



***OGDENSBURG
INTERNATIONAL AIRPORT***

**COMMERCIAL
GROUND TRANSPORTATION SERVICE
OPERATOR REQUIREMENTS**

Revised September 15, 2016

GROUND TRANSPORTATION SERVICE OPERATOR REQUIREMENTS
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I. Introduction

A. Purpose

The purpose of the Ground Transportation Service Operator (GTSO) requirements is to ensure that a high level of customer service is provided to all airport customers seeking ground transportation services at the Airport at appropriate locations, times, frequencies, and to make effective and efficient use of the Airport roadways and infrastructure.

B. Background

Ogdensburg International Airport (OGS) is a full service commercial airport located in St. Lawrence County, approximately 2 miles southeast of the City of Ogdensburg New York. Ogdensburg International Airport currently accommodates more than 7,000 enplaned passengers each year. Commencing in late 2016 Allegiant Air will provide air service. Presently, OGS passenger service is provided by CAPE Air regular air service to both Albany, New York and Boston Massachusetts.

Owner/Operator: Ogdensburg Bridge & Port
Location: Authority 5840 NY-812
Ogdensburg, NY 13669
Identifier: OGS
Classification: Small Non-Hub – Air Carrier
Runway: 6,000 ft. Runway

The Ogdensburg Bridge and Port Authority has adopted the GTSO requirements outlined herein. The GTSO requirements outline the operating guidelines that GTSOs are required to adhere to while operating at the OGS. The Airport Manager may modify the GTSO requirements and may delegate his/her authority with the respect to enforcement of these requirements.

II. Definitions

The words and phrases used in the GTSO Requirements shall have the following meanings, unless the context clearly indicates otherwise:

- A. Airport:** The Ogdensburg International Airport (OGS), located in St. Lawrence County, New York.
- B. Airport Customer:** Any user of the Airport, including individuals or groups who propose to use a Ground Transportation Service Operator's services. Also referenced as customer(s).
- C. Commercial Ground Transportation Vehicle:** Any automobile, vehicle, van, bus, limousine or other wheeled conveyances, operated by a GTSO, in which any person or property can be transported upon land.
- D. Ground Transportation Service Operator (GTSO):** Any business, whether an individual, a firm, partnership, association or corporation authorized to operate a

ground transportation service at the Airport under a License to Operate (LTO). GTSOs include any person(s) acting under the name of the GTSO identified in the LTO agreement.

- E. License To Operate (LTO):** An agreement between a GTSO and the Ogdensburg Bridge and Port Authority to conduct Ground Transportation Services at the Ogdensburg International Airport.
- F. Permitted Vehicle:** Any Commercial Ground Transportation Vehicle licensed to provide Ground Transportation Services at the Airport under local, state and federal law. Permitted Vehicles have been issued a Vehicle Operating Permit by the Ogdensburg Bridge and Port Authority and are authorized to operate on the Airport premises by LTO agreement with the Ogdensburg Bridge and Port Authority and in accordance with the GTSO Requirements.
- G. Prearranged:** Commercial Ground Transportation Service from the Airport, where such transportation was contracted or arranged for by or on behalf of Airport Customer(s) in advance of the Airport Customer's arrival at the Airport and/or the Prearranged Staging Area(s).
- H. Ogdensburg Bridge and Port Authority (OBPA):** The owner and operator of the Ogdensburg International Airport.
- I. Staging Area:** An area(s) at the Airport designated by OBPA for use by authorized GTSO and their operations. Staging areas include commercial vehicle staging areas and passenger loading and unloading locations.
- J. Vehicle Operating Permit:** A decal issued by OBPA to be placed in each Permitted Vehicle operated by GTSO to identify those vehicles authorized to operate on Airport property.
- K. Violation:** Any failure to abide by the terms of the LTO agreement and/or the GTSO requirements by the GTSO or its representatives, as identified by OBPA.

III. Ground Transportation Service Operator (GTSO) Categories

The following Ground Transportation Service Operator (GTSO) categories are hereby established. Any GTSO who provides service under one or more operator categories must enter into a separate LTO agreement.

