

RESOLUTION NO. 3062

A RESOLUTION of the Port Commission of the Port of Seattle
a) endorsing the agreement of the Seattle-Tacoma
International Airport Noise Mediation Committee
and b) authorizing the Executive Director to take
all necessary action to fulfill the terms of this
agreement.

WHEREAS, on January 8, 1985, the Port Commission of the Port of
Seattle adopted Resolution No. 2943, as amended, adopting an updated Noise
Remedy Program for Seattle-Tacoma International Airport (the "Airport") to
mitigate noise in the neighborhoods immediately surrounding the Airport by
insulating homes and providing for assistance with home sales; and

WHEREAS, concern with noise from aircraft departing from and arriving
at the Airport is growing in areas beyond the existing Noise Remedy Program
boundaries; and

WHEREAS, the Port Commission has agreed that finding ways to mitigate
and abate this aircraft noise is critical; and

WHEREAS, the Port Commission in Resolution No. 3016, adopted September
8, 1987, and subsequently amended by Resolution No. 3032, adopted October 25,
1988, has authorized and funded a mediated process to address this issue; and

WHEREAS, as part of this process Citizens of King and Kitsap counties
representing the communities affected by noise from aircraft at the Airport,
Airlines, Pilots, the Federal Aviation Administration, Airport Users, and the
Port of Seattle studied for a period of eighteen months methods to reduce the
impact of aircraft noise in the Puget Sound region; and

WHEREAS, the above parties ("Mediation Committee") agreed, with the
assistance of a mediator, to the attached plan of actions to reduce aircraft
noise ("Agreement"); and

WHEREAS, the Agreement requires the Airport to implement a Noise
Budget to reduce the overall levels of noise at the Airport and a Nighttime
Limitations Agreement to reduce the levels of nighttime noise; and

WHEREAS, the Agreement requires improvement to and expansion of the current Noise Remedy Program that addresses noise in neighborhoods close to the Airport, including increasing the rate at which homes are insulated, standardizing the audit procedure, and removing requirements for financial participation from homeowners, as well as several other measures; and

WHEREAS, the Agreement provides procedures by which noise in the Duwamish/Elliott Bay corridor can be reduced and requests that the Federal Aviation Administration designate the Airport as a demonstration project for the Microwave Landing System; and

WHEREAS, the Agreement provides specific nighttime flight corridors that can be used to minimize the noise impacts at night; and

WHEREAS, the Agreement restricts operations that may cause excessive ground noise, and particularly addresses noise that may arise if an aircraft maintenance base is built at the Airport; and

WHEREAS, the Agreement calls for a Noise Management System to monitor the effectiveness of and compliance with the noise abatement actions that are part of the Agreement, and

WHEREAS, the Mediation Committee has been unable, despite their best efforts, to agree upon changes in flight tracks that are acceptable to all participants and therefore endorsed no flight tracks or modifications to present flight tracks; and

WHEREAS, the Agreement provides a means to identify and control noise from the most annoying aircraft operations; and

WHEREAS, the Agreement establishes a Noise Abatement Committee that will initially be composed of members of the Options Subcommittee to the Mediation Committee, and which will provide advice, oversight and continuity during the development, implementation, and duration of the actions in the Agreement; and

WHEREAS, implementation of the actions in the Agreement is expected to reduce 2001 aircraft noise levels by at least 50% from the levels of noise existing during the August, 1989, base period; and

WHEREAS, we believe implementation of the actions in the Agreement will result in the Airport having the most comprehensive noise abatement and mitigation program for any major airport in the United States;

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle that:

Section 1. The Port Commission commends the members of the Seattle-Tacoma International Airport Noise Mediation Committee for their diligent work and the difficult task to which they have dedicated themselves on behalf of residents of the Puget Sound area.

Section 2. The Port Commission hereby endorses the Agreement reached by the Mediation Committee.

Section 3. The Executive Director of the Port of Seattle is hereby authorized to prepare and administer implementing procedures and Noise Budget and Nighttime Limitation agreements with the airline tenants of the Airport, and to revise Airport regulations and tariffs consistent with the Agreement.

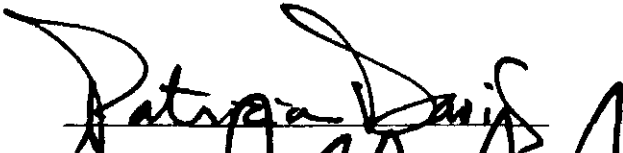
Section 4. The Executive Director is authorized to expend funds within his authority for the purpose of implementing the actions described in the Agreement.


Section 5. Staff is directed to prepare interim 1990 revisions and 1991 provisions to the budget to carry out the terms of the Agreement, which includes amendments to the Noise Remedy Program, installation of a Noise Management System, installation of fixed power at gates, and other key provisions.

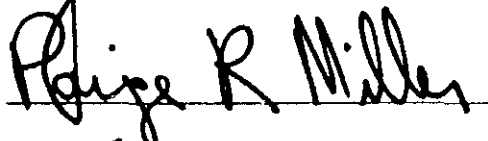
Section 6. All provisions in Resolution No. 2943, as amended, with respect to the Noise Remedy Program remain in effect. Additionally, the Executive Director is hereby authorized to apply for and receive federal funds, develop and submit changes to FAR Part 150, and to implement revised programs to insulate homes at 100% level and other changes identified in the Agreement.

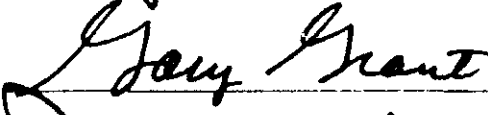
Section 7. A copy of the Agreement is attached hereto as "Exhibit 1" and by this reference incorporated herein.


ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 8th day of May, 1990, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.











Port Commission

***the* Mediation Institute**

May 3, 1990

To: Mediation Committee

From: Gerald Cormick



In the revision of the March 31st negotiating document we inadvertently overlooked changes to Sections IV and V which were agreed upon. As you may recall, the FAA presented some language to clarify the instructions to the controllers and the descriptions of procedures.

The enclosed pages should replace pages six and seven in the Final Package distributed in April

I apologize for the oversight.



TRIANGLE ASSOCIATES

April 20, 1990

To: Participants, Sea-Tac Noise Mediation

Jerry & Alice

From: Gerald Cormick and Alice Shorett, Mediators

SUBJECT: Package of Mediated Noise Abatement Actions

The enclosed document is the Package of Mediated Noise Abatement Actions agreed to by the Mediation Committee on March 31, 1990. It is based on the Draft Package that served as the basis for negotiation on March 31, as amended in those discussions. This Final Package was prepared by Port of Seattle staff in consultation with the mediators, technical consultants and members of the Options Committee. We believe that it accurately reflects the substance and spirit of those discussions.

The Port is preparing specific noise budget and nighttime noise limitation provisions and procedures within the parameters specified in this Package. They will provide the basis for their discussions with the air carriers. The accompanying memo from Airport Director Andrea Riniker outlines some of the essential concepts that will guide those discussions.

Discussions are continuing regarding any possible agreement on changes in the east turn departure procedures under north flow conditions. As agreed on March 31, those talks are being assisted by the mediators and technical consultant.

An initial session of the Noise Abatement Committee, described in Section X, is now being scheduled.

We believe that this Package represents a major accomplishment and reflects the time, energy and good faith efforts of all involved. It is crafted and presented in a manner that provides a basis for realistic implementation and careful monitoring of its effects. Provision is made for the continuing involvement of those interests who are part of the agreements.

As mediators, we have appreciated the opportunity to work with you in this important effort. The variety and level of structural and technical complexities which were successfully addressed are unprecedented in our experience.

