



October 17, 2019

CALL AND NOTICE OF A REGULAR MEETING OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Legal, Government and Environmental Affairs Committee will be held Monday, October 21, 2019, at 9:30 a.m., or immediately following the Commission meeting, in the Burbank Room of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

Terri Williams, Board Secretary
Burbank-Glendale-Pasadena Airport Authority

REGULAR MEETING
OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE

Burbank Room
Monday, October 21, 2019
9:30 a.m., or Immediately Following
the Conclusion of the
Commission Meeting

As a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.



The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.

Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.*
- *Limit comments to five minutes or to such other period of time as may be specified by the presiding officer.*



The following activities are prohibited:

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.



In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

AGENDA

Monday, October 21, 2019

1. Approval of Agenda
2. Public Comment
3. Approval of Minutes
 - a. September 23, 2019 **[See page 1]**
4. Contracts and Leases
 - a. South Coast Air Quality Management District Memorandum of Understanding; Hollywood Burbank Airport Air Quality Improvement Plan
 - Staff report attached. **[See page 4]**

Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission to approve a voluntary Memorandum of Understanding (MOU) with the South Coast Air Quality Management District (SCAQMD) and to approve an Air Quality Improvement Plan (AQIP) to minimize and reduce air emissions related to non-aircraft mobile source activities at the Airport.
5. Adjournment

**MINUTES OF THE SPECIAL MEETING OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, SEPTEMBER 23, 2019

A special meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 11:14 a.m., by Chairman Wiggins.

AB 23 Disclosure: The Assistant Board Secretary announced that, as a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

ROLL CALL

Present: Commissioners Wiggins, Madison and Agajanian

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
Patrick Lammerding, Deputy Executive Director,
Planning and Development; Sarah Paulson Sheehy,
Senior Director of Government and Public Affairs;
Maggie Martinez, Manager, Noise and
Environmental Compliance; Tom Lenahan, Fire
Chief, Airport Fire Department

Airport Authority Counsel: Terence R. Boga, Esq.,
Richards Watson Gershon

Airport Authority Environmental Counsel:
Norman A. Dupont, Esq., Ring Bender LLP;
Geosyntec Consultant, Ravi Arulanantham, Ph.D.

1. Approval of Agenda The agenda was approved as presented.

2. Public Comment There were no public speakers.

3. Approval of Minutes

a. August 19, 2019 Commissioner Madison moved approval of the minutes of the August 19, 2019 meeting. There being no objection, the minutes were approved (2-0, one abstention).

4. Contracts and Leases

a. Amendment No. 1 to Professional Services Agreement – Geosyntec Consultants, Inc.

Staff presented a report seeking a recommendation to the Commission for proposed Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement"), with Geosyntec Consultants, Inc. ("Geosyntec") in the amount of \$170,000 with an additional \$10,000 for project contingency for implementation of a State mandated work plan to determine the presence and extent of a class of chemical substances commonly known by the name of per- and polyfluoroalkyl substances ("PFAS").

The proposed Amendment includes additional work requirements included in the State Water Board's conditional letter of approval with the added required scope of work as follows:

1. Add an additional sample location near the AFFF aboveground storage tank (AST) in the fuel farm area;
2. Analyze all the samples collected from each sample location; and
3. Develop a supplemental groundwater sampling work plan to provide certain test data in the immediate area on and off the Airport.

The last additional requirement will require cooperation and coordination with Lockheed Martin, Inc. ("LMCO") to utilize their groundwater monitoring wells. LMCO has indicated a willingness to provide the Airport and its consultants access to those wells.

Staff reported that the agreed upon groundwater sampling, due to the deep depth of groundwater beneath the Airport, will be an iterative approach starting with soil boring first at a depth of 50 ft below ground surface.

Staff noted that after the Work Plan was submitted, further due diligence discovered that there are two former burn pit areas which were potentially used by former occupants of the Airport to conduct training activities. Upon learning of these burn pit areas, Airport staff instructed Geosyntec to add sampling in these areas as an addition to the

scope proposed in the work plan and to notify the Water Quality Control Board about these areas.

At the time the FY 2020 budget was being developed, the potential cost and timing impact of the State Water Board's Order could not be estimated. This item was therefore not included in the adopted FY 2020 budget. Subject to the final costs to meet the conditions of the approved work plan, a budget amendment may be required.

Motion

Commissioner Madison moved approval of Staff's recommendation, seconded by Commissioner Agajanian.

Motion Approved

There being no objections, the motion was approved (3-0).

5. Closed Session

Commissioner Wiggins recessed the meeting to closed session at 11:21 a.m. to discuss items on the closed session agenda.

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 2 potential case. Facts and Circumstances:

- 1) EPA San Fernando Valley Superfund Site Claim;
- 2) EPA Omega Chemical Corp Superfund Site Claim

Reconvene

Commissioner Wiggins reconvened the meeting at 11:35 a.m. with the same Commissioners present.

Closed Session Report

Commissioner Wiggins announced that no reportable action was taken in closed session.

6. Adjournment

There being no further business, the meeting was adjourned at 12:07 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
OCTOBER 21, 2019**

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
MEMORANDUM OF UNDERSTANDING;
HOLLYWOOD BURBANK AIRPORT AIR QUALITY IMPROVEMENT PLAN**

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission to approve a voluntary Memorandum of Understanding ("MOU") with the South Coast Air Quality Management District ("SCAQMD") and to approve an Air Quality Improvement Plan ("AQIP") to minimize and reduce air emissions related to non-aircraft mobile source activities at the Airport.

BACKGROUND

The 2016 Air Quality Management Plan ("AQMP") is the latest regional blue-print for achieving federal and state air quality standards in the South Coast Air Basin ("Basin"). Included in the 2016 AQMP is control measure MOB-04, which addresses emission reductions at commercial airports. This control measure is intended to help achieve the emission reductions attributed to California Air Resources Board's further deployment of cleaner technology measures by reducing emissions from these facilities through SCAQMD's actions (e.g., indirect source rules or other programs). Following the adoption of the 2016 AQMP, SCAQMD staff collaborated with the Authority and certain other airport operators in the Basin (i.e., Long Beach Airport, Ontario International Airport, John Wayne International Airport, and Los Angeles International Airport) to develop a voluntary MOU approach for commercial airports based on the development of voluntary AQIPs for non-aircraft emissions. Aircraft emissions are not a part of the Airport's MOUs and AQIPs as aircraft operations are under federal jurisdiction.