- A. Courtesy Hotel/Motel Shuttle Operators:** Courtesy hotel/motel vehicles are vehicles used for transporting customers and baggage between the Airport and the hotel/motel the vehicle Operator represents, without a direct charge to the customer(s).

- B. Taxi Cab Operators:** Includes for hire taxi cab operators that provide ground transportation services requested on a customer walk up (no reservation) or a customer prearranged (reservation) basis to a destination requested by the customer, with a direct charge to the customer.
- C. Limousine Operators:** Includes for hire limousine operators as defined in Ogdensburg Administrative Code, chapter 203-1. For hire limousine operators operate vehicle(s) that meet one of the following definitions: Stretch Limousine, Executive Sedan, Executive Van, Classic Car, Executive Sport Utility Vehicle or Stretch Utility Vehicle. Limousine Operators provide ground transportation services on a customer prearranged(reservation) basis to a destination requested by the customer. Limousine operator prearranged fares must be arranged prior to the time of departure and at a place different than the place of departure. Limousine operators are not authorized to conduct non-reserved/walk-up customer pick-ups.
- D. For Hire Shuttle/Bus Operators:** Includes scheduled shuttle/bus operators, door to door shuttle/bus operators and charter shuttle/bus operators, who provide scheduled ground transportation service between pre-determined destinations to customers with or without prior reservations, and with a direct charge to the customer.
- E. Offsite Airport Parking Lot Shuttle Operators:** Offsite Parking Lot Shuttle Operators are operators of parking lot facilities located off Airport property and who operate a shuttle for their customers to and/or from the Airport. Offsite Parking Lot Operators allow airport customers to park personal vehicles at their parking facility, with a direct charge to the customer. Offsite Parking Lot Operations include both indoor and outdoor parking facilities. The term “operate a shuttle” includes any business arrangement, contract, understanding or organization wherein a shuttle is used to transport passengers between the Airport and the offsite parking lot facility. An offsite parking lot shuttle is any commercial service vehicle that is used to transport passengers between an offsite parking lot and the Ogdensburg Airport. The term “operate a shuttle” is to be given its broadest possible meaning to ensure that all offsite parking lot facilities are treated in a non-discriminatory manner and that each pays all applicable tariffs. OBPA reserves the right to require a shuttle operator to provide information concerning the use of the shuttle and the offsite airport parking facilities it is used to service. OBPA reserves the right to determine if operators of a parking lot facility “operate a shuttle”. Each Offsite Parking Lot Operator will be required to comply with the Ground Transportation Service Operator (GTSO) requirements and pay the applicable tariff when they “operate a shuttle” as defined herein.

IV. General Provisions

- A. No Guarantee of Business:** By issuing a LTO agreement, OBPA does not make, and has not made any representation, warranty, assurance, or guarantee that

the uses to which GTSO will put its operations will generate any minimum, maximum, or optimum volume of passenger traffic business, or that any minimum, maximum, or optimum volume of passenger traffic business will occur.

- B.** Any changes in the GTSO's service levels at the Airport must be submitted in writing to OBPA including, but not limited to, vehicles used in GTSO's fleet and/or the ground transportation service categories offered by the GTSO. Any proposed changes must be submitted and approved by OBPA prior to the proposed implementation date.
- C.** The GTSO is prohibited from selling, assigning, transferring or subcontracting all or any operating rights at the Airport authorized under the LTO agreement without the prior written consent of OBPA.
- D.** The GTSO shall conform to and abide by all laws, rules and regulations in relation to the use of Airport property and the operation of GTSO's business thereon and not permit said premises to be used in violation of any law, rule, regulation or requirements.
- E.** These regulations are for the sole benefit of OBPA and where applicable the GTSO. They are not intended nor do they create any right or claim in any third party against OBPA.

