of the accumulation of clear ice/frost on the critical components of the aircraft including, but not limited to, the windshield, control surfaces, and inlet ducts, such that Federal Aviation Administration (FAA) regulations require defrosting of those components before the aircraft may takeoff.
- C. **Anti-icing** - The precautionary procedure of applying Type IV glycol that provides protection against the formation of frost or ice and accumulation of snow on treated surfaces of the aircraft for a limited period of time.
- D. **Declared Aircraft Deicing Event** - The determination that weather conditions warrant the implementation of the air carriers' Ground Deicing/Anti-icing Programs and the subsequent action by the FAA to ensure that air traffic flow controls are put in place.
- E. **Deicing Event** - The application of deicing chemicals onto aircraft (excluding aircraft defrosting) consistent with the air carriers' Ground Deicing/Anti-Icing Program during precipitation-related events.
- F. **Ground Deicing/Anti-Icing Program** - An FAA approved Aircraft Ground Deicing and Anti-Icing Program that FAR Part 121 and FAR Part 135 certificate holders (air carriers) must comply with when conditions at an airport are such that frost, ice, or snow may reasonably be expected to adhere to aircraft.

\_\_\_ Denotes revisions

- G. **Holdover Time** - The estimated time deicing/anti-icing fluid will prevent the formation of frost or ice and the accumulation of snow on the critical surfaces of an aircraft. Holdover time begins when the final application of deicing/anti-icing fluid is applied to the aircraft and expires when the deicing/anti-icing fluid loses its effectiveness.
- H. **Primary Deicing** - The removal of frost, ice, or snow accumulation from aircraft wings, control surfaces, propellers, engine inlets, and other critical surfaces of the aircraft when the air carrier determines that removal is necessary and Aircraft Ground Deicing/Anti-icing Program procedures must be put into effect.
- I. **Secondary Deicing** - The removal of additional frost, snow, or ice that has accumulated on critical aircraft operational or control surfaces while taxiing for departure after having been Primary Deiced, or if Primary Deicing holdover times have been exceeded, as determined by the aircraft pilot in command.
- J. **Winter Weather Season** – For operational purposes, the time period from November 1 to April 15 of each year is considered the Official Winter Weather Season for BWI Marshall Airport.

#### IV. **PROCEDURES**

##### A. **GENERAL**

1. The following aircraft deicing procedures will be used at BWI Marshall Airport. These procedures have been coordinated with the FAA Air Traffic Control Tower (ATCT), the air carriers, and Fixed Base Operators (FBOs).
2. Air carriers and FBOs must call the Airport Operations Center before commencing any Primary or Secondary Deicing, anti-icing, or defrosting operations during non-declared aircraft deicing events. The Airport Operations Center shall be advised of the type of deicing operations to be performed, where they will take place, when they are to begin, and are expected to end. In order to divert flow and initiate aircraft deicing fluid collection operations, it is required that a notification be provided at least 30-minutes before deicing operations are to be initiated. The Airport Operations Center shall notify Maryland Environmental Service and advise them of the information from the air carriers and FBOs.
3. The Airport Operations Center is responsible for declaring and canceling a Deicing Event. FAA ATCT, Menzies Aviation (Menzies), and Southwest Airlines need to be notified when an event is declared and when an event is canceled.