JC:lcj

finalmem

**FINAL PACKAGE
OF MEDIATED NOISE
ABATEMENT ACTIONS
FOR
SEATTLE-TACOMA INTERNATIONAL AIRPORT
AGREED TO BY THE
MEDIATION COMMITTEE
ON MARCH 31, 1990**

**PREPARED BY THE
PORT OF SEATTLE
AND
MESTRE GREVE ASSOCIATES
ON BEHALF OF THE
MEDIATION COMMITTEE**

TABLE OF CONTENTS

Section I	Noise Budget	Page 1
Section II	Nighttime Limitations	Page 2
Section III	Noise Remedy/Mitigation Program	Page 2
	A Increase in Annual Rate of Insulation	Page 3
	B Audit Procedure	Page 3
	C Enhance Noise Remedy "Cost Share" Program Area	Page 3
	D Mobile Homes	Page 4
	E Hardship Committee	Page 4
	F Priority Listing	Page 4
	G Transaction Assistance	Page 5
	H Public Buildings	Page 5
Section IV	Improve Duwamish Industrial/Elliott Bay Corridor Noise Abatement Procedures	Page 5
	a Duwamish/Elliott Bay Corridor Procedures	Page 6
	b Microwave Landing System	Page 6
Section V	Nighttime Flight Corridors	Page 7
Section VI	Control of Ground Noise	Page 8
Section VII	Noise Management System	Page 9
	Tier 1 Expand Existing Flight Track Monitoring System	Page 10
	Tier 2 Develop New Comprehensive Noise Management System	Page 11
	Tier 3 Integrate Noise and Flight Track Monitoring	Page 11
Section VIII	Flight Track Management Statement Regarding Flight Tracks	Page 12
Section IX	Control Noise From Most Annoying Operation	Page 13
Section X	Initiate Noise Abatement Committee	Page 13
Section XI	Changes in Present Conditions	Page 14
Section XII	Process	Page 14

According to the technical consultant, this agreement represents the most comprehensive noise control program of any major international airport in the country. Full implementation of all the agreements could result in an overall noise reduction of approximately 50% in terms of the Ldn noise levels in the communities surrounding the airport.

NOTE: Italics indicate changes to the Draft Package resulting from the Mediation Committee meeting on 3/31/90.

SECTION I: NOISE BUDGET

GOAL

The goal of a noise budget is to reduce the overall amount of noise at Seattle-Tacoma International Airport by encouraging an increased percentage of Stage 3 aircraft at Sea-Tac and the acquisition of Stage 3 aircraft system wide. Appendix A presents the framework for this draft noise budget.

AGREEMENT 1: The Average Noise Energy Level (ANEL), as defined in Appendix A, will be established as the formula to be used in the noise budget.

AGREEMENT 2: The noise reference data used in the formula is based upon the *most up to date version of the Integrated Noise Model (INM) data base as presented in Appendix A*

AGREEMENT 3: The year 2001 will be the target year for reaching the noise reduction goal

AGREEMENT 4: The base period will be developed relative to the average daily operations for the month of August, 1989

AGREEMENT 5: The Noise Bank will be 10% to 15% of the August, 1989 *allocated* base level and is subject to the same reduction formula consistent with Proposal 8

AGREEMENT 6: Airlines whose operations generate less than 55 TCNEL (as defined in Appendix 1) and international operations will be considered non-allocated and not factored into the equation. *Note: A TCNEL noise level of 55 is equivalent to four landing and takeoff cycles of the B727-200/D15QN aircraft during the daytime hours and represents approximately 1% of the total noise as measured in ANEL. Over time, efforts will be made to reduce the 55 TCNEL limit.*

AGREEMENT 7: An individual airline will not require a noise certificate if its operations at Sea-Tac exceed a specified level of Stage 3 aircraft. Initially, this level will be set between 60% and 80% and will increase 2.5% every year to the ultimate percentage of 95%.

AGREEMENT 8: The year 2001 annual ANEL noise energy will be reduced by more than 50% from the base reference ANEL. • *As illustrated in Appendix A, interim goals for maximum permissible ANEL will be established.*

AGREEMENT 9: A finalized draft agreement will be presented to the airlines by April 21, 1990.

AGREEMENT 10: The development of administrative and implementation details will be completed by October 1, 1990.

AGREEMENT 11: *If the noise reduction goal is not met for two consecutive enforcement periods, new procedures will be examined to achieve the 2001 noise reduction goal.*

IMPLEMENTING AUTHORITY: Port of Seattle

• (Note: This represents a commitment to at least 35% to 45% reduction from the 1988 annual ANEL.)

SECTION II: NIGHTTIME LIMITATIONS

GOAL

The goal of the nighttime limitations program is to reduce the noise levels from nighttime turbojet operations by phasing out the operations of Stage 2 aircraft as set forth in Appendix B

AGREEMENT 1 The initial hours of the nighttime limitation program will be set from midnight to 6:00 a.m. with further expansion of these hours over time until the ultimate goal is reached of 10:00 p.m. to 7 a.m. *It is the intent of this agreement to provide for shifts of aircraft operations from nighttime to daytime that are meaningful and made in good faith*

AGREEMENT 2 A grandfather period will allow existing Stage 2 operations for the first two years of the program. ** The grandfather period will commence on the date the nighttime limitations agreement becomes effective*

AGREEMENT 3 Operations with aircraft for which there are no Stage 3 equivalent or retrofits available can receive a variance until such aircraft or retrofits become available. *The Noise Abatement Committee will conduct periodic and regular examination of the availability of retrofits*

AGREEMENT 4 The development of administrative and implementation details will be completed by October 1, 1990

AGREEMENT 5 *This agreement will become effective on or before October 1, 1990*

AGREEMENT 6 *Reducing nighttime noise is a high priority. Efforts to reduce nighttime noise will continue as possible*

IMPLEMENTING AUTHORITY: Port of Seattle

SECTION III: NOISE REMEDY/MITIGATION PROGRAM

GOAL

This program will increase the efficiency and availability of the noise insulation program so that it will better serve the needs of a greater number of homeowners within the Part 150 Noise Remedy Program area. It will not reduce noise, but rather will provide additional efforts to mitigate the effects of noise on the community by providing for a more usable indoor living environment. Success of this program is therefore measured in terms of reduced population adversely affected by aircraft noise.

Note: All costs of the Noise Remedy Program will be shared 180/20 by the Federal Aviation Administration and the Port of Seattle, respectively.

*Grandfather operations are defined as Stage 2 flights that have been operated on a regular schedule during a time period between March 31, 1989 and March 31, 1990

A INCREASE IN ANNUAL RATE OF INSULATION

AGREEMENT 1 Contingent upon continued FAA funding of the program, increase the rate of home insulation from the present 175 per year to 350 per year. This will require hiring approximately six additional staff. With completion of the acquisition program in 1992, the Port of Seattle will consider phasing in a higher rate of insulation and staffing.

IMPLEMENTING AUTHORITY Port of Seattle, Federal Aviation Administration

B. AUDIT PROCEDURE

BACKGROUND

High program costs and the lengthy processing time for noise audits currently limit the availability of the Noise Remedy Program. Current FAA policy requires that each house in the program be noise audited both before and after the house has been insulated. Each audit costs \$250 and requires not only appropriate weather conditions but also homeowner availability. Each audit process takes about two months to complete. Currently, approximately fifteen audits are being completed each month. A reasonably accurate measure of noise intrusion can be estimated using a representative audit sample and a computer simulation model.

AGREEMENT 1 The Port of Seattle and the Federal Aviation Administration will work together to reduce the number of audits in the Noise Remedy Program area by approximately two-thirds. Accuracy of noise attenuation measures will be ensured using a computer model that simulates the actual audit.