V. Requirements and Expectations of Service

A. Compliance with Laws, Rules and Regulations, and Requirements:

1. Each GTSO vehicle entering upon Airport property for any reason shall be operated and maintained in accordance with all applicable Federal, State and local laws, rules and regulations, and the GTSO requirements as set forth herein.
2. Each GTSO shall observe any and all orders, directives or conditions issued, given or imposed by OBPA officials with respect to the use of roadways, driveways, curbs, sidewalks, parking areas, holding lots, pick up and drop off areas and the Airport terminals while on Airport property. Each GTSO shall obey all traffic directions given by OBPA during times of construction.
3. In the event the Ogdensburg Bridge and Port Authority determines that the relocation of ground transportation staging locations at the Airport is necessary, the GTSO shall relocate operations on the Airport in an expeditious manner and only as permitted, directed or required by OBPA.
4. No GTSO may leave a vehicle unattended anywhere on Airport property, unless there are no passengers in the vehicle and the driver has expressly been

authorized to leave said vehicle unattended by OBPA. Driver's must be immediately available to move their vehicle if necessary.

- i. If a GTSO operator needs to enter the Airport terminal for a restroom break or to a check flight status, the operating guidelines that are outlined within Appendix E must be adhered to; "Entering the Terminal"
5. No vehicle may park or wait along the Airport terminal curb, unless actively loading or unloading customers in accordance with OBPA GTSO requirements.
6. The GTSO shall stage vehicles and conduct customer and baggage loading and unloading in only those areas identified by OBPA for such staging purposes. Operators shall conduct customer and baggage loading and unloading in accordance with OBPA GTSO requirements. Conducting customer and baggage loading/unloading in non-designated zones and crosswalks is prohibited.
7. Offsite Airport Parking Lot Shuttle Operators shall maintain their offsite parking facilities in compliance with all applicable St. Lawrence County or the appropriate City land use and zoning requirements. Upon initial execution of a license to operate as an Offsite Airport Parking Lot Shuttle Operator and each renewal thereof, the GTSO will provide a Letter of Compliance from the appropriate land use jurisdiction certifying that the offsite parking facility meets all applicable St. Lawrence County land use and zoning requirements.

B. Expectations of Service: In the event that an interpretation of any provision of the GTSO requirements is required, the Airport Manager or his/her authorized designee shall render such an interpretation, and his/her determination shall be considered as final authority on the matter.

1. Be courteous to customers
2. Maintain a professional demeanor
3. Provide customers with a clear idea of costs
4. Follow the Airport Rules and applicable contract agreements
5. Observe and follow all traffic rules and posted signage
6. No solicitation for services
7. Maintain an ethical code of conduct
8. With regard to offsite parking lots, maintain the parking lot and structures in compliance with all applicable land use and zoning requirements and in a clean, well lighted, safe and secure manner.

C. Driver Conduct: All drivers, employees, representatives and agents of the GTSO shall conduct themselves in a professional manner and be courteous to the public,

passengers, and Airport employees and representatives at all times. No Driver or employee of any GTSO may engage in any improper conduct while on Airport property. Improper conduct includes, but is not limited to:

1. Fighting or engaging in offensive verbal contact or offensive physical contact;
2. Degrading any other Operators, Airport tenants, or Airport customers by words or gestures;
3. Acting in a manner intended to or that is reasonably likely to cause physical injury to any Person and/or threatening the safety of any Person;
4. Defecating or urinating in public;
5. Gambling or participating in other games of chance where money is involved;
6. Failure to cooperate or refusal to obey directives or instructions of any OBPA and/or OGS official in the performance of his or her official duties;
7. Reckless or intentional destruction of property owned by any Person;
8. Releasing or depositing waste, chemicals, soap or any other fluids on the paved surface areas of the staging areas, on or into the soil adjacent to the staging areas and/or into the drainage system;
9. Discarding any debris or garbage, except into receptacles intended for such purpose;
10. Discarding any personal and/or household debris or garbage into any Airport garbage receptacle;
11. Erecting, altering adding, replacing or defacing any structure, facility, or sign on Airport property;
12. Vandalizing OBPA property;
13. Selling goods or services in Ground Transportation staging areas without the prior written consent of OBPA;
14. Unreasonably escalating or gouging fares;
15. Interfering with any Airport customer's choice of ground transportation services, or interfering with any Driver with whom any Airport customer is negotiating for ground transportation services;
16. Providing inaccurate, incomplete, or deceptive information in order to obtain a Vehicle Operating Permit;
17. Attempting to pick up an Airport customer already waiting for another Commercial ground transportation vehicle or GTSO;
18. Providing or offering to provide payment to any person at the Airport in return for the referral of Airport customers or preferential treatment for services;
19. Soliciting for passengers or passenger fares;