\_\_\_Denotes revisions

4. The Airport Operations Center shall notify air carriers and FBOs by electronic means and/or GREEN phone network that a Declared Deicing Event has been initiated. Menzies will have responsibility for maintaining radio communications with the FAA ATCT for deicing operations at the Runway 28 Deicing Pad, and Southwest Airlines (SWA) will have responsibility for maintaining radio communications for deicing operations at the Runway 15R Deicing Pad and Concourse A Alternate Deicing Area. The call sign for Menzies is **FROSTY ONE**. The call sign for SWA is **ICEMAN**. Both Menzies and SWA will send a representative to the FAA Tower to coordinate deicing operations for the respective deicing pads/areas. Once a Declared Aircraft Deicing Event is initiated, "Gate Hold" procedures will be implemented by the FAA ATCT to control the flow of aircraft to the deicing pads on a first-come, first-serve basis for those aircraft that must be deiced at a deicing pad. It is incumbent upon air carriers who utilize deicing pads to ensure deicing crews and equipment are in place at the pad and ready to begin deicing operations before any aircraft enter the deicing pad. Aircraft will not be permitted to sit/wait on a deicing pad waiting for crews/equipment to arrive. Any aircraft located on a gate where primary aircraft deicing is permitted which elects not to deice at the gate will receive second priority at the deicing pads to all aircraft that must deice at the pad.
5. Flight crews shall advise the FAA ATCT on Ground Control frequency and their respective air carrier/flight support operations staff as soon as possible when it is learned that secondary deicing/inspection is required for their aircraft. Aircraft requiring secondary deicing/inspection shall not enter a deicing pad until their deicing agent is present at the pad and equipped to accommodate the secondary deicing/inspection. This is to ensure that aircraft do not occupy deicing lanes for extended periods of time waiting for deicing crews to respond and prevent other aircraft from utilizing the deicing pad.
6. All air carriers and ground handlers that need to Primary Deice or Secondary Deice an aircraft in other than their designated locations shall obtain approval from the Airport Operations Center prior to beginning the operation. Only the Airport Operations Center may approve an acceptable alternate location.
7. Aircraft waiting for deicing at one of the deicing pads will hold at the gate or other approved ramp location to ensure all taxiways remain clear. As stated in section IV.A.4, priority to use a pad will be given to those air carriers who operate at gates without a deicing fluid collection system.
8. All personnel and equipment operating at deicing pads will remain clear of adjacent taxiways at all times.

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**B. DEICING PAD LOCATIONS – Runway 28 Pad, Runway 15R Pad, Runway 15L-33R Pad, and Concourse A Alternate Deicing Area**

**1. Runway 28 Deicing Pad**

There are seven deicing positions available at the Runway 28 Deicing Pad (See Attachment 1, Figure 1). Aircraft will queue into this area via Taxiway C and shall not block the Taxiway. There are six deicing lanes, numbered 1, 2, 3, 4, 5, and 6 from west to east. Lane 1 can accommodate two aircraft nose to tail, MD-11 or smaller size aircraft. Lane 2 can accommodate two aircraft nose to tail, B757-200 aircraft with winglets or smaller. Lane 3 will be used only for B747-400 size aircraft or smaller and when in use, Lanes 2 and 4 are not available. Lanes 4, 5, and 6 can accommodate B757-300 size aircraft with winglets or smaller. Wingtip clearances are as follows: when an MD-11 aircraft utilizes Lane 1, the wingtip clearance to a B757-200 winglet aircraft utilizing Lane 2 is reduced to 13 feet while passing. When a B757-200/300 winglet aircraft utilizes Lane 1, the clearance to a B757-200 winglet aircraft utilizing Lane 2 is 30.9 feet. When B757-200/300 winglet aircraft are utilizing Lanes 4, 5, and 6, the wingtip clearance between these lanes is reduced to 15.3 feet. The Runway 28 pad is available on a first-come, first-serve basis for those air carriers who do not have primary deicing capability at their gate. Menzies has responsibility for maintaining radio communications with the ATCT for this pad and serves as coordinator of activities for the Runway 28 Pad. Vehicle access to the Runway 28 Deicing Pad can only be achieved by entering the FAA Controlled Movement Area. Air carriers/FBOs are responsible for providing radio-equipped vehicles and trained personnel to access the Runway 28 Deicing Pad.

**Air carriers who operate on Concourse C, Concourse D, Concourse E, and the North Air Cargo Ramp are assigned to utilize the Runway 28 Deicing Pad with exception of Southwest Airlines who is assigned to utilize the Runway 15R Deicing Pad.**

**2. Runway 15R Deicing Pad**

There are four deicing positions available on the Runway 15R Deicing Pad (See Attachment 1, Figure 2). Aircraft queue into this area via Taxiway T and/or Taxiway P. There are four deicing lanes numbered 1, 2, 3, and 4 from north to south. Lane 4 can accommodate B747-400 size aircraft and smaller. Lane 3 and Lane 1 can accommodate B767-300 size aircraft and smaller. Lane 2 can accommodate B767-200 size aircraft and smaller. Southwest Airlines has responsibility for maintaining radio communications with the ATCT for this pad and serves as coordinator of activities for the Runway 15R Deicing Pad and the Concourse A Alternate Deicing Area. Air carriers and/or

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ground handlers that want to use the Runway 15R Deicing Pad must receive prior approval from the Airport Operations Center for each deicing event. The Runway 15R Deicing Pad is available on a first-come, first-serve basis for those air carriers who do not have primary deicing capability at the gate.