Over the past year, SCAQMD staff held four working group meetings and many individual collaboration meetings with the Basin airports. All Basin airports collaborated with the airlines and Airlines for America (organization that advocates for the U.S. airline industry) on data sharing and the AQIP policy development. While each airport has tailored its AQIP to address its individual needs, many common programs have been developed. These programs include 1) ground support emissions reduction programs, 2) clean construction policies, 3) converting airport-owned fleet to electric and/or super low emission vehicles, and 4) commitments to increasing electric vehicle charging infrastructure at airport facilities. As part of this collaboration effort, all Basin airports provided draft AQIPs, proposed emission reduction measures and initiatives, draft MOUs, and preliminary emission inventory data, including 2017 baseline emissions, emission forecasts in 2023 and 2031 under business as usual and AQIP implementation scenarios.

SCAQMD anticipates a modest reduction in NO_x emissions, approximately 0.52 tons per day in 2023 and an additional 0.38 tons per day in 2031, based on all AQIP measures for all Basin airports. While these emission reductions are modest, SCAQMD also recognizes other

measures will result in emission reductions that may not be easily quantifiable or State Implementation Plan ("SIP") creditable.

Hollywood Burbank Airport Air Quality Improvement Plan

Staff, working with Trifiletti and Associates ("Trifiletti"), developed a comprehensive AQIP that represents a holistic plan to reduce emissions from non-aircraft mobile sources related to airport operations. The AQIP demonstrates the Authority's long commitment to air quality reduction and sustainability, which is reflected in the Airport's operations and development plans, and which is now being documented in the AQIP (Exhibit B). The AQIP includes measures for clean fleet programs, covering a ground support equipment emissions policy, clean construction policy, airport clean fleet policy and zero-emission bus program, electric vehicle charging infrastructure program, various trip reduction programs such as the participation in the Burbank Transportation Management Organization and BUR Metrolink Shuttle Program, as well as sustainable design and construction projects.

Memorandum of Understanding

Trifiletti also helped Staff develop a MOU framework consistent with other Basin airports' voluntary agreements with SCAQMD. Staff recommends the adoption of the voluntary MOU (Exhibit B) between the Authority and SCAQMD, which establishes specific responsibilities and commitments for each party. The purpose of the MOU is to quantify the emission reduction benefits associated with the implementation of the AQIP strategies at the Airport to provide SIP credits to SCAQMD. The MOU includes a schedule for two eligible SIP creditable measures (ground support equipment policy and airport shuttle program) which specify the metrics and performance targets and timeline for implementation. Under the MOU, the Authority is committing to implement these eligible SIP creditable measures and to achieve the performance targets in these measures. The Authority is also committing to provide annual reports to SCAQMD, by June 1st of each year beginning in 2021 and through the end of MOU term in 2031, on the implementation of these measures, including the detailed equipment/vehicle data and emissions inventories with supporting methodology and calculations for emission benefits.

As part of the MOU, SCAQMD commits to quantify the corresponding SIP emission reductions associated with the two measures and to make an enforceable commitment for these reductions to the United States Environmental Protection Agency (EPA) for inclusion into the SIP. Based on the annual reports submitted by the airports, SCAQMD will also quantify the actual emission reductions for these measures for the attainment milestone years (2023, 2031) and prepare and submit the necessary documentation to EPA for tracking these reductions. SCAQMD also commits to ensure that the relevant data including the AQIPs, MOUs, annual reports submitted by the Basin airports, and SCAQMD's reports to EPA are accessible to the public. In the event that the actual emission reductions from the implementation of the two measures specified in the MOU are less than the projected emission reduction benefits, SCAQMD will be responsible for achieving the reduction shortfall.

FUNDING

At the time the FY 2020 budget was being developed, the potential cost and multiyear timing impacts of SCAQMD's required actions could not be fully estimated and no appropriations were included in the current year budget. The costs to be incurred during this fiscal year are anticipated to be de minimis. It should be noted however, that the AQIP includes voluntary measures that are subject to funding availability, sufficient infrastructure, economic reasonableness, technical feasibility, and stakeholder buy-in. In addition to Authority funds, the Authority is able to seek funding through federal, state, and local programs, including but not limited to the FAA's Voluntary Airport Low Emissions Program and other similar programs, which require emissions reductions achieved through such programs to be voluntary in nature and exceed existing obligations to achieve emissions reductions.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission that it approve the proposed MOU and the accompanying AQIP for the Airport.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT AND BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY REGARDING HOLLYWOOD BURBANK AIRPORT'S AIR QUALITY IMPROVEMENT PLAN

This Memorandum of Understanding ("MOU") is entered into by South Coast Air Quality Management District ("South Coast AQMD") and the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a joint powers agency, in its capacity as the proprietor and certificated operator of the Bob Hope Airport, commonly known as Hollywood Burbank ("BUR" or "Airport"). The Authority and South Coast AQMD shall be referred to collectively as Parties (each a Party) to this MOU.

I. RECITALS

A. RECITALS BY SOUTH COAST AQMD

1. Air Regulatory Agencies. Air pollution remains a significant public health concern in many parts of California, and specifically in the South Coast Air Basin (Basin). South Coast AQMD, California Air Resources Board (CARB), and the United States Environmental Protection Agency (USEPA) are the regional, state, and federal regulatory agencies, respectively, with jurisdiction over air quality in the Basin. South Coast AQMD and CARB have developed and approved the 2016 Air Quality Management Plan (AQMP) for the Basin for incorporation into the California State Implementation Plan (SIP). The 2016 AQMP has been submitted to USEPA and is pending its approval.
2. South Coast AQMD. South Coast AQMD is the regional air pollution control agency primarily responsible for reducing air pollution in the Basin, which consists of the County of Orange, and the non-desert portions of the Counties of Los Angeles, Riverside, and San Bernardino. BUR is located within the Basin.
3. Need for Emission Reductions. The Basin is classified as an extreme non-attainment area for the 1997 and 2008 8-hour ozone national ambient air quality standards (NAAQS) with statutory deadlines to reach attainment by 2023 and 2031, respectively. Despite significant air quality improvements achieved over the last several decades, to meet these standards, emissions of oxides of nitrogen (NOx) must be reduced by 45% in 2023 and 55% in 2031 as outlined in the 2016 AQMP, adopted by South Coast AQMD Governing Board in March 2017. The 2016 AQMP included Control Measure MOB-04 (Emission Reductions at Commercial Airports), with the goal of achieving emission reductions from commercial airports through implementation of voluntary airport strategies.
4. Emissions from Sources at Commercial Airports. Emissions associated with operations at commercial airports contribute to adverse air quality in the Basin, primarily due to airport-related mobile source activities. These sources include aircraft, cargo trucks, ground support equipment (GSE), off-road vehicles, shuttle buses, and passenger vehicles. Therefore, NOx

emission reductions from commercial airports can assist with the effort to attain the ozone standards in 2023 and 2031.