20. Possession, consumption or providing service while under the influence of alcohol or any controlled substance;
21. Conducting any illegal activity at the Airport;
22. Picking up Airport customers in any area other than those designated for such pick-ups or as directed by OBPA/OGS staff;
23. Failing to yield to any and all pedestrians;
24. Failing to comply with any other provision of the Airport rules; and
25. Failing to operate vehicle(s) in a safe and lawful manner at any time, including operating a commercial ground transportation vehicle on the commercial roadway that has a non-functioning headlight(s), taillight(s), a cracked windshield, or is otherwise deemed unsafe to transport Airport customers.
26. Saving parking spots or positions in the staging area(s) for other drivers, blocking other drivers from moving up or using an available spot or position in the staging area(s) is strictly prohibited;
27. Operating without a LTO and/or without a Vehicle Operating Permit

D. Solicitation: The GTSO is prohibited from soliciting or attempting to solicit passengers on Airport property. Soliciting includes, but is not limited to:

1. Initiating or engaging in a conversation regarding ground transportation services with any person on Airport property, outside of the designated or approved area, for the purpose of seeking passengers or customers;
2. Employing, inducing, arranging for or allowing any person to initiate or engage in a conversation regarding ground transportation with any person on Airport property for the purpose of seeking passengers or customers;
3. Delivering literature, business cards, promotional items or advertisements on Airport property discussing or describing ground transportation services, without prior authorization from OBPA;
4. Engaging in any conduct or activity intended to or apparently intended to ask, implore, or persuade a passenger to alter his or her previously chosen ground transportation vehicle or company.

DI. Fares: The GTSO shall charge passengers fares in accordance with recognized standards of the trade. , The GTSO shall, upon request by any passenger, furnish to such passenger a receipt of payment. All GTSOs shall have the ability to accept major credit cards in addition to cash as payment for fares.

- F. Transportation of Passengers:** The GTSO shall be responsible for the transportation of passengers to, from, and on the Airport with the utmost consideration for the safety, comfort and convenience of passengers and their luggage.
1. The GTSO shall not fuel vehicles while carrying passengers, require passengers to exit the vehicle prior to arrival at the passenger's destination, or take passengers to ATMs to avoid accepting credit cards.
 2. Passengers shall be taken to their requested destination in the most direct route available.
 3. The GTSO shall not refuse any fare, including the refusal of a fare on the basis that the passenger is traveling to a short-haul destination. The only exception is when a passenger is obviously dangerous or intoxicated.
- G. False and/or Misleading Information:** No GTSO or their representative(s) may intentionally provide false or misleading information regarding Ground Transportation Services at the Airport to any Person. False information includes, but is not limited to, any attempt to obtain payment in excess of that authorized by law, forging payment records, non-compliance with audits, etc.

H. GTSO Vehicle Requirements:

1. **Vehicle Conditions:** Vehicle(s) operated at the Airport on behalf of the GTSO shall at all times be in compliance with all applicable laws, rules and regulations. All vehicles must be maintained in a good and safe mechanical condition and the vehicle(s) shall be clean on the exterior, interior and the vehicle trunk area shall be neat and clean. the airport ground transportation operator may perform periodic vehicle inspections to determine that vehicles are safe and in compliance with the standards set forth in these requirements. OBPA, at its own discretion, may inspect vehicles prior to issuance of a LTO agreement. Any vehicle that is found to be out of compliance with this section may be removed from operation until the vehicle conditions are repaired to a satisfactory level as determined by OBPA.
2. **Vehicle Repairs:** No GTSO or their representatives shall, while on Airport property, perform or attempt to perform any repair or maintenance on any vehicle, change or attempt to change oil, battery or spark plugs, top off coolants, or wash any vehicle. The only exceptions are a jumpstart for a dead battery, emergency flat tire repairs, or having vehicle(s) serviced by an authorized vehicle repair vendor that maintains a lease to conduct business on Airport property at the vendor's place of business.
3. **Vehicle Signage:** All permitted commercial ground transportation vehicles, with the exception of Limousines, shall be clearly and professionally signed to show the name and contact information of the GTSO operating the vehicle.