**Air carriers who operate on Concourse A and Concourse B are assigned to utilize the Runway 15R Deicing Pad.**

**3. Runway 15L-33R Deicing Pad**

Commuter aircraft and General Aviation aircraft will be deiced on the Runway 15L-33R aircraft deicing pad located adjacent to the General Aviation apron (See Attachment 1, Figure 3). There are two aircraft deicing positions numbered 1 and 2 from north to south. Both deicing positions can accommodate Gulfstream-V size aircraft and smaller. These positions will be utilized on a first-come, first-serve basis. Commuter aircraft not utilizing the primary deicing pad must comply with the gate restrictions in Section IV.C.

**4. Concourse A Alternate Deicing Area**

There are six aircraft deicing positions located at the Concourse A Alternate Deicing Area, which is located off the north end of Concourse A (See Attachment 1, Figure 4). Aircraft queue into this area via Taxiway T. The Concourse A Alternate Deicing Area is restricted to B737-800 size aircraft with winglets or smaller on lanes 6b, 7a, and 8a. B737-700 size aircraft with winglets or smaller are restricted to lanes 6a, 7b, and 8b. Air carriers and/or ground handlers that want to use this area must receive prior approval from the Airport Operations Center.

**C. GATE RESTRICTIONS - PRIMARY AIRCRAFT DEICING**

All aircraft that receive deicing at the gate shall be completely deiced at the gate prior to pushing back into the ramp or apron. This applies to all aircraft gate positions with the **exception** of the following:

1. **Concourse A Restrictions** - N/A
2. **Concourse B Restrictions** - N/A
3. **Concourse C Restrictions** - N/A
4. **Concourse D Restrictions** - Aircraft operating at gates on Concourse D are restricted from performing primary deicing at the gate, and therefore, must utilize one of the deicing pads for all deicing events.

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5. **Concourse E Restrictions** - Aircraft operating at gates on Concourse E are restricted from performing primary deicing at the gate, and therefore, must utilize one of the deicing pads for all deicing events.
6. **Air Cargo Restrictions** -
  - a. **Midfield Cargo positions G1, G2, and G3 restrictions** – N/A
  - b. **Midfield Cargo positions G4 through G6 and H7 through H12 restrictions** – Requires deicing fluid collection operations.
  - c. **North Cargo positions F7, F8, and F9 restrictions** – Requires deicing fluid collection operations.
  - d. Cargo carriers that are deiced by Menzies will perform all aircraft deicing at the Runway 28 Deicing Pad or Midfield Cargo. Aircraft at Midfield Cargo must be deiced on parking positions; no deicing will be allowed on taxilanes. If the Midfield Cargo air carrier desires to deice on the Runway 28 Deicing Pad, coordination with Menzies and approval from Airport Operations are required prior to leaving the Midfield Cargo Apron.
  - e. Cargo carriers performing their own aircraft deicing operations **shall not deice** directly over the existing drains located behind gates F6, F7, F8, and F9.
  - f. Aircraft deicing is restricted to **defrosting only** at spots F18, F18A, F19, F20, F20A, F21, F22, F23, and F24.