B. RECITALS BY THE AUTHORITY

1. Airport. The Authority is the proprietor and certificated operator of BUR.
2. Airport Obligations. The Authority has entered into this MOU pursuant to its proprietary and governmental powers and authority under the State Aeronautics Act (California Public Utilities Code Sections 21001, et seq.).
3. Management and Operation. The Air Quality Improvement Plan (AQIP) and this MOU reflect the experience of the Authority in the management and operation of the Airport including extensive experience with the federal government, commercial aviation operators, general aviation operators and suppliers, the community, local public entities, and the residents of areas in the general vicinity of BUR.
4. Responsibility to Community. The MOU supports and is made in recognition of the importance of BUR to the economic health and well-being of the community surrounding BUR and the importance of balancing the needs of the community for adequate commercial air transportation facilities with environmentally responsible air transportation operations at BUR.
5. Statement of Intent. The Authority's consideration of the matters and issues referred to in this MOU is not intended as a statement that such matters and issues are the only ones considered by the Authority in connection with the formulation of the AQIP and this MOU. Rather this MOU reflects consideration by the Authority of all of its state and federal obligations and responsibilities as the proprietor of the Airport and addresses only those emission sources that the Airport believes it can reasonably affect.
6. Air Quality Improvement Plan (AQIP). The Authority has developed its own voluntary AQIP, with technical support provided by South Coast AQMD. The AQIP represents the Authority's best efforts to develop programs and strategies for reducing NOx emissions from airport mobile source operations based on its existing authority over airport emission sources. The AQIP includes specific initiatives and measures for certain non-aircraft emission sources operating at the Airport.
7. Emissions Inventory - The BUR AQIP includes the 2017 base year emissions inventory and 2023 and 2031 business as usual emissions forecasts as well as the 2023 and 2031 forecasts that include the projected estimates of emissions benefits from voluntary airport AQIP measures with quantifiable emission reductions. The AQIP provides an emissions inventory only for non-aircraft airport sources for which the AQIP includes specific voluntary airport measures and initiatives (i.e., ground support equipment, fuel/delivery trucks, on-road and off-road airport fleet vehicles, shuttle buses, and passenger transportation). The Authority has provided the AQIP with supporting calculations to South Coast AQMD.

C. JOINT RECITALS

1. Purpose of MOU

The purpose of this MOU is to set forth how the Parties, consistent with their respective legal authorities, intend to quantify the emission reduction benefits in the Basin through the implementation of the voluntary airport strategies developed by the Authority under the AQIP and MOU, and adopted by the Authority on [INSERT DATE]. Attachment A, "MOU Schedules," sets forth the specific voluntary airport AQIP measures that are subject to the MOU. This MOU does not create SIP creditable reductions; rather, it identifies specific voluntary airport AQIP measures and provides the means for South Coast AQMD to quantify the emission reductions from these voluntary airport AQIP measures to obtain SIP credits. The MOU is not intended to limit Airport growth. A central objective of the AQIP and MOU is to generate NO_x reductions, and corresponding reductions of associated pollutants from non-aircraft airport mobile sources.

- a. MOU Schedules 1 and 2, specified in Attachment A, establish metrics for quantification of emission benefits associated with implementation of voluntary airport AQIP measures for each emission source category consistent with the 2023 and 2031 dates for attainment of the ozone standards.
- b. The Parties agree the MOU does not: (1) Establish an emissions cap or any other facility-wide limit for NO_x, or any other pollutant; (2) Obligate the Airport to provide a facility-wide inventory of NO_x or VOC emissions; however, the Parties agree to continue to work together in developing inventories of airport emission sources to support the development of future AQMPs outside of the AQIP/MOU process; or (3) Limit the Authority's ability to seek incentive or grant funding through federal, State and local programs, including but not limited to the FAA Voluntary Airport Low Emissions (VALE) program and other similar programs, which require emissions reductions achieved through such programs to be voluntary in nature and exceed existing obligations to achieve emissions reductions.
- c. The emission reduction benefits from the voluntary airport AQIP measures in Attachment A may be used by South Coast AQMD to obtain SIP credit to the extent the emission reduction benefits quantified by South Coast AQMD for these measures satisfy USEPA's integrity elements (i.e., the emission reductions are quantifiable, surplus, permanent, and enforceable). South Coast AQMD may seek SIP credit for the quantified emission reductions through a separate SIP submittal.
- d. The Parties agree that South Coast AQMD, and not the Authority, will rectify any shortfall in prospective emission reductions from the voluntary airport AQIP measures specified in Attachment A.
- e. The Parties specifically disavow any desire or intention to create any third-party beneficiary under this MOU, and specifically declare that no person or entity shall have any remedy or right of enforcement.

2. MOU Public Process

- a. Following the adoption of the 2016 AQMP, South Coast AQMD staff held a series of public working group meetings to solicit comments on implementing Control Measure MOB-04 for commercial airports. Based on input received during the public process, South Coast AQMD staff developed a recommendation for South Coast AQMD Governing Board for the development of an MOU with the commercial airports. In the event that the MOU approach with the airports was not successful, staff also recommended consideration of a regulatory approach for reducing emissions from commercial airports.
 - b. In May 2018, South Coast AQMD Governing Board approved staff's recommendation and directed staff to pursue an MOU approach with the commercial airports to implement 2016 AQMP Control Measure MOB-04.
 - c. South Coast AQMD staff has established an MOU Working Group (WG), consisting of representatives from South Coast AQMD, commercial airports (Los Angeles International Airport, John Wayne Airport, Ontario International Airport, Hollywood Burbank Airport, and Long Beach Airport), CARB, USEPA, environmental organizations, labor, freight industry, airlines, other stakeholders, and the public to solicit comments on the MOU development. South Coast AQMD staff will also monitor the implementation of this MOU and provide reports to USEPA. In addition, South Coast AQMD may utilize other well-established means of communication, including South Coast AQMD website, Subscribers lists, and Governing Board and Committee meetings, for disseminating information concerning the status of MOU implementation.
 - d. The MOU is developed through the public process outlined above for consideration by South Coast AQMD Governing Board and the Authority Commission.
3. **MOU Applicability.** The MOU (1) addresses only those initiatives and measures included in the BUR AQIP identified in Attachment A, and (2) does not supersede rules that are established by USEPA or CARB, or legal, regulatory, or contractual obligations that the Airport is subject to such as U.S. Department of Transportation (USDOT) or Federal Aviation Administration (FAA) regulations; federal statutes, including the Anti-Head Tax Act (AHTA), the Federal Aviation Act, and the Airline Deregulation Act; international treaties; or the doctrines of federal preemption, the dormant Commerce Clause, and the Supremacy Clause.
- a. **Excluded Sources.** Nothing in the AQIP or this MOU is intended or shall be interpreted to regulate or otherwise apply to (1) any source that is not specifically identified as a AQIP Source in Attachment A, including aircraft, inclusive of Auxiliary Power Units (APUs), aircraft engines or any other aircraft parts or systems, or (2) the operation of any source that is not specifically identified as a AQIP Source in Attachment A, namely aircraft, inclusive of APUs, aircraft engines, or any other aircraft parts or systems, either in flight or on the ground, including while taxiing or parked