AGREEMENT 2: If the method for computer simulated audits described in *Agreement 1* is found to be accurate and successful, the Port of Seattle will explore reducing the percentage of homes audited further, with an ultimate goal of ten percent. [Any funds saved as a result of this audit procedure would revert directly back to the Noise Remedy Program.]

IMPLEMENTING AUTHORITY Port of Seattle, Federal Aviation Administration

C. ENHANCE NOISE REMEDY "COST SHARE" PROGRAM AREA

BACKGROUND

Citizens are reluctant to pay half the costs for a program designed to mitigate a problem they did not directly cause, there is, therefore little community interest in the noise remedy Cost-Share program.

AGREEMENT 1 Implement standardized insulation package for all houses in the Cost Share area.

IMPLEMENTING AUTHORITY Port of Seattle, Federal Aviation Administration

AGREEMENT 2. Contingent on standardization of the insulation package (see Agreement 1) the Port of Seattle will pay all of the insulation costs in the current Cost Share Noise Remedy Program area (Currently a homeowner is responsible for providing half of the funds)

IMPLEMENTING AUTHORITY Port of Seattle, Federal Aviation Administration

D. MOBILE HOMES

BACKGROUND

Residents within the Part 150 area who live in mobile homes experience extreme amounts of aircraft noise. A 1985 Demonstration Program of the Port's Noise Remedy Program tested the effectiveness of acoustical insulation on mobile homes, and found that it is neither a physically nor aesthetically acceptable method of mitigating the noise problem.

AGREEMENT 1 During the next year the Port of Seattle will continue to explore ways to deal effectively with mobile homes, especially in cooperation with other governmental entities and will produce a report on possible mitigation actions.

IMPLEMENTING AUTHORITY Port of Seattle and other governmental agencies

E. HARDSHIP COMMITTEE

AGREEMENT 1. A hardship committee will be initiated for the insulation program. This committee will evaluate requests from applicants for special consideration due to hardship (medical, financial, etc.) This committee will decide priority issues only (including criteria) and will not address policy or budgeting. Cases will be evaluated individually. The committee will be comprised of both citizens from the Noise Remedy area and Port staff.

IMPLEMENTING AUTHORITY Port of Seattle, citizen committee

F. PRIORITY LISTING

BACKGROUND

The current priority system, initiated in 1985 based on recommendations of a citizen advisory committee, gives priority to applicants in the noisiest areas and those who have owned their homes the longest. Additional consideration is given to owners of homes that are adjacent to clear zone or acquisition areas.

Applicants have complained that *the continually evolving insulation schedule based on the current priority system, makes home improvement planning difficult*.

AGREEMENT 1 The Port will amend the current priority system in conjunction with other Noise Remedy improvements to minimize the homeowner's sense of uncertainty concerning when the applicant will be accepted. Consideration will be given to the homeowners' date of application to the program. *Care will be taken to ensure that homeowners who are already on the application list for Noise Remedy will not be dropped from the list as a result of any modifications to the priority system.*

IMPLEMENTING AUTHORITY Port of Seattle

G. TRANSACTION ASSISTANCE

AGREEMENT 1 Develop a limited program for enhanced transaction assistance for homeowners who live adjacent* to buy-out areas. The Port of Seattle will purchase, insulate, and then resell these homes. If successful, the program may be expanded.

IMPLEMENTING AUTHORITY Port of Seattle, Federal Aviation Administration

H. PUBLIC BUILDINGS

BACKGROUND

Current FAA regulations and the language in the FAA's Part 150 document limit public building eligibility for insulation to public schools and hospitals.

AGREEMENT 1 Expand existing program to provide insulation for additional types of public buildings (eg auditoriums, private schools, churches, day care centers, libraries, etc.). Pursue amendment to current Part 150 document. *Port of Seattle will inventory and examine the feasibility of noise monitoring public buildings that border on the 65 Ldn contour and will investigate the possibility of insulating these buildings if noise levels so warrant.*

IMPLEMENTING AUTHORITY Port of Seattle, Federal Aviation Administration, citizen advisory group

SECTION IV: IMPROVE DUWAMISH/ELLIOTT BAY CORRIDOR NOISE ABATEMENT PROCEDURES

GOAL

The goal of this action is to minimize jet overflight noise for residential areas adjacent to the Duwamish/Elliott Bay Corridor.

**For the purposes of this program a house is adjacent if the property line abuts or is directly across the street from any Sea-Tac Airport property or property owned (or to be acquired by) the Port of Seattle. See Noise Remedy Program Procedural Guidelines for diagrammatic example.*

A. DUWAMISH/ELLIOTT BAY CORRIDOR PROCEDURES

BACKGROUND

The Duwamish/Elliott Bay Corridor is an essential noise mitigation measure for north flow departure procedures. Currently, the air traffic controllers provide departure instructions to a pilot and, in most cases, observe the aircraft on radar to ensure they remain on assigned paths. Controllers frequently provide radar vectors for separation of departures. The following actions will improve the Duwamish/Elliott Bay procedures:

- AGREEMENT 1** To provide controllers with *better* means of guidance, *the outlines of Elliott Bay, Bainbridge and Vashon Islands will be depicted on the Seattle TRACON video map*
- AGREEMENT 2** *FAA tower directives will direct the controller to vector north departures over Boeing Field and Elliott Bay to the maximum extent possible consistent with workload and safety*
- AGREEMENT 3** During periods of low activity, special procedures will be in place for aircraft using the Duwamish Corridor. See **SECTION V NIGHTTIME FLIGHT CORRIDORS**
- AGREEMENT 4** Accuracy in the use of the Duwamish/Elliott Bay Corridor will be monitored by the improved Noise Management System. See **SECTION VII NOISE MANAGEMENT SYSTEM**

IMPLEMENTING AUTHORITY The Federal Aviation Administration will implement *agreements 1-3*. The Port of Seattle in cooperation with the Federal Aviation Administration will implement the Noise Management System. See **SECTION VII NOISE MANAGEMENT SYSTEM**

B. MICROWAVE LANDING SYSTEM

BACKGROUND

Existing navigational technology cannot provide more accurate use of the Duwamish/Elliott Bay Corridor. A Microwave Landing System (MLS) can offer possibilities for noise relief measures, especially in regard to the Duwamish/Elliott Bay Corridor. The MLS is so precise and flexible that pilots and controllers would be able to contain flight tracks within the Duwamish/Elliott Bay Corridor virtually all the time.

At this time, the FAA plans to transition from the Instrument Landing System (ILS) to the international standard MLS by January 1, 1998. In order for the MLS to operate, instrumentation will need to be installed in each aircraft.

- AGREEMENT 1** Request that the FAA designate Sea-Tac as a demonstration project for the Microwave Landing System.
- AGREEMENT 2** When federal progress on this issue occurs, the Port will work with the FAA to establish a program and target dates for phase in. The program would include a schedule for phase in of navigational aids and air traffic control procedures. The Port will consider a program of incentives to carriers that accelerate implementation.

IMPLEMENTING AUTHORITY Port of Seattle and Federal Aviation Administration

SECTION V: NIGHTTIME FLIGHT CORRIDORS

GOAL

The goal of these actions is to minimize the noise impacts from aircraft operations during the most noise sensitive periods (nighttime) by optimizing the use of areas of less noise sensitive land use. Specifically, the goal is to reduce the single-event disturbances from nighttime operations in the communities north of Boeing Field and surrounding Elliott Bay.

It is the intent of this section to sharpen departure tracks through the Duwamish Corridor during nighttime hours. Any changes made are conditional upon assurance that the goal of reducing noise can be achieved. This section is not intended to address the nighttime curfew on north flow east turn departures.

BACKGROUND

This program of actions consists of specific nighttime procedures that can be implemented due to the low traffic volumes from Boeing Field at night. The **NOISE MANAGEMENT SYSTEM** as described in **SECTION VII**, will be used to monitor compliance with these procedures.