#### D. EXEMPTIONS

1. Concourses D, DY, E, and Commuter: Tenant aircraft with maintenance restrictions that preclude deicing at a deicing pad may deice at the gate with prior permission from the Airport Operations Center. The tenant will be required to coordinate the gate deicing with the Airport Operations Center prior to discharging any deicing fluids and to ensure a Glycol Recovery Vehicle (GRV) is available for immediate cleanup.
2. When pre-taxi inspection reveals heavy accumulations of snow/ice on aircraft surfaces that preclude the safe repositioning of the aircraft to an approved deicing location, deicing may be performed at the parking gate. **This operation is limited to removing accumulations of snow and ice that**

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**preclude the safe repositioning of the aircraft only and must be coordinated with the Airport Operations Center.**

3. Early morning “Aircraft Defrosting” activities described in Section III.B above may be performed at the aircraft parking gate and are exempt from the restrictions listed in Section IV.C of the Directive.
4. Anti-icing of an aircraft using Type IV anti-icing fluids is exempt from restrictions and may be accomplished at any aircraft parking gate.

#### **E. SECONDARY DEICING**

Secondary Aircraft Deicing, if required, will be performed at the deicing pad on a first-come, first-serve basis. As stated in section IV.A.4, it is incumbent upon air carriers who utilize deicing pads to ensure deicing crews and equipment are in place at the pad and ready to begin deicing operations before the aircraft enters the deicing pad. Aircraft will not be permitted to sit/wait on a deicing pad waiting for crews/equipment to arrive.

#### **V. RESPONSIBILITIES**

- A. BWI Marshall Airport utilizes GRV that are used to remove glycol fluids from around aircraft terminal gates and air cargo parking spots. They may also remove glycol fluids from the deicing pads. This operation will not interfere with any aircraft deicing and/or snow removal activity.
- B. The Airport Operations Center **may** take the following action(s) when a Deicing Event is anticipated:
  1. Notify the Airport’s Noise Office that aircraft with operating noise levels greater than 87.0 EPNdB will be allowed to takeoff/land on Runway 15L-33R if necessary to meet holdover times.
  2. Close portions of taxiways and ramps to accommodate deicing fluid recovery operations.

#### **VI. COMPLIANCE**

- A. Any deviations to this deicing Directive must be approved by the Airport Operations Center prior to any deicing.
- B. All air carriers and ground handlers shall comply with the provisions of this Directive. The Airport's NPDES permit states, "**Deicing activities which are not authorized in the permittee’s Best Management Practices Plan shall be**

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**reported in writing to the Maryland Department of Environment within five working days."** BWI Marshall Airport intends to fully comply with this requirement and will report all observed violations of this Directive to the regulatory authority.

- C. The Maryland Department of Transportation Maryland Aviation Administration (MDOT MAA) and its agents will monitor tenant activity for compliance with this Directive and report all observed violations to appropriate authorities. Tenant concerns and observed violations should be directed to the Airport Operations Center.
- D. Violations of these deicing procedures could result in additional restrictions being placed on the areas where aircraft Primary and Secondary Deicing operations can be conducted at BWI Marshall Airport. Other administrative sanctions may be taken and the air carriers/ground handlers could be placed in default of their contract with the MDOT MAA for failure to comply with these procedures.
- E. The reporting of deicing fluid usage is required for the MDOT MAA to determine compliance with the NPDES permit conditions. Air carriers and FBOs must complete the Aircraft Deicing/Anti-Icing Log (Form MAA-045 available on the tenant website) for every aircraft that is deiced. The information that is required includes date, time, gate location, type of fluid used, concentration of glycol, volume applied, weather condition, aircraft or flight number, and type of aircraft. The supervisor responsible for overseeing deicing operations must sign each log sheet. Unsigned logs will be returned for signature. Reports must be provided weekly on MDOT MAA supplied or approved forms. The completed forms may be faxed to 410-859-7082 (See Attachment 2).