at an aircraft gate, remain-overnight (RON) position, maintenance facility, or any other airport location, or (3) any and all activities associated with General Aviation (GA) operations including aircraft, GA related GSE and vehicles and equipment. For purposes of the AQIP and this MOU, GA is defined as all civil aviation operations *except*: operations by 14 C.F.R Part 121 commercial carriers and regularly scheduled air services.

II. NOW, THEREFORE, in consideration of the mutual interests and benefits of all Parties to be derived from emissions reductions of NO_x, and corresponding anticipated reductions to other pollutants, including VOC and PM, resulting from the implementation of the strategies identified in the voluntary AQIP, the Parties hereto agree as follows:

A. AUTHORITY'S RESPONSIBILITIES

The Authority agrees to take the following actions:

1. AQIP Implementation. Implement AQIP voluntary airport measures identified in Attachment A, Schedules 1 and 2.
2. Monitoring and Reporting. Monitor the implementation of voluntary airport AQIP measures and provide data and annual emissions inventory reports to South Coast AQMD as described in Attachment A, Schedules 1 and 2.
3. Incentives. Provide monetary or non-monetary incentives for non-aircraft airport mobile sources to the extent possible and as included in the AQIP. Nothing in this MOU requires the Airport to provide incentives.
4. Funding. Support grant funding efforts with potential funding sources that may provide funding for the voluntary airport AQIP measures, at the Authority's discretion.

B. SOUTH COAST AQMD'S RESPONSIBILITIES

South Coast AQMD agrees to take the following actions:

1. Technical Analyses for SIP Credit from AQIP emission reductions. South Coast AQMD will provide the necessary documentation and technical analysis with respect to the calculation of the emission reductions benefits attributable to the voluntary airport AQIP measures identified in Attachment A. This would include, but not be limited to, an analysis of the AQMP/SIP baseline for affected airport sources, emission reductions achieved through AQIP measures in Attachment A based on the AQIP inventories, and an estimation of emissions reductions benefits and corresponding SIP credits. Factors to be considered for purposes of calculating the emission reductions benefits attributable to the voluntary airport AQIP measures in Attachment A shall include, but not be limited to: growth forecasts from the airports, implementation schedules for voluntary airport AQIP measures, the availability of funding for relevant incentives programs, and the technical and economic feasibility of specific voluntary airport AQIP measures.
2. Federal Enforceability. To the extent necessary to obtain SIP approval, South Coast AQMD will provide federally enforceable commitments in a SIP update document that is separate from this MOU to USEPA after approval by the South Coast AQMD and the CARB Boards. South Coast AQMD will monitor, assess, and report emission reductions benefits from the voluntary airport AQIP measures identified in Attachment A to USEPA.

3. **Responsibility for Shortfall.** South Coast AQMD shall be solely responsible to make up any emissions reduction shortfalls that may occur in the event that the actual voluntary airport AQIP emissions reduction benefits do not achieve the estimated emissions reduction benefits projected for implementation of the voluntary airport AQIP measures specified in Attachment A. South Coast AQMD will also commit to adopt and submit substitute measures to USEPA to remedy any potential emission reduction shortfall associated with implementation of the AQIP measures identified in Attachment A. The Authority shall have no obligation(s) and/or requirement(s) to implement any substitute measures to remedy any potential emission reduction shortfall associated with implementation of the AQIP measures identified in Attachment A, unless otherwise mutually agreed on by both Parties. Notwithstanding the above, the Authority and South Coast AQMD agree that, in the event that the actual emission reductions associated with implementation of voluntary AQIP measures in Attachment A are less than the emissions reduction benefits projected for implementation of these voluntary AQIP measures, the Authority and South Coast AQMD will work together to consider potential new or enhanced programs, or better efforts to quantify existing programs, to help South Coast AQMD address any shortfalls.
4. **Funding.** South Coast AQMD, at its Governing Board's discretion, will support grant funding efforts with potential funding sources that may provide funding for the voluntary airport AQIP measures.
5. **Monitoring.** South Coast AQMD will monitor and assess the implementation of SIP creditable AQIP measures based on information provided by the Authority as outlined in Schedules 1 and 2 in Attachment A.
6. **Information Sharing.** South Coast AQMD will provide the means for ensuring that emission reduction data and other pertinent information related to the implementation of SIP creditable AQIP measures are fully accessible to the public and USEPA.

C. **MOU SCHEDULES**

The voluntary airport AQIP measures for which South Coast AQMD may quantify emission reductions and seek SIP credit through a separate SIP submittal are identified in Schedules 1 and 2 in Attachment A and are incorporated as part of this MOU:

1. MOU SCHEDULE NO. 1 - GROUND SUPPORT EQUIPMENT
2. MOU SCHEDULE NO. 2 – ZERO-EMISSION SHUTTLE BUS PROGRAM

Each Schedule focuses on the voluntary airport AQIP measure and time frame aligned with the AQMP and SIP emission reduction target dates (i.e., 2023 and 2031), and includes technical details pertinent to the equipment category such as:

- Metrics or performance targets

- Schedule for program implementation
- Annual reporting by the Authority to South Coast AQMD

Variations in the nature of information and data needed for each of the source measures may be addressed with focused and adaptive revisions to the individual equipment category schedules and may be revised by mutual agreement of the Parties without modifying this MOU.