AGREEMENT 1 During those nighttime hours when traffic is light enough to permit (currently 10 PM to 6 AM) aircraft using the Duwamish Corridor and Elliott Bay will be turned at Boeing Field. Traffic using Boeing Field during these nighttime hours is minimal and can be more easily coordinated with Sea-Tac to ensure a safe and efficient operation.

AGREEMENT 2 During those nighttime hours when traffic is light enough to permit turbojet aircraft depart north through Elliott Bay and proceed on course utilizing the following routes out of the terminal area. Note, these represent approximate tracks, as different aircraft will reach 10,000 feet at different distances from the airport.

- a Eastbound and Canada destination aircraft shall proceed westbound over Elliott Bay then northbound over Puget Sound until reaching 10,000 feet or the SEA 20 NM DME Fix / SEA 320 radial, whichever comes first, then turn eastbound or continue north on course.
- b Aircraft proceeding to Alaska or the Pacific Rim, shall proceed westbound over Elliott Bay then northbound over Puget Sound until reaching the SEA 20 NM DME Fix / SEA 320 radial at or above 10,000 feet before being turned westbound to cross the shoreline on course.
- c Aircraft with south or southeast bound destinations shall proceed westbound over Elliott Bay then southbound over Puget Sound until crossing the SEA 12 NM DME Fix / SEA 220 radial at or above 10,000 feet before being turned eastbound to cross the shoreline on course.

Note: the SEA 20 NM DME Fix / 320 radial and the SEA 12 NM DME Fix / 220 radial are approximate reference points and could change slightly when final flight track charting is completed.

IMPLEMENTING AUTHORITY Federal Aviation Administration

SECTION VI: CONTROL OF GROUND NOISE

GOAL

The goal of this noise abatement action is to control and reduce the amount of ground noise from the airport both in terms of peak sound levels as well as the duration of the noise events. Although the focus of this action is to control nighttime ground noise there will also be some benefits in reducing ground noise during the daytime hours.

BACKGROUND

This noise abatement goal will be accomplished through implementation of a variety of measures that address the different sources of ground based noise. The potential change in noise from this action will be most effective in the close-in areas, although during certain meteorological conditions these changes will be noticed at more distant locations. The Ldn noise levels at the close-in areas are estimated to be reduced by 0.5 to 2 dBA as a result of these actions. Although the most significant improvements are anticipated to be in terms of reductions in the occasional single event disturbances, these occurrences during nighttime hours can be considerably annoying.

AGREEMENT 1 Prohibit the use of powerback procedures from the gates. Only American Airlines and TWA currently conduct powerback procedures. This would be implemented through a voluntary agreement or, if necessary, by amending the airport's rules and regulations to prohibit powerback procedures.

IMPLEMENTING AUTHORITY Port of Seattle

AGREEMENT 2 Turbojet engine maintenance run-up restrictions will be enhanced by developing a mechanism for identifying violators of current rules and regulations governing this activity. This will also include a program of penalties to be applied against violators in a scaled format that will range from a letter of reprimand to fines for continued violations within a specified period of time.

IMPLEMENTING AUTHORITY Port of Seattle, Airlines

AGREEMENT 3 If any additional maintenance base is developed at the airport it will require the provision of an engine 'hushing' facility or hush house. The hush house would provide the capacity to abate the noise of the engine maintenance run-ups.

IMPLEMENTING AUTHORITY Port of Seattle

AGREEMENT 4 Evaluate the effectiveness of reduced use of thrust reversers in conjunction with the development of additional exit taxiways under consideration in the on-going FAA sponsored study on airfield improvements. Additionally in conjunction with efforts to examine the possibility of such exit taxiways minimize the noise impacts of thrust reversers for braking of turbojet aircraft by publishing and distributing an ALPA pilot briefing sheet which provides guidance to pilots for minimizing use of thrust reversals.

IMPLEMENTING AUTHORITY Port of Seattle

AGREEMENT 5 Limit the use of auxiliary power units (APU) particularly during the nighttime hours. Many operators currently have fixed power systems available at their gates. This action addresses those operators who do not have these systems. The Port will negotiate with the operators for installation of fixed power systems or use of ground power units. In the interim operators will be asked to limit use of APUs to a minimum during the hours between 2400 and 0600.

IMPLEMENTING AUTHORITY Port of Seattle

AGREEMENT 6 At this time it is not practical or feasible to install sound berms or barriers due to the unique meteorological conditions of Seattle, the topography of the local area, the cost effectiveness of this action, as well as the lack of space available on airport property. The Port will continue monitoring advances in this technology to determine if any future action would provide meaningful noise reduction benefits to adjacent communities.

SECTION VII: NOISE MANAGEMENT SYSTEM

GOAL

Implementation of a noise management system will make it possible to monitor the effectiveness of and compliance with the noise abatement actions that are developed through mediation, and to produce objective data for use as the airlines, FAA and Port officials work to resolve issues of noncompliance.

BACKGROUND

Sea-Tac's current flight tracking system was one of the first in the country and does not have the capabilities to be used on a constant basis to track all individual aircraft. The large amounts of flight track data necessary to do this cannot be provided by the existing computer hardware and software system.

The new noise management system will be tailored to meet the requirements of programs that are unique to Seattle. For example, improving the Duwamish Corridor noise abatement procedures can be validated by an updated airport flight track and noise monitoring system and the aircraft identification system can be used to monitor compliance with the Noise Budget or Nighttime Limitations. Because of the long lead times necessary for designing and procuring a fully developed, multi-component system, Tier 1 is presented as an interim monitoring program. Tier 2 is a much more complex, entirely new system that will fully meet the monitoring needs of the noise abatement actions and programs developed through mediation. Work can begin on Tier 2 while Tier 1 is being implemented and used.

The Noise Management System might eventually include the following components: enhanced noise monitoring, enhanced flight tracking, aircraft identification, monitoring of FAA air traffic Tower tapes, and modified noise complaint processing.

AGREEMENT 1 TIER 1. EXPAND EXISTING FLIGHT TRACK MONITORING SYSTEM

After gaining agreement with the FAA for use of the ARTS IIIA data on disk packs use an outside service to transfer the ARTS data from the disk packs to 9-track tapes that are directly readable by the Port of Seattle computer. This data is then analysed using the Port's existing software.

The program goal is to monitor one 24-hour period (randomly selected) of flight track data, per week. The time estimate for completing processing of a 24-hour sample is two to three weeks.

When the capabilities of the system have been determined, additional days may be added. The maximum amount of data that can be processed with this system is estimated to be 3 days per week.

After testing, the Tier 1 system will be implemented. This program includes:

- a. Establishing criteria for monitoring compliance with procedures included in this agreement.
- b. Develop a regular report on compliance. Distribute reports to the FAA and to each airline.
- c. If an on-going compliance problem is identified for a particular airline, the chief pilot will be contacted directly.
- d. A summary of flight track monitoring results will be published quarterly in the Sea-Tac Forum newsletter and reported to the Noise Abatement Committee.

IMPLEMENTING AUTHORITY The primary responsibility belongs to the Port of Seattle. The FAA's responsibility is to provide prompt transfer of the necessary data and cooperation in system integration and use. Airlines.

AGREEMENT 2 TIER 2: DEVELOP NEW COMPREHENSIVE NOISE MANAGEMENT SYSTEM

Evaluate systems available for reading and processing ARTS data on a daily basis. These systems generally include a disk pack reader, dedicated computer and software programs for tape translation, ARTS processing and compliance reports. In addition, the system must be able to provide information concerning (1) aircraft flight track maps on a daily basis, (2) flight track data for individual aircraft, (3) altitude profile analysis, (4) determine level of aircraft operations by type and airline, and (5) integration of tower voice tapes to determine instructions given to the pilot for actions under investigation. Finally, a system requirement will be expandable capabilities to correlate noise monitoring data.