All markings shall be painted professionally and neatly on GTSO's vehicle(s), or otherwise attached by professional decal.

- I. Vehicle Operating Permit Form:** The GTSO shall complete all of the information requested on the Vehicle Operating Permit Form, for each vehicle to be operated at the Airport on behalf of the GTSO, prior to allowing said vehicle(s) to operate at the Airport. Vehicle Operating Permit Forms may be requested at the Airport Administration Office.
- J. Vehicle Identification Decal:** All commercial ground transportation vehicles authorized to operate at the Airport must display a **Vehicle Identification Decal**. Vehicle Identification Decal(s) will be issued to the GTSO upon completion of a LTO and a Vehicle Operating Permit Form. Once issued, Vehicle Identification Decal(s) must be adhered to the rear window of the authorized vehicle to which it was issued. The Vehicle Identification Decal shall be displayed in the lower left hand corner of the vehicle's rear window, or in a location otherwise approved by OBPA. No vehicle may operate at the Airport without first obtaining and properly displaying a Vehicle Identification Decal(s) or by receiving prior written approval from OBPA to operate a vehicle without a decal on a temporary and time specific basis.
1. No GTSO shall remove a Vehicle Identification Decal without authorization from OBPA.
 2. A Vehicle Identification Decal will be reissued without charge to any GTSO in good standing for the purpose of replacing a vehicle in the fleet, replacing a broken or damaged window, or upon loss or damage to the Vehicle Identification Decal, provided the remnants of the Vehicle Identification Decal is returned to OBPA.
 3. Any Vehicle Identification Decal may be placed out of service by OBPA in the event the vehicle to which it is assigned is found to be out of compliance with any laws, rules or regulations governing GTSO vehicle conditions. Any vehicle with a Vehicle Identification Decal that has been placed out of service will not be permitted to operate at the Airport until the vehicle has been brought into compliance with all applicable laws, rules and regulations and is authorized by OBPA to resume operations.
 4. Vehicle Identification Decal(s) may not be assigned or transferred by the GTSO in any manner whatsoever and shall expire annually. A new Vehicle Identification Decal(s) will be issued to the GTSO annually upon completion of a new Vehicle Operating Permit Form.
 5. The GTSO must remove all Vehicle Identification Decal(s) from the appropriate vehicle(s) once the vehicle(s) is no longer authorized to operate at the Airport, or once the GTSO no longer maintains a LTO with OBPA.

VI. Payment of Tariff

- A. **Payment of Tariff:** Tariffs must be paid when due. If there is a dispute as to the amount owed under any Tariff, the undisputed amount must be paid when due together with a written explanation of the amount withheld and the reasons for such withholding.
- B. **Unpaid Amounts-Interest.** All unpaid tariffs shall bear interest at the rate of 18% per annum simple interest until paid.
- C. **Reporting.** GTSOs must report applicable business activity on a form provided by OBPA. Reports must include business activity on all Airport property, including but not limited to business activity from the Main Commercial Airport Terminal as well as the General Aviation Terminal.