- D. TERM OF MOU. This MOU shall be in full force and in effect when signed by all Parties following their respective required authorization processes. The initial term of this MOU shall expire on December 31, 2031 unless terminated earlier pursuant to Section II.E, below. Prior to expiration of this MOU, all Parties agree to meet to evaluate the need for continuing participation. If all Parties agree that continuing participation is desirable, they shall negotiate for their respective Boards' approval, a written extension of the term of this MOU, and any applicable additional MOU Schedules.
- E. WITHDRAWAL AND EARLY TERMINATION. If any Party to this MOU determines that it wishes to no longer be a party to this MOU, then the Party shall provide notice to the other Party at least ninety (90) days in advance of the specified date of termination of the MOU. The Parties commit to work together to resolve any issues and to negotiate an updated MOU at least thirty (30) days in advance of the specified date of termination of the MOU. If the Parties are unable to reach agreement, the MOU shall terminate on the date specified in the notification.
- F. ENFORCEABILITY. The Parties agree to implement the provisions in the MOU. The Parties agree that implementation of the measures specified in Attachment A is not to be construed as a regulation or requirement of South Coast AQMD. In the event that any party fails to meet its commitment(s) or anticipates an inability to meet its commitment(s), the Party shall provide notice to the other Party within sixty (60) days of such determination and seek to negotiate a mutually agreeable solution within ninety (90) days of the date of the Notice. The Parties shall continue to comply with all other commitments under this MOU during the negotiations. Nothing contained in this paragraph is intended to limit any rights or remedies that the Parties may have under law. The Parties shall attempt in good faith to resolve any controversy that may arise out of or relating to this MOU. If a controversy or claim should arise that cannot be resolved informally by the respective staffs, executive level representatives of the Parties will meet at least once in person and, in addition, at least once in person or by telephone to attempt to resolve the matter. The Representatives will make every effort to meet as soon as reasonably possible at a mutually agreed time and place.
- G. NOTICES. All notices that are required under this MOU shall be provided in the manner set forth herein, unless specified otherwise. Notice to a Party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by U.S. Certified Mail, Return Receipt Requested, or a nationally recognized overnight courier service. Notice shall be deemed to be received when delivered (written receipt of delivery).

South Coast AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Assistant Deputy Executive Officer - Planning,
Rule Development & Area Sources

Authority: [INSERT ADDRESS]
Attn: [INSERT NAME]

- H. AVAILABLE FUNDING. Each Party shall be responsible for its respective costs associated with this MOU and acknowledges that the commitments contained herein by the other Party are subject to the availability of appropriated funds. No Party will submit a claim for compensation to any other Party, or otherwise seek reimbursement of costs from any other Party, for activities carried out pursuant to this MOU.
- I. FUTURE AGREEMENTS. This MOU does not restrict any future agreements between the Parties with respect to the subject matter stated herein or any other subject matter.
- J. JOINT WORK PRODUCT. This MOU shall not be construed against the Party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all Parties had jointly prepared this MOU and it shall be deemed their joint work product.
- K. RECITALS. Each of the Recitals is incorporated into this MOU.
- L. ENTIRE UNDERSTANDING. This MOU, including all attachments, constitutes the entire understanding between the Parties and supersedes all other agreements, oral or written, with respect to the subject matter herein. This MOU shall not be amended except in writing, signed by the Parties which expressly refers to this contract.
- M. VENUE. This MOU shall be construed and interpreted, and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this MOU shall be Los Angeles County, California, USA.
- N. SEVERABILITY. If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- O. ATTORNEYS' FEES. In the event any action is filed in connection with the enforcement or interpretation of this MOU, each Party shall bear its own attorneys' fees and costs.
- P. AUTHORITY. Except as expressly stated herein, nothing in this MOU shall be construed as a waiver of any Party's discretionary authority or deemed to restrict authority granted to any Party under law in any way with respect to future legislative, administrative, or other actions.

- Q. VOLUNTARY AQIP. The Parties agree that the Airport's AQIP measures in Attachment A are voluntary and are not to be construed as a regulation or requirement of South Coast AQMD.
- R. MOU Modification. This MOU may be subsequently modified at any time, but no modification shall be valid or binding unless made in writing and signed by authorized representatives of both Parties.
- S. COUNTERPARTS. The signature pages of this MOU are being executed in counterparts by authorized signatories of the Parties following the approvals by their respective public agency governing boards. When both Parties have signed, all executed counterparts taken together shall constitute one and the same instrument.
- T. AUTHORIZED SIGNATURES. Each signatory of this MOU represents that s/he is authorized to execute on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.
- U. NO ENFORCEMENT AGAINST THIRD PARTIES. South Coast AQMD shall not seek to enforce the measures and new initiatives specified in Attachment A or any of the measures or new initiatives in the AQIP or any of its terms against BUR's tenants, concessionaries, third party licensees, vendor, or other relevant operators doing business at BUR facilities.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

By _____
Name: Dr. William Burke
Title: Chairman, South Coast Governing Board

By: _____
Name: Ray Adams
Title: President

Date: _____, 20__

Date: _____, 20__

Attest _____
Name:
Title:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: _____, 20__
BAYRON T. GILCHRIST,
General Counsel

By: _____
Richards Watson & Gershon
A Professional Corporation

By _____
Name:
Title:

Date: _____, 20__

ATTACHMENT A

MOU SCHEDULE NO. 1 – GROUND SUPPORT EQUIPMENT

This MOU Schedule No. 1 is based on the Authority's AQIP measure for ground support equipment 1.

- I. PROGRAM DESCRIPTION – Require that all ground support equipment associated with commercial operations achieve fleet average hydrocarbon plus NO_x combined emission factors of 1.92 and 0.82 g/bhp-hr in 2023 and 2031, respectively.
- II. PROGRAM TIMEFRAME - Upon execution through 2031.
- III. AIRPORT OBLIGATIONS – The Authority agrees to:
 - A. Implement the measure by working with airport tenants to achieve the above performance targets by the specified dates through accelerated turnover to cleaner equipment. Airport shall have complete discretion as to mechanisms used to implement this measure. Such mechanisms may include leases, licenses, operational requirements, or other agreements.
 - B. Beginning in 2021, and every year thereafter through 2031, provide the following information to South Coast AQMD on an annual basis by June 1 for each preceding calendar year:
 1. List of ground support equipment as provided by airlines operating at BUR with the following information:
 - a. Equipment ID
 - b. Equipment type
 - c. Fuel type
 - d. Engine model year
 - e. Power rating (hp or kW)
 - f. Engine tier level (for diesel engines)
 - g. Annual activity data
 2. An annual emission inventory for all ground support equipment associated with commercial operations at BUR, including methodology and calculations.
- IV. SOUTH COAST AQMD OBLIGATIONS – South Coast AQMD agrees to:

1 Ground Support Equipment or "GSE" is any vehicle or equipment used to support aircraft operations that is subject to, or included in compliance plans to meet, the requirements of the California Air Resources Board (CARB) In-Use Off-Road Diesel (ORD) Vehicle Regulation Program, CARB Off-Road Large Spark-Ignition (LSI) Engine Fleet Requirements Regulation Program, or CARB Portable Equipment Registration Program and associated Portable Diesel Engine Airborne Toxic Control Measure. Furthermore, GSE as defined here only includes equipment that is not subject to compliance with SCAQMD Rule XX – RECLAIM, or included in a mobile source emission reduction credit program under SCAQMD Rule XVI.