Identify and implement the new flight track monitoring program. This will include the following:

- a. Prompt evaluation of Hotline complaints regarding compliance problems with noise abatement procedures included in this agreement. Integrate flight track data with noise monitoring and taped Tower instructions.
- b. Short reports will be developed for each incident and accompanied by supporting data. If a problem is discovered, the airline or the FAA will be contacted and the data supplied to the responsible party. Reports and follow-up information will be supplied to the caller.
- c. Publish monthly summary of noncomplying incidents and responsible parties in the Sea-Tac Forum Newsletter and release summaries in the form of a quarterly news release.

IMPLEMENTING AUTHORITY Port of Seattle has the primary responsibility. The FAA's responsibility is to provide on-going support of this program through an agreement to use the ARTS data and to provide prompt transfer of the data.

AGREEMENT 3 TIER 3 INTEGRATE NOISE AND FLIGHT TRACK MONITORING

BACKGROUND

The Port's current noise monitoring system has been in operation since 1979. It consists of 11 remote sites within the Part 150 area. Its primary capability is to measure daily Ldn noise levels.

In this action, the noise monitoring system will be evaluated for expansion and software will be obtained to correlate single event noise level data with individual aircraft operations related to specific flight procedures.

AGREEMENT 3A Relocate the noise monitoring central processing information center to a more public area of the airport to provide public viewing.

AGREEMENT 3B Publish reports of the noise monitoring data on regular basis.

AGREEMENT 3C Evaluate integration of the noise monitoring data with flight track data.

AGREEMENT 3D Evaluate the capability of the current system to be expanded for remote sites noted in Tier 1.

AGREEMENT 3E Upgrade or replace the noise monitoring system based on results of *Agreements 3C & 3D*.

AGREEMENT 3F Generate annual contour report using the Integrated Noise Model.

IMPLEMENTING AUTHORITY Port of Seattle

SECTION VIII: FLIGHT TRACK MANAGEMENT

The Mediation Committee or its designees will have until April 30, 1990 to reach agreement on east turn flight track modifications. If there is agreement on modifications, the Port will seek the concurrence of affected local jurisdictions within 30 days.

All members of the community caucus will have the opportunity to participate in the discussions and to concur in any agreement. The agreement will be forwarded to the Noise Abatement Committee.

The Port and FAA will assist in the discussions and the Port will seek to provide necessary technical assistance.

If there is no such agreement or if such concurrence is not forthcoming, the remainder of this package agreement shall stand and the following statement shall be appended to the 'Statement Regarding Flight Tracks'.

Whereas certain of the participants including the airlines industry and some communities favor new multiple flight tracks and others favor maintaining existing flight tracks, and,

It is understood that the FAA has the legal authority to initiate such changes as it deems appropriate. However, their agreement will be sought to ensure the implementation of any agreed upon modifications.

STATEMENT REGARDING FLIGHT TRACKS

Whereas the Mediation Committee has considered the impacts of existing and proposed flight tracks within the context of noise abatement, differential impacts on communities, efficiency and safety, and,

Whereas certain of the interests, including the airlines industry, favor and anticipate implementation of the FAA's airspace enhancement plan, and other interests, including certain communities do not favor its implementation, and

Whereas despite their best efforts, participants in the mediation process have been unable to agree upon changes in flight tracks that are acceptable to all participants, and,

Whereas it is understood that the FAA has the legal authority to make such changes as it may deem appropriate

Therefore no changes to flight tracks are endorsed by this mediation process and it is further understood that these recommendations stand in the absence of such an agreement.

SECTION IX: CONTROL NOISE FROM MOST ANNOYING OPERATIONS

GOAL

This action is meant to control or eliminate particular single event operations that occur on a continuing basis and that are the object of community complaints. While the Port will be the implementing party, success of this action will depend on the cooperation of both the FAA and the airlines.

The Sea Tac Aircraft Noise Hotline will be the primary tool for use in identifying which operations are most annoying to the community.

AGREEMENT 1 The Hotline complaint form and computer program will be modified to enable staff to cross check or sort complaints in a way that will help in associating apparently unrelated complaints with one specific operation or event.

AGREEMENT 2 The Noise Management System will be used to assist in identifying the object of the complaint or assistance will be requested from the FAA.

AGREEMENT 3 When the airline has been identified, the Port will contact it or the FAA to make the parties aware of the specific noise concern and to attempt to reach a solution.

IMPLEMENTING AUTHORITY The Port of Seattle has the primary responsibility for implementing this measure. Assistance for *Agreement 2* may be required from the FAA if identification is not possible during Tier 1 of the flight track monitoring program. The success of this program depends on the cooperation of the airlines and the FAA in trying to reach solutions.

SECTION X: INITIATE NOISE ABATEMENT COMMITTEE

GOAL

The goal of an on-going committee is to insure that implementation of mediated programs is progressing as expected. *It is the intent that this Committee be formed to adequately represent the interests to this agreement in a balanced manner.*

AGREEMENT 1 A committee designated by the mediation committee will meet at regularly scheduled intervals to review and comment on reports related to mediated noise abatement programs. Initially, meetings will focus on implementation progress, with the committee advising on the resolution of unanticipated implementation problems. After all programs are successfully implemented, meetings will focus on results of the various airport use regulations such as the noise budget and nighttime limitations and on the results of the monitoring activities. The committee will be considered a standing committee. Original committee members will determine the rules under which the committee will operate. *The purpose, procedures and groundrules for the Noise Abatement Committee are outlined in Appendix C.*

IMPLEMENT AUTHORITY Port of Seattle

SECTION XI: CHANGES IN PRESENT CONDITIONS

If or most parties to this mediation agreement there are one or more issues of fundamental importance which constitute the basis for moving ahead with this overall package. Any significant change in such an issue of fundamental importance to any party to this agreement from the manner in which this issue is treated in these recommendations or in the environment within which these agreements were reached would permit the affected party to reconsider its support for the package and relieve itself from the commitments undertaken in this agreement.

Should a party affected by this agreement believe that such significant change has occurred, they shall so inform the Noise Abatement Committee. The Committee shall have 30 days in which to address and seek to resolve this issue.

SECTION XII: PROCESS

Airport staff, with the assistance of members of the Options Subcommittee, technical consultants and the mediators shall prepare a final draft of the recommendations by April 21, 1990. That draft shall be within the spirit of and any specific provisions contained in these draft recommendations.

The Airport staff shall prepare, in discussion with appropriate parties and authorities, procedures and agreements to implement and administer this agreement by the dates specified in these recommendations (ie noise budget and nighttime limitations by October 1, 1990).

The Noise Abatement Committee (NAC) shall be established immediately and shall initially be composed of members of the Options Subcommittee. (Procedures and groundrules for the NAC, including the change of membership etc. will be included in the April 21 recommendations.) An initial responsibility of the Noise Abatement Committee shall be to focus on the progress in developing the implementation and administrative agreements.

**WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY**

**DRAFT SAMPLE AGREEMENT - SUBJECT TO CHANGE
SEATTLE-TACOMA INTERNATIONAL AIRPORT NOISE BUDGET
April 17, 1990**

Section 1--Statement of Purpose

The purposes of this Agreement are (1) to limit the airport noise exposure level at Seattle-Tacoma International Airport (SEA) to the average airport noise exposure level during the designated period, and (2) to make possible future reductions of the airport noise exposure level

Section 2--Definitions

(a) **General** - For the purposes of this agreement -

- (1) The term "Aircraft Operation" means an aircraft landing or takeoff at the Airport
- (2) The term "Airport" means the Seattle-Tacoma International Airport
- (3) The term "Allocated Aircraft Operation" means any aircraft operation that is not defined as a Non-Allocated Aircraft Operation
- (4) The term "Average Daily Operations" means the total number of Aircraft Operations for a specified period divided by the number of days in that period
- (5) The term "Base Period" means the period from August 1, 1989 to and including August 31, 1989. This is the period of time to be used as a reference point for noise allocation purposes
- (6) The term "Cargo Carrier" means a Carrier engaging primarily in the carriage by aircraft of only property or mail, or both

WORKING DRAFT

FOR DISCUSSION PURPOSES ONLY

(7) The term "Carrier" means any entity conducting aircraft operations at the Airport, including cargo service. Any group of Carriers serving the airport that are owned or controlled by a single entity or related entities and operating under the same airline identifier, shall be collectively deemed to be a single Carrier.

(8) The term "Compliance Period" means a three-month (quarterly) period beginning on January 1, April 1, July 1 and October 1 of each calendar year.

(9) The term "Day" means the period from 7:00:00 a.m. local time until 9:59:59 p.m. local time.

(10) The term "Director" means the Director of Aviation for SEA or a designee.

(11) The term "Effective Date" means January 1, 1991, the date this agreement becomes effective.

(12) The term "Enforcement Period" means an annual period beginning January 1 of each calendar year.

(13) The term "Equivalent Aircraft Flight" is the noise exposure produced by a landing and takeoff of a Boeing 727-200 with JT8D-15QN engines. This is the most commonly used aircraft at the airport, and its noise level is defined in Table A-1.

WORKING DRAFT

FOR DISCUSSION PURPOSES ONLY

(14) The term "Foreign Carrier" means a Carrier which is a Foreign Air Carrier as defined in 49 U.S.C.A. §1301

(15) The term "Government Aircraft" means an aircraft used exclusively in the service of a local, state or national government or of any political subdivision thereof, including the United States and any state, territory, or possession of the United States, or the District of Columbia, but not including any aircraft engaged in carrying persons or property for a commercial purpose

(16) The term "International Service" means a scheduled or nonscheduled Aircraft Operation conducted pursuant to a bilateral agreement between the United States and a foreign government where the takeoff or the landing is at a location outside of the United States, or, for a Foreign Air Carrier, where the flight segment is a part of flight that begins or ends at a location outside of the United States. However, whenever the bilateral agreement between the United States and a foreign government is amended so that the bilateral agreement actually functions as a free market system, then the International Carrier will be reexamined as to changing that Carrier from a Non-Allocated Carrier to an Allocated Carrier.

(17) The term "Night" means the period from 10 00 00 p.m. local time until 6 59 59 a.m. local time

(18) The term "Non-Allocated Aircraft Operation" means one of the following types of aircraft operations

- (i) operations by Government Aircraft;
- (ii) operations by carriers which produce a PCNEL or CCNEL less than the TCNEL, and,

**WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY**

(ii) operations by aircraft providing International Service.

(18) The term "Passenger Carrier" means a Carrier engaging in the carriage by aircraft of passengers.

(19) The term "Port" means the Port of Seattle

) **Noise** - For the purposes of the agreement

(1) The terms "Airport Noise Exposure Level" and "ANEL" mean the average daily noise exposure level at the Airport produced by the energy sum of the PCANEL and the CCANEL

(2) The term "Airport Noise Fund" and "ANF" means the average daily noise exposure level that is the numerical difference between the Maximum ANEL and allocations of PCANEL and CCANEL made according to this Agreement

(3) The terms "Cargo Carrier Airport Noise Exposure Level" and "CCANEL" mean the average daily noise exposure level at the Airport produced by the Average Daily Operations of Cargo Carriers operating during a specified period excluding Non-Allocated Operations

(4) The terms "Cargo Carrier Noise Exposure Level" and "CCNEL" mean the average daily noise exposure level generated by the Average Daily Operations of an individual Cargo Carrier operating during a specified period computed in accordance with Schedule A

- (5) The term "CCNEL Allocation" means the portion of the CCANEL allocated to an individual Cargo Carrier pursuant to a valid Noise Certificate
- (6) The term "Maximum Airport Noise Exposure Level" means the average daily noise exposure level at the Airport produced by the energy sum of the PCANEL, the CCANEL, and the Airport Noise Fund (APNF)
- (7) The term "Noise Certificate" means a document that states the measure of exposure to aircraft noise at the Airport computed in accordance with the procedures set forth in Schedule A
- (8) The term "Noise Exposure Level" means the measure of exposure to aircraft noise at the Airport computed in accordance with the procedures set forth in Schedule A.
- (9) The terms "Passenger Carrier Airport Noise Exposure Level" and "PCANEL" mean the average daily noise exposure level at the Airport produced by the Average Daily Operations of Passenger Carriers operating during a specified period excluding Non-Allocated Operations
- (10) The terms "Passenger Carrier Noise Exposure Level" and "PCNEL" mean the average daily noise exposure level generated by the Average Daily Operations of an individual Passenger Carrier operating during a specified period computed in accordance with Schedule A
- (11) The term "PCNEL Allocation" means the portion of the PCANEL allocated to an individual Passenger Carrier pursuant to a valid Noise Certificate

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

(12) The term "Stage 2" aircraft means an aircraft that is certificated by the FAA as complying with the noise levels prescribed in 14 C.F.R. Part 36, Appendix C, Section 36.5 (a)(2), or is certificated in accordance with Chapter 2 of Annex 16 to Article 37 of the International Civil Aviation Organization Convention.

(13) The term "Stage 3" aircraft means an aircraft that is certificated by the FAA as complying with or operated to meet the noise levels prescribed in 14 C.F.R. Part 36, Appendix C, Section 36.5 (a) (3), or is certificated in accordance with Chapter 3 of Annex 16 to Article 37 of the International Civil Aviation Organization Convention

(14) The terms "Threshold Carrier Noise Exposure Level" and "TCNEL" mean an average daily noise exposure level below which a Carrier's PCNEL or CCNEL does not significantly impact the overall noise exposure level of the Airport, which approximately equals four (4) equivalent daytime aircraft flights (landing and takeoff), resulting in an ANEL of 55 00. These are considered as Non-Allocated Operations. However, when the total of all the Stage 2 aircraft operations falling below this threshold reaches a total of _____ then the equivalent daytime aircraft flights will be reexamined to determine a new equivalency level, which will be determined at the time the total is exceeded. This does not apply to International Carriers as defined in Section 1(16)

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

Section 3--ANEL Limits and Carrier Noise Allocations

(a) The maximum permissible ANEL at the Airport is as follows:

For the Calendar Year	Maximum ANEL	Percent Reduction
1991	xx	X
1992	xx	X
1993	xx	X
1994	xx	X
1995	xx	X
1996	xx	X
1997	xx	X
1998	xx	X
1999	xx	X
2000	xx	X
2001	xx	X

(b) The PCANEL, shall be allocated from the ANEL to each Passenger Carrier, in the form of PCNEL Allocations, in proportion to each Carrier's share of PCANEL. The PCNEL Allocations will be initially set at levels based upon the each Carrier's PCNEL for the Base period computed in accordance with Schedule B. Beginning in the year 1991 and continuing each year until 2001, each Carrier's PCNEL will be reduced in accordance with Schedule B. For the Base period the carriers are

(c) The CCANEL shall be allocated from the ANEL to each Cargo Carrier, in the form of CCNEL Allocations, in proportion to each Cargo Carrier's share of CCANEL. The CCNEL Allocations will be initially set at levels based upon each Carrier's CCNEL for the Base Period computed in accordance with Schedule B. Beginning in the year 1991 and continuing each year until 2001 each Carrier's

**WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY**

CCNEL will be reduced in accordance with Schedule B For the Base period the carriers are _____