VII. Enforcement, Penalties and Appeals

- A. **Enforcement:** Violation of any specific provision of the GTSO Requirements or LTO may, in addition to any other liabilities provided within the LTO agreement, result in a monetary fine, suspension, and/or termination of the LTO, driver and/or vehicle according to the provisions of these requirements. OBPA reserves the right, in its sole discretion, to enforce and/or issue a penalty in whole or in part, of any provision herein.
 - 1. The GTSO is responsible for enforcing and must comply with any imposed rulings, fines, violations, suspensions, or terminations by OBPA.
 - 2. Ogdensburg Bridge and Port Authority staff that observe a violation or investigate a reported violation will submit a written report to the Airport Manager.
 - 3. The Airport Manager will review the report and decide whether the facts of the event constitute a violation of the GTSO requirements. If the Airport Manager determines that there has been a violation, a written notice of violation will be issued to the GTSO. The violation may result in a fine, permanent or temporary suspension of a driver, vehicle or a GTSO based on each assessed violation.
- B. **Immediate Suspensions:** The Airport manager or designee may at his/her discretion impose an immediate suspension of a GTSO or a GTSO representative if it is considered to be in the best interest for the safety of the public and/or

tenants and operations of the Airport. Immediate suspensions will be based on relevant facts of non-compliance of the GTSO requirements. A decision to reinstate a GTSO and/or GTSO representative will only occur after the investigation has been completed. OBPA reserves the right, in its sole discretion, to enforce and/or issue a penalty in addition to an immediate suspension.

C. Penalties: For the purposes of tracking and imposing fines, suspensions, or terminations a compilation of violations will be maintained against a GTSO.

1. For purposes of tracking of fines, suspensions, and terminations of a GTSO, violation compilations will be for any given 12-month period.
2. For the purposes of imposing fines, suspensions, and terminations, compilations of violations will be maintained against a GTSO and not individual drivers or vehicles. Suspensions will be carried out pursuant to the following:

GTSO Suspensions:

Violations Received	Action Taken
1 Violation	Written Warning
2 Violations	One Week Suspension
3 Violations	One Month Suspension
4 Violations	Permanent Suspension

3. If a fine is assessed and not paid or appealed within ten (10) business days from notice of violation date, the vehicle identification decal and/or all GTSO Identification decals will be revoked.
 - i. The Airport Manager or his/her designee may provide a written and time specific extension for the payment of fines that have been assessed for a GTSO violation if there are extenuating circumstances that warrant said extension as determined by the Airport manager or his/her designee.
4. If the Airport Manager chooses, in his/her discretion either in whole or in part, to suspend a GTSO, such suspensions can be appealed directly to the Ogdensburg Bridge & Port Authority.
5. Offenses that warrant the immediate suspension, either in whole or in part of a GTSO and/or removal of vehicle permit include but are not limited to the following:
 - i. Fighting;
 - ii. Misrepresenting fare to a customer;

- iii. Acting in a rude, offensive or otherwise unprofessional manner with customers, the public, or OBPA staff;
- iv. Soliciting;
- v. Reckless driving and/or reckless endangerment of the public or OBPA property; Commission of any gross misdemeanor or felony related to driving or public safety; and
- vi. Other offenses which OBPA deems punishable by immediate suspension of the driver or GTSO.

If OBPA imposes an immediate suspension of a GTSO or a GTSO representative, a decision to reinstate the GTSO and/or GTSO representative will only occur after the investigation has been completed. OBPA reserves the right, in its sole discretion, to enforce and/or issue a penalty in addition to an immediate suspension.

D. Appeals: The GTSO has the right to appeal any fine assessed by OBPA or any interpretation or application of these rules. Appeals should be submitted to the Executive Director.

Appeals are to be addressed to:

Executive Director
Ogdensburg Bridge & Port Authority
1 Bridge Plaza
Ogdensburg, NY 13669

1. The decision of OBPA will be issued in writing
2. All appeals will be reviewed and investigated within thirty (30) days upon receipt. Once the appeal is responded to, the appeal action is final. There is no other recourse.
3. With regard to fines, suspension or termination:
 - i. Following the notice and fine, suspension or termination by OBPA to the GTSO, the GTSO shall have ten (10) business days from the notice date to deliver, in writing, a notice of appeal to the Airport Manager.

- ii. The GTSO will be allowed to present evidence or testimony to counter the facts upon which the fine or suspension is based.
- iii. Failure to pay or comply within the time periods for any assessed violation or penalty may result in additional violations.