- A. Verify emission reductions from the implementation of this AQIP measure in order to determine actual emission reductions.
- B. Ensure that any emission reduction data related to this AQIP measure and other pertinent information are accessible to the public and USEPA.

MOU SCHEDULE NO. 2 –ZERO-EMISSION SHUTTLE BUS PROGRAM

This MOU Schedule No. 2 is based on the Authority's AQIP SIP creditable measure for zero-emission buses at BUR.

- I. **PROGRAM DESCRIPTION** –Replace 50% and 100% of BUR-owned and operated buses with electric buses by 2023 and 2031, respectively.
- II. **PROGRAM TIMEFRAME** - Upon execution through 2031.
- III. **AIRPORT OBLIGATIONS** – The Authority agrees to:
 - A. Replace shuttle buses to meet the specified targets.
 - B. Beginning in 2021, provide the following information to South Coast AQMD on an annual basis by June 1 for each preceding calendar year:
 1. List of shuttle buses operating at BUR with the following information:
 - a. Vehicle Identification Number
 - b. Vehicle model year
 - c. Gross Vehicle Weight Rating
 - d. Fuel type
 - e. Odometer reading
 - f. Annual vehicle miles travelled
 2. An emission inventory for shuttle buses, including methodology and calculations.
- IV. **SOUTH COAST AQMD OBLIGATIONS** – South Coast AQMD agrees to:
 - A. Verify emission reductions from the implementation of this SIP creditable AQIP measure by the Authority in order to determine actual emission reductions.
 - B. Ensure that any emission reduction data related to this AQIP measure and other pertinent information are accessible to the public and USEPA.

EXHIBIT B
BUR AQIP Measures and Initiatives
CLEAN FLEET PROGRAMS

1. Ground Support Equipment Emissions Policy

Airlines and other entities own and operate GSE² to support arriving, departing, and parked aircraft at BUR. BUR will enact a GSE Policy to ensure that BUR achieves the airport wide GSE Emissions Targets. BUR will achieve an airport average composite emissions factor for its GSE fleet which is equal to or less than 1.92 horsepower-hour of hydrocarbons plus nitrogen oxides (g/hp-h of HC plus NOx) by January 1, 2023, and 0.82 g/hp-h of HC plus NOx by January 1, 2031. Upon achieving the 2023 and 2031 Emissions Targets, each GSE operator shall be required to ensure its fleet average continues to meet the BUR Emissions Targets. A GSE operator's "Burbank Airport GSE fleet" is comprised solely of GSE operated at BUR. Emissions performance of GSE operating at BUR cannot be averaged with emissions performance of GSE operating at other airports to demonstrate compliance with the BUR GSE Emissions Targets.

BUR GSE Emissions Targets

- 1.92 g/hp-h of HC plus NOx by January 1, 2023.
- 0.82 g/hp-h of HC plus NOx by January 1, 2031.

Implementation Plan

The GSE operators are to maintain In-Use Off-Road Diesel (ORD), LSI, and Portable Engine Airborne Toxic Control Measure (ATCM) data as required by CARB regulations. "Low-Use" GSE may be excluded from GSE fleet average emission calculation. The criteria defining Low-Use GSE shall be based on the applicable program (i.e. ORD, LSI, ATCM). The CARB ORD compliance requirements set forth specific emissions targets and allow, in the event that an annual emissions target is not achieved by a fleet owner, alternative compliance strategies such as application of Best Available Control Technology (BACT) and vehicle "turnover" (i.e., vehicle retirement, conversion to "low-use," repowering, or rebuilding engines to comply with more stringent emission limits). BUR may adopt CARB alternative compliance strategies when evaluating a GSE operator's status and efforts towards achieving the 2023 and 2031 Emissions Targets.

To encourage and support the conversion to and/or use of alternative fuel low emissions GSE technology, BUR staff, in consultation with GSE operators, will analyze the extent to which additional infrastructure to support the use of alternative fuel low-emission GSE technology is needed. Where appropriate and in consultation with GSE operators, BUR may make available such additional infrastructure. BUR acknowledges that some of the GSE operators have already installed electricity infrastructure and charging stations on their own and that some GSE operators may desire to use their own electricity infrastructure and charging stations or may be required as part of lease renewals to help upgrade such infrastructure.

² Ground Support Equipment or "GSE" is any vehicle or equipment used to support aircraft operations that is subject to, or included in compliance plans to meet, the requirements of the CARB In-Use ORD Vehicle Regulation Program, CARB Off-Road LSI Engine Fleet Requirements Regulation Program, or CARB Portable Equipment Registration Program and associated Portable Diesel Engine ATCM. At BUR, the Airport, airlines and other entities own and operate GSE to support arriving, departing, and parked aircraft.

Reporting/Monitoring and Enforcement

BUR, in consultation with the GSE operators, shall develop an agreed upon reporting approach, related rules and regulations, and lease and license agreements to carry out this policy.

2. Clean Construction Policy

For all Capital Improvement Projects (CIP) Projects, BUR will ensure contractor follow clean construction policies to reduce emissions of NOx such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non-essential trips through better schedule coordination. By 2020, BUR will require all CIP contractors submit clean construction plans and comply with the following requirements:

- On-road medium-duty and larger diesel-powered trucks with a gross vehicle weight rating of at least 14,001 pounds shall comply with USEPA 2010 on-road emissions standards for PM10 and NOx. Contractor shall be required to utilize such on-road haul trucks or the next cleanest vehicle.
- All off-road diesel-powered construction equipment greater than 50 horsepower shall meet, at a minimum, USEPA Tier 4 (final) off-road emissions standards. Contractor shall be required to utilize Tier 4 (final) equipment or next cleanest equipment available.
- The on-road haul truck and off-road construction equipment requirements shall apply unless certain deemed infeasible by BUR, and contractor provides a written finding consistent with project contract requirements.
- All diesel-fueled equipment will be outfitted with best available emissions control devices where technologically feasible; applies to off-road equipment (such as construction machinery), diesel-fueled on-road vehicles (such as trucks), and stationary diesel-fueled engines (such as electric generators).
- Contractor shall utilize grid-based electric power at the construction site where feasible. If diesel- or gasoline-fueled generators are necessary, generators using "clean burning diesel" fuel and exhaust emission controls shall be utilized.
- Rock-crushing operations and construction material stockpiles shall be located away from airport adjacent residents.
- Contractor shall designate a person or persons to monitor construction-related measure through direct inspections, record reviews, and investigations of complaints.