(d) If any Carrier which has been issued a Noise Certificate fails to conduct Allocated Aircraft Operations for one quarter or more, then the Director may permanently revoke the Carrier's Noise Certificate The Carrier's PCNEL or CCNEL allocation forfeited under this Section 3(d) for nonuse shall be placed in the Port's Noise Fund pursuant to Section 5

(e) If the actual PCNEL or CCNEL of a Carrier remains less than eighty (80) percent of the Carrier's PCNEL or CCNEL Allocation contained in its Noise Certificate for more than one (1) year, then the Director may permanently reduce the Carrier's PCNEL or CCNEL Allocation by not more than ___ percent (___%) below their allocation level and shall amend the Carrier's Noise Certificate to reflect the change. Any portion of a Carrier's PCNEL or CCNEL Allocation forfeited under this Section 3(e) for nonuse shall be placed in the Port's Noise Fund pursuant to Section 5

(f) Unless otherwise authorized by this agreement, no Carrier may conduct Aircraft Operations which result in its PCNEL or CCNEL exceeding the TCNEL during any enforcement period unless it is authorized to do so by a valid Noise Certificate

(g) Unless otherwise authorized by this agreement, no Carrier may conduct Aircraft Operations which result in its CCNEL exceeding its CCNEL Allocation or its PCNEL exceeding its PCNEL Allocation authorized by a valid Noise Certificate issued by the Director to the Carrier However, a Carrier may exceed its Allocation by _____ dB for any one Compliance Period during any Enforcement Period

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

Section 4--Noise Certificates

(a) On the Effective Date, the Director shall issue a Noise Certificate to each Carrier which conducted Aircraft Operations at the Airport during the Base Period that resulted in the Carrier's PCNEL or CCNEL exceeding the TCNEL. After the Effective Date, the Director shall issue a Noise Certificate within thirty (30) days of the end of the each calendar year to each Carrier which during the preceding calendar year conducted Aircraft Operations at the Airport that resulted in the Carrier's PCNEL or CCNEL exceeding the TCNEL. No such Noise Certificate shall be valid for more than one (1) year and thirty (30) days

(b) Upon receiving a written request, the Director may issue a Noise Certificate at any time during the year to a Carrier which was not issued a Noise Certificate under Section 4(a). No such Noise Certificate shall be valid for more than one (1) year and one hundred eighty (180) days

(c) Each Noise Certificate issued shall specify the individual Carrier's PCNEL or CCNEL calculated in accordance with the procedures set forth in Schedule B. The allocation set out in a Carrier's Noise Certificate shall be conclusive, and the Carrier shall be deemed to agree with the allocation if the Director has not received a written objection from the Carrier in accordance with Section 8 of this Agreement within thirty (30) days after the date of issuance of the Noise Certificate to the Carrier

(d) All or any portion of a Carrier's PCNEL or CCNEL allocation may be bought, sold, leased, assigned or otherwise transferred by such Carrier. Should this take place, however, there shall be assessed by the Director a Transfer Fee equal in amount to the amount by which the PCNEL or CCNEL transferred must be reduced to achieve the next annual reduction according to Schedule B of this

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

Agreement. Said Transfer Fee shall be placed in the Port's Noise Fund pursuant to Section 5. In the case of a transfer of limited duration the initial transfer and the subsequent return will each be deemed to be a separate transfer. The Noise Certificates of the transferor and transferee Carriers shall be amended by the Director to reflect the transfer

(e) A transfer of a PCNEL or CCNEL allocation shall become effective upon the date of issuance by the Director of new Noise Certificates to the Carriers which are parties to the transfer. The Director shall record transfers and issue new Noise Certificates within fifteen (15) business days after receipt of a written request from the transferror carrier.

(f) No transfer by a Carrier of its PCNEL or CCNEL allocation shall change the type of the allocation as a PCNEL or CCNEL allocation unless approved in writing by the Director

(g) All or any portion of a Carrier's PCNEL Allocation may be changed to a CCNEL Allocation, and all or any portion of a Carrier's CCNEL Allocation may be changed to a PCNEL Allocation, if approved in writing by the Director. Any Allocation so changed shall thereafter be reduced in accordance with Schedule B for PCNEL Allocations. The Noise Certificate of the Carrier shall be amended by the Director to reflect any change approved

(h) A change in the type of an allocation shall become effective upon the date of issuance by the Director of a new Noise Certificate(s). The Director shall record any changes and issue a new certificate(s) within fifteen (15) business days after its approval

**WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY**

(i) Carriers whose Stage 3 aircraft operations at SEA meet or exceed a specific percentage of all the Carrier's operations at the airport will not be required to meet the allocation limits assigned to them so long as the required percentage of Stage 3 operations are maintained during each Compliance Period. If that percentage of Stage 3 operations is not maintained for any Compliance Period, then the airline must meet it's allocation requirements and be subject to all other provisions of this Agreement. When calculating the Enforcement Period noise level, the Compliance Period noise levels for airlines meeting the Stage 3 requirement will be defined as the lessor of the actual noise level for that Compliance Period or the allocated noise level for that Compliance Period.

As of the effective date of this Agreement, a Carrier whose operations at SEA are composed of at least ____ percent or greater of Stage 3 aircraft will meet the requirements of this section

- In 1992 this will be increased to ____ percent,
- In 1993 this will be increased to ____ percent;
- In 1994 this will be increased to ____ percent,
- In 1995 this will be increased to ____ percent,
- In 1996 this will be increased to ____ percent;
- In 1997 this will be increased to ____ percent,
- In 1998 this will be increased to ____ percent,
- In 1999 this will be increased to ____ percent, and,
- In 2000 this will be increased to ____ percent

The percentage will remain at ____ for the remainder of the agreement

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

Section 5--Airport Noise Fund

(a) There is hereby established an Airport Noise Fund. The Airport Noise Fund will initially be funded by allocating _____ () percent of the Base Period ANEL to the fund. In addition, all Transfer Fees and all forfeited or abandoned allocations will also be placed in the Airport Noise Fund.

(b) The Director, upon receiving a written request, may grant new or additional noise allocations to Carriers from the noise available in the Airport Noise Fund should the Director, in his sole discretion, determine that the grant of such new or additional noise allocation is necessary or desirable to foster competition, ensure the provision of adequate air service to the community, or otherwise further the public welfare and interest. The Director shall not grant any new or additional noise allocation if doing so would cause the total of all of the allocations made to exceed the maximum permissible ANEL specified in Section 3 of this Agreement.

Section 6--Monitoring

(a) The Director shall determine compliance by individual Carriers during each Enforcement Period by comparing the PCNEL or CCNEL allocations in each Carrier's Noise Certificate with calculations of the Carrier's actual PCNEL or CCNEL, using scheduled flight times and actual equipment types, in accordance with the methods specified in Schedule A. Any Carrier may provide the Director with data to be used in the computational model for its Aircraft Operations which reflect the flight procedures in actual use by such Carrier, provided such data are certified as accurate by the FAA's Office of Environment and Energy.

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

(b) Within fifteen (15) days following the end of each Enforcement Period, each Carrier operating under a valid Noise Certificate shall submit a report, in a form satisfactory to the Director, which sets forth the engine type used on each of its aircraft operated at the airport and the number of flights thereby during the enforcement period.