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John A. Stewart  
Director  
Office of Airport Operations

Attachments:

- Attachment 1 - Figures 1-4: Deicing Pad Locations
- Attachment 2 - Aircraft Deicing/Anti-Icing Log (MAA-045)

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Figure 1: Runway 28 Deicing Pad

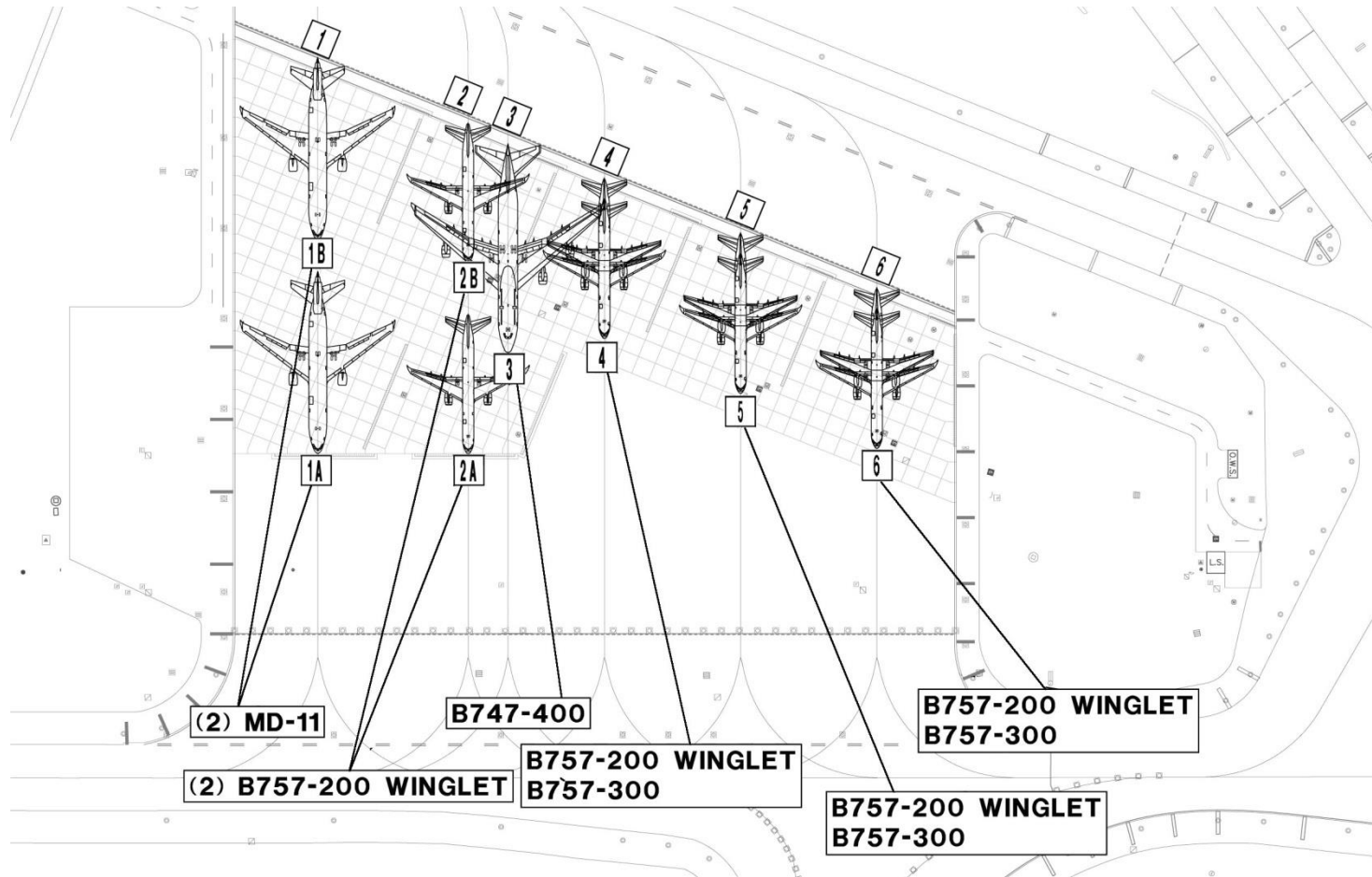


Figure 2: Runway 15R Deicing Pad

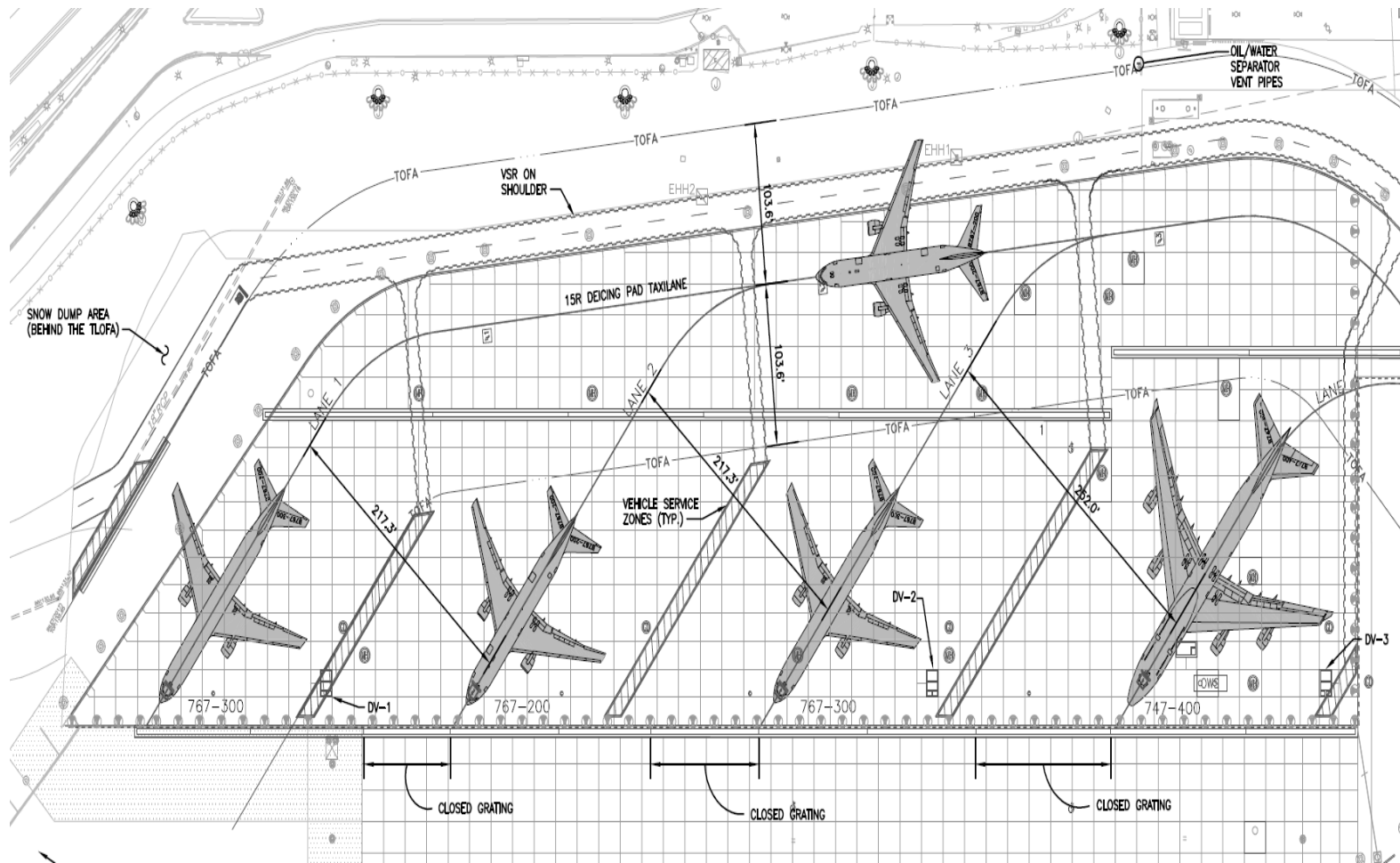


Figure 3: Runway 15L-33R Deicing Pad

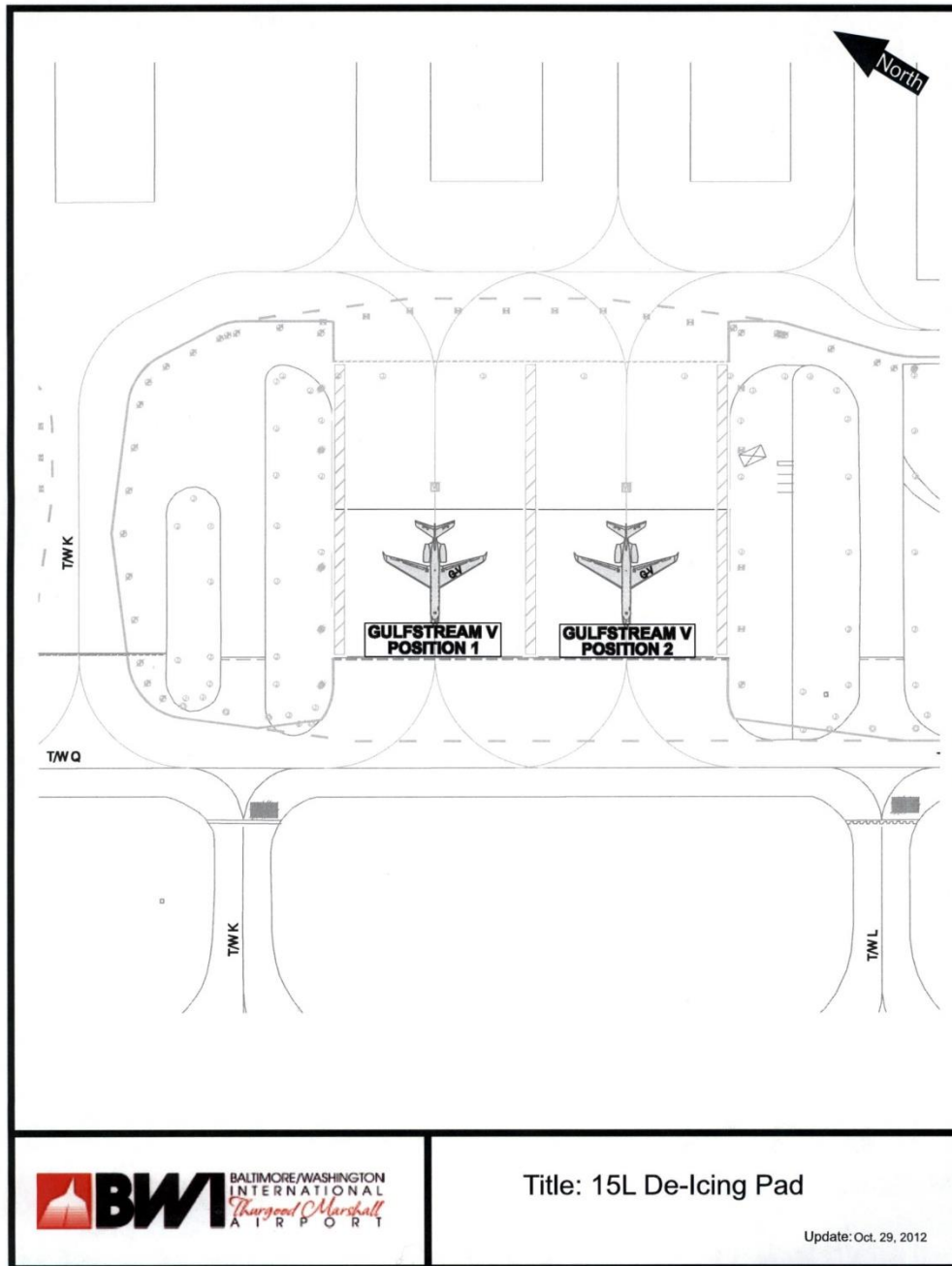
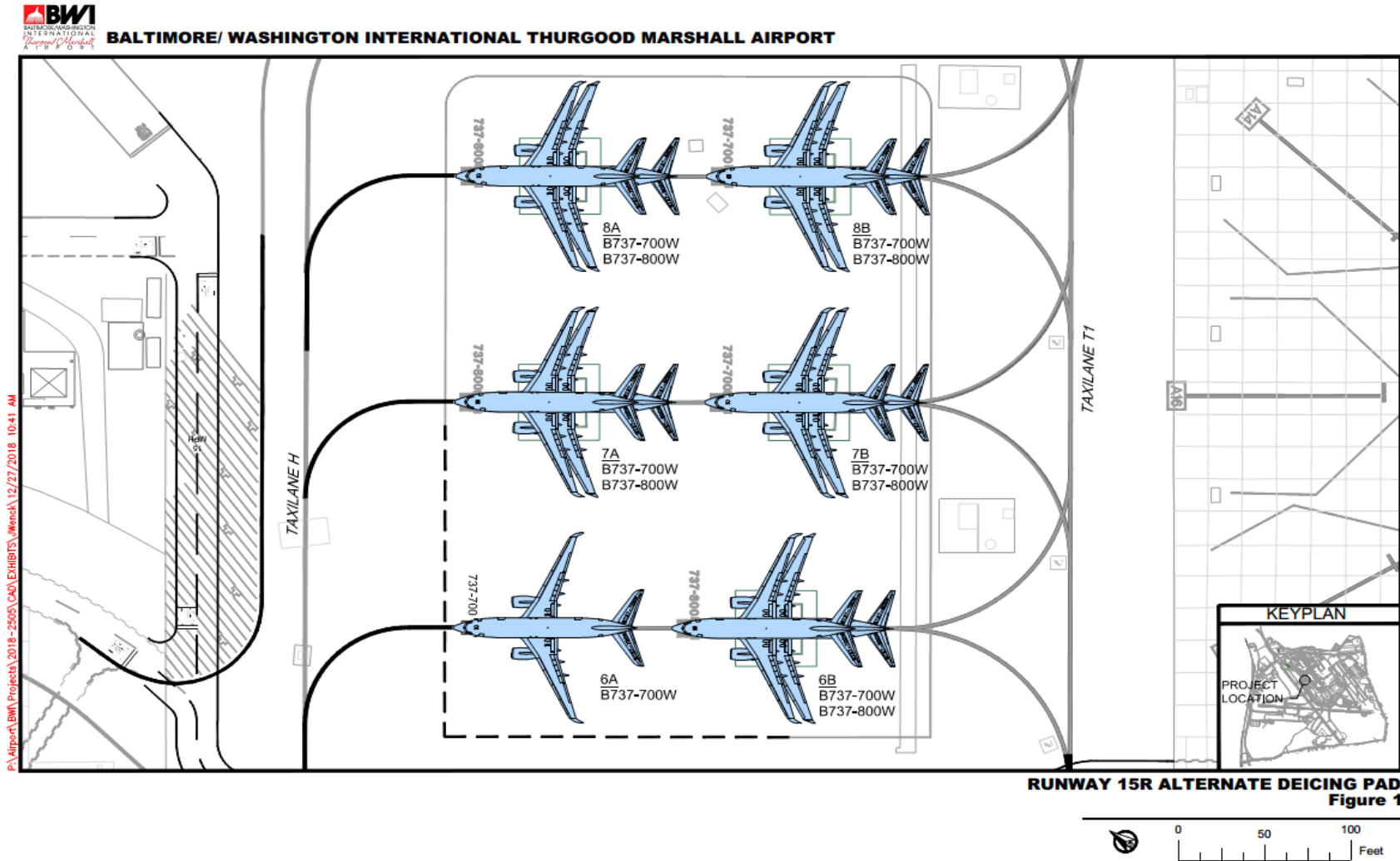


Figure 4: Runway 15R Alternate Deicing Pad



MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND AVIATION ADMINISTRATION  
AIRCRAFT DEICING / ANTI-ICING LOG

DEICING COMPANY: \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_

DATE	START TIME (24Hr)	DURATION (Min)	LOCATION GATE # OR PAD	FLUID TYPE		MIXTURE glycol / water	TOTAL MIXTURE APPLIED (Gal)	WEATHER CONDITIONS (snow, ice, frost, rain)	CARRIER OR A/C #	AIRCRAFT TYPE (727,737, 757,MD80)
				1,2 OR 4	ETHYL (E) PROPYL (P)					

SUBMIT FORM TO: MARK WILLIAMS  
ENVIRONMENTAL COMPLIANCE OFFICE  
FAX NUMBER 410-859-7082  
EMAIL: mwilliams1@bwiairport.com

SIGNATURE: \_\_\_\_\_

MAA-045  
R 11/03