Clean Construction Policy Targets

- 100% compliance with Clean Construction Policy and each contractor's fleet of construction vehicles and equipment achieving 90% Tier 4 Final and 10% Tier 4 Interim by 2023.
- 100% compliance with Clean Construction Policy and each contractor's fleet of construction vehicles and equipment achieving 100 % Tier 4 Final by 2031.

Reporting/Monitoring and Enforcement

Procurement documents will require compliance with BUR Clean Construction Policy. Each construction company shall submit a compliance plan for all above policies. Project manager will be required to monitor compliance during construction, and report compliance annually.

3. Airport-Owned Clean Fleet

BUR is committed to operate a clean vehicle fleet, and to secure emission reductions. The Clean Fleet Program Policy covers BUR-owned vehicles, except those used for safety purposes, such as police and fire vehicles.

The Clean Fleet Program Policy will require BUR to purchase new sedans powered by electricity. As vehicles are replaced with the new electric sedans, the percent of electric vehicles in BUR's light-duty vehicle fleet will increase with the objective being a 100% conversion by 2031. While there are no available all electric options for light duty trucks or mini-vans, BUR will explore zero-emission options for other light-duty vehicles, such as trucks and mini-vans.

BUR will convert all airport-owned medium or heavy-fleet to vehicles to be certified at SULEV or cleaner standards by January 2023. Beginning in Fall 2019, the Airport will purchase commercially available passenger car, light-duty truck, or medium-duty vehicles that are certified at ultra-low-emission standards (SULEV) or cleaner when adding or replacing a vehicle in its fleet.

The Clean Fleet Program Policy will also require that BUR, when purchasing new buses providing transportation for guests traveling off airport and between airport parking and the passenger terminal, only purchases buses powered by electricity. As the existing buses are replaced with the new electric buses, the percent of electric vehicles in BUR's bus fleet will increase with the objective being a 100% conversion.

Targets

- BUR will voluntarily increase purchase of EV Sedans, Medium and Heavy-Duty Vehicles, and commit that all new sedan purchases to be EV starting in 2021 and convert all sedan fleets to be EV by 2023. BUR will voluntarily also increase the medium and heavy-duty fleets with the goal of achieving 50% EV by 2031.
- BUR will convert Airport Shuttle Bus Fleets to achieve 50% electric fleet by 2023, and 100% by 2031.

Reporting/Monitoring and Enforcement

BUR procurement specifications shall be consistent with the Clean Fleet Targets. BUR will identify new infrastructure and equipment needs to support the fleet conversion as part of the implementation of the Clean Fleet Program Policy. BUR will annually audit vehicle purchases and the recycling program to determine compliance with the policy. BUR will report compliance with this policy annually.

4. Electrical Charging Infrastructure

BUR will increase electric vehicle chargers in its existing and future parking structures and parking areas. This policy is designed to increase the electric vehicle trips by increasing the electrical vehicle charging operations.

Targets

- For all new parking structures constructed at BUR, BUR will voluntarily increase electrical charging infrastructure to achieve 5% of total parking inventory equipped with EV Charging infrastructure based on regulatory ability and available power capacity from the City of Burbank.
- BUR will voluntarily increase EV charging infrastructure for 5% of total parking inventory by 2031.

Reporting/Monitoring and Enforcement

BUR will monitor electrical vehicle use of the charging operations and determine an average daily number of vehicles that utilize the facilities. BUR will develop an Electric Vehicle Supply Equipment (EVSE) master plan including a building electrical capacity assessment and identify roles and responsibilities related to purchasing, installing, maintaining and replacing EV charging stations. BUR will analyze the utilization of the existing electrical charging facilities and estimate future needs by taking into consideration the increase in commercialization of electric vehicles and future visit times and lengths of stays and develop a policy for increasing electrical charging opportunities. BUR will determine the number of electrical charging parking spaces that need to be available, type and level of charging-equipment that needs to be offered, optimum location(s) of the charging stations, anticipated charging hours necessary, control of charging times to avoid adding load during high-peak periods (i.e., congestion charging, etc.), and future expansion.

BUR will explore grant funding to support EV infrastructure. BUR will collaborate with external stakeholders in a regional response to EV infrastructure challenges and will program supporting infrastructure for subsequent development.

TRIP REDUCTION PROGRAMS

5. The Regional Intermodal Transportation Center

BUR recently developed the Regional Intermodal Transportation Center (RITC) to provide a consolidated rental car facility, create a direct rail connection, include ground level bus station and a new parking structure. Metro Bus and Burbank Bus stop in the bus turn-around area on the ground level of the RITC. Additionally, Amtrak and Metrolink passengers stopping at the Burbank Airport-South Train Station are able to access the RITC via an Empire Avenue street crossing that leads straight to elevator and escalator access to the elevated walkway. The RITC eliminates the need for rental car shuttles and promotes transit by linking all these transportation networks into a centralized public transportation hub. It is estimated that the RITC saves rental car companies 700,000 annual trips within the Airport environs.

6. Burbank Airport Employee Ride Share Policy

BUR will join the Burbank Transportation Management Organization (BTMO), which will serve all Airport employees and all Airport tenant employers, including employers with less than 250 employees. BUR will also encourage Airport tenant employers to actively participate and join the BTMO as individual members as well.

Employee Trip Reduction Target

- BUR will continue to participate and join the BTMO and work to reduce employee trips through increased employee rideshare, transit use and alternative mode share, with the goal of increasing employee rideshare.

Reporting/Monitoring and Enforcement

In 2019, BUR will join the BTMO and encourage Airport tenant employers to join. BUR will work with the BTMO to determine existing average vehicle ridership (AVR) of Airport employees and participating Airport tenant employees to annually monitor the change in AVR for employees. BTMO will conduct annual reviews and help tailor employee trip reduction strategies, which may include 1) Metro's Guaranteed Ride Home, Employer Transit Pass, Vanpool and Online Ride-matching programs, 2) development of start-up subsidies for vanpools and vanpool riders, 3) participation in regional events such as Bike & Walk to Work Day and Rideshare Week, 4) custom on-site events, 5) bike commuting skills/ safety course taught by certified instructor, 6) Multi-modal Transportation Resource Fair, 7) 'Try Transit' Outings, 8) assistance with the League of American Bicyclists Bicycle Friendly Business application, 9) fully-stocked display of transit, bike and carpool resources for worksite, and 10) bi-weekly electronic updates on relevant construction, transit route and fare changes.

The BTMO will produce an annual report that summarizes BUR's employee travel behavior, and BUR will consider additional tailored services by the BTMO to achieve BUR Employee Trip Reduction Targets.

7. Burbank-Metrolink Shuttle Connection Program

BUR encourages employees and air passengers to take the Metrolink train to and from the Airport. BUR is committed to continuing the BUR-Metrolink Shuttle Program, which includes the continuation of a pilot shuttle service to nearby Metrolink stations and on-demand shuttle services from the passenger terminal to Metrolink Stations. BUR will continue the marketing and public information dissemination to encourage increased train ridership, including the utilization of paid media, digital billboards, social and paid media, transit ads and direct mail. BUR will also work with Metrolink communications and support marketing of such services through airline partnerships, city business associations, visitor and convention bureaus.

Target

BUR will continue to provide Metrolink Shuttle Connections Programs to achieve increased transit ridership through 2023 and 2031.

Reporting/Monitoring and Enforcement

BUR will work with Los Angeles Metropolitan Transportation Authority and Metrolink to determine ridership to the Airport for applicable lines on an annual basis. BUR will continue its on-demand shuttle service program from the passenger terminal to Metrolink stations, utilize media to encourage increased train ridership to the Airport, and evaluate whether additional shuttle services will increase train ridership. BUR will report compliance with this policy annually.

SUSTAINABLE DESIGN PROGRAMS

8. BUR Replacement Terminal Project

To reduce overall airport operational emissions, BUR will design, build, and deliver the Replacement Terminal Project in an environmentally responsible and resource-efficient manner throughout the project's life cycle, from the initial design, construction, operation, and maintenance phases.

Target

BUR will develop a Sustainable Design Standard Policy for the Airport's Replacement Terminal Project, requiring the project to achieve LEED Silver certification or better, or the CalGreen equivalent of LEED Silver or better.

Reporting/Monitoring and Enforcement

BUR will include the Sustainable Design Policy requirements as part of its procurement for Replacement Terminal Project construction contracts. BUR will develop a LEED monitoring checklist and assessment tool to ensure Replacement Terminal Project is constructed in accordance with LEED Silver standards at a minimum. At key construction phases the project manager shall be required to submit the monitoring forms to BUR for review and comment, and to ensure the project is constructed in accordance with LEED Silver standards. BUR will provide compliance reports upon completion of Replacement Terminal Project.

9. BUR Sustainable Hangar Project

BUR is home to the world's first solar powered, LEED Platinum rated airplane hangar. Hangar 25 received LEED Platinum certification, making it the most sustainable airline hangar in the world. Its solar powered roof system provides 110% of Hangar 25's energy needs for the maintenance of the aircraft and for electricity in the building's office areas. All hangar equipment including tow tractors, ground power units, boom and scissor lifts, forklifts, golf carts, boarding stairs, lavatory servicing units and ground air conditioning units are electrically powered. To avoid jet fuel consumption and to improve air quality, solar charging carts power the airplane. Several components in Hangar 25's structure reduce the demand for light fixture use during the day. Panels and windows absorb natural lighting, and the concrete floor, polished by diamonds instead of sealed by toxic epoxy finish, reflects the light. To meet water efficiency LEED standards, Hangar 25 operates with low-water plumbing fixtures, and its native desert landscaping demands little water. Other sustainable features include recycled building products, a Hi-Fog fire suppression system that uses water instead of chemicals to terminate fires, and seven enormous fans that cool the building during the day and circulate warm airflow at night.

Target

Hangar 25 is designed to generate 225kW of photovoltaic energy, generating 110 % of the hangar's energy needs.

Reporting/Monitoring and Enforcement

Since the hangar produces more energy than it uses, excess energy is sent to the Burbank power grid, providing clean energy for an estimated 50 homes. BUR will work with the Hangar 25 tenant to provide energy assessment reports, estimating the amount of clean energy produced annually.

10. RITC Solar Facility

The RITC's approximate 4-acre roof structure can accommodate an array of solar panels with peak capacity of 2,200 MWh. The RITC roof will integrate a mounted 2.0 million-watt photovoltaic system that will help achieve the LEED Gold certification and significantly reduces the burden on local utility companies. Burbank Water and Power (BWP) is responsible and permitted to install and operate these panels.

Target

Upon BWP's implementation of the solar panels at RITC, BUR will support BWP to operate at the greatest capacity accommodated for at the RITC to the extent feasible.

Reporting/Monitoring and Enforcement

Once BWP implements solar panels at the RITC, BUR will provide assessment reports estimating the amount of clean energy produced annually.

AQIP IMPLEMENTATION AND ASSESSMENT

BUR will lead the implementation of the initiatives and measures through its Planning & Development, and Environmental Affairs Department. The Airport Environmental Manager within that department will be responsible for coordinating the Airport's efforts for the initiatives and measures as described in this AQIP. The approach will be developed and refined on a case-by-case basis given the variety of Airport operations, tenants, and third parties that may be involved for each initiative and measure.

BUR will assess the progress of each initiative and measure on an annual basis. Information relative to each initiative and measure will be collected routinely to provide an annual assessment of progress towards the initiative or measure targets.

Summary of AQIP Benefits

AQIP Element	AQIP Targets		AQIP Metrics	NOx Emission Reductions (tpy)		Notes
	2023	2031		2023	2031	
Ground Support Equipment (GSE) Emissions Reduction Policy	1.90	0.82	Airport-wide HP-weighted g/bhp-hr NOx+HC emission factor	0.7 tpy as compared to Business-As-Usual	8.7 tpy as compared to Business-As-Usual	N/A
Clean Construction	100%	100%	Percent of construction equipment meeting at least Tier 4 Interim	1.55 tpy	N/A	A total of 5.53 tons of NOx is reduced throughout the Burbank AP Terminal Replacement project
Airport-Owned Clean Fleet	94%	N/A	Percent of non-emergency airport-owned fleet vehicles to meet or exceed SULEV standards	0.04 tpy	N/A	N/A
Burbank-Metrolink Shuttle Connection Program	3%	6%	Percent shuttle ridership	0.33 tpy	0.21 tpy	N/A
Burbank Airport Employee Ride Share Policy	3%	6%	Reduced employee trips	0.04 tpy	0.05 tpy	N/A
Electric Bus Policy	N/A	100%	Percent of bus fleet to be powered by electricity	N/A	0.09 tpy	N/A
AQIP Total Emission Benefits (NOx)	-	-	-	2.66 tpy	9.05 tpy	N/A