(c) Within forty-five (45) days following the end of each Enforcement Period, the Director shall report to the Port Commission on operations during the previous Enforcement Period, identifying any Carrier which has exceeded its noise allocation and the extent to which the noise allocation was exceeded

(d) Failure by a Carrier to submit information pursuant to this section shall constitute a basis for revocation of the Noise Certificate issued to such Carrier or reduction in such Carrier's PCNEL or CCNEL allocation. In addition, the Director may assume the worse case, and the Carrier shall be deemed to have agreed

Section 7--Enforcement

(a) Within forty-five (45) days following the end of each Enforcement Period, the Director shall calculate the actual PCNEL or CCNEL of each Carrier and compare it with the Carrier's PCNEL or CCNEL Allocation authorized pursuant to a valid Noise Certificate or otherwise provided under this agreement. A PCNEL or CCNEL produced by a Carrier in any Enforcement Period or in any Compliance Period in excess of a Carriers' authorized PCNEL or CCNEL for that Enforcement Period or Compliance Period will be calculated as the numerical differences between the authorized and actual PCNEL or CCNEL.

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

(b) Any carrier which has exceeded its authorized PCNEL or CCNEL during an Enforcement Period or Compliance Period (as defined in Section 3(g)), will be assessed a noise-related operating fee computed on the basis of _____ Dollars per equivalent aircraft flight for each day in the Enforcement Period or Compliance Period that it is in violation

All such noise-related operating fees shall be applied by the Port to offset costs associated with noise mitigation measures at SEA, and shall be due and payable upon receipt of notice from the Director

(c) In addition to the assessment of a noise-related operating fee, a Carrier whose actual PCNEL or CCNEL exceeds its PCNEL or CCNEL allocation in two of the three most recent Enforcement Periods shall have its PCNEL or CCNEL allocation permanently reduced by _____ decibels

Section 8--Dispute Resolution

(a) Any person who claims to be adversely affected by any particular provision of this agreement or any determination, order or decision of the Director made pursuant to this agreement may petition the Director to grant extraordinary relief from the requirements of the provision pursuant to Section 9 or to review the Director's determination, order or decision. Petitions must be in writing and must set forth the petitioner's position and its basis, including all facts upon which the petitioner relies. The Director may require the petitioner to provide additional information in support of its petition. The Director's final decision shall be based upon the petition, the information provided by the petitioner, and any other information the Director believes may be helpful. The Director shall issue his final decision within thirty (30) days of the date the petition is received by the Director, or if the Director has required the petitioner to provide additional information in

**WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY**

support of its petition, then within thirty (30) days of the date that information is received by the Director.

(b) A petitioner adversely affected by a final decision of the Director under Section 8(a) may petition the Port Commission to review the Director's decision. Any petition for review must be in writing and must set forth all objections to the Director's decision and the basis for the objections. The Port Commission may supplement the record if it believes additional information may be helpful. The Port Commission shall issue a decision within ninety (90) days of receiving a petition for review. Should the Port Commission fail to issue a decision within the ninety (90) days provided in this section, then the Port Commission shall be deemed to have affirmed the Director's decision.

Section 9--Extraordinary Relief

(a) Waivers of violations of this agreement may be granted by the Director upon a clear showing by the Carrier so requesting that the violation occurred due to (i) the mechanical failure of scheduled equipment which necessitated the substitution of other equipment for a period of not more than three (3) days, (ii) a diversion of an aircraft to the Airport, or (iii) other circumstances beyond the reasonable control of the Carrier.

(b) The Director may also grant such extraordinary relief from the provisions of this agreement as may be deemed necessary or desirable to foster competition, ensure the provision of adequate air service to the community, alleviate any undue hardships, or otherwise further the public welfare or interest. Such relief shall be of limited duration not to exceed xx (x) years, and may be conditioned upon the Carrier's agreement to any conditions the Director deems necessary or helpful,

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

including the requirement to provide greater noise reductions than required by agreement at a later date.

Section 10--Severability

If any provision of this agreement, or the application of such provision to a person or circumstance, is held to be invalid by a court of competent jurisdiction the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 11--The Effective Date

The Effective Date of this agreement shall be January 1, 1991

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

Schedule A

Computation Of Noise Exposure Level SEA Noise Budget

1. INTRODUCTION

The Port will provide a pc-based spreadsheet to facilitate computation of Noise Exposure Levels for the Noise Budget. The information provided here describes the computations that will be used.

2. COMPUTATIONS OF PCNEL OR CCNEL

Compute PCNEL or CCNEL for an enforcement period according to the four steps which follow. (The steps shown here are for a passenger carrier's PCNEL. The computation for a cargo carrier's CCNEL are identical)

Step 1 - Determine the number of arrivals and departures during the day and night for each aircraft type operated at SEA during the average day of the computation period. The value for each type of operation is the total number of that type of operation (e.g , day departures by 727-200/JT8D-15QN aircraft) divided by the number of days in the period

Step 2 - Using the Reference NELs from Table A-1 or alternative table provided by an air carrier and approved by the FAA, compute the Partial Passenger Carrier Noise Exposure Level (Partial PCNEL) for each aircraft type at computation points A, B, C, and D. Use method of Step 2.1 for points A, B, C and the method of Step 2.2 for point D

Step 2.1 - To compute Partial PCNEL for takeoffs (points A, B and C) for a single aircraft type

Partial PCNEL

$$\text{Aircraft} = 10 \times \log ((\text{Day Takeoffs} + 10^1 \times \text{Night Takeoffs}))$$

$$\times (\text{Antilog} (\text{SEL}_{\text{aircraft}}/10))) - 49.3651$$

Step 2.2 - To compute Partial PCNEL for Landings (point D) for a single aircraft type

$$\text{Partial PCNEL Aircraft} = 10 \times \text{Log} ((\text{Day Landings} + 10^1 \times \text{Night Landings}))$$

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

$$x (\text{Antilog} (\text{SEL}_{\text{aircraft}}/10)) - 49.3651$$

Step 3 - Compute the sum of the Partial PCNELS at the three computation points for all of a carrier's aircraft.

Sum of Partial PCNELS (Point) =

$$\begin{aligned} & 10 \times \text{Log} ((\text{Antilog} (\text{Partial PCNEL}_{\text{Aircraft 1}}/10)) \\ & + (\text{Antilog} (\text{Partial PCNEL}_{\text{Aircraft 2}}/10))) + \\ & \dots + (\text{Antilog} (\text{Partial PCNEL}_{\text{Aircraft N}}/10))) \end{aligned}$$

Where a carrier has N types of aircraft.

Step 4 - Compute the PCNEL as the sum of Partial PCNELS at points A, B, C and D.

$$\begin{aligned} \text{PCNEL} = & 10 \times \text{Log} ((\text{Antilog} (\text{Partial PCNEL}_{\text{Pt.A}}/10)) \\ & + (\text{Antilog} (\text{Partial PCNEL}_{\text{Pt.B}}/10)) \\ & + (\text{Antilog} (\text{Partial PCNEL}_{\text{Pt.C}}/10)) \\ & + (\text{Antilog} (\text{Partial PCNEL}_{\text{Pt.D}}/10))) \end{aligned}$$

3 COMPUTATION OF AIRPORT NOISE EXPOSURE LEVEL (ANEL)

For an enforcement period, compute the ANEL as the sum of Carrier Noise Exposure Levels (PCNELS and CCNELS) for all air carriers at SEA that hold current Noise Certificates

$$\begin{aligned} \text{ANEL} = & 10 \times \text{Log} ((\text{Antilog} (\text{PCNEL}_{\text{Carrier 1}}/10)) \\ & + (\text{Antilog} (\text{PCNEL}_{\text{Carrier 2}}/10)) \\ & + \dots + (\text{Antilog} (\text{CCNEL}_{\text{Carrier z}}/10))) \end{aligned}$$

When z carriers, as defined by the Noise Budget, are operating at SEA

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

SEA TAC DRAFT BUDGET FORMAL
MARCH 11, 1990

IHM AIRCRAFT	DESCRIPTION	REFERENCE POINTS (INCL)			
		Departure 30,000 ft	Departure 60,000 ft	Departure 90,000 ft	Arrival 20,000 ft
A300	A300/CF8-50C	84.8	76.1	71.6	87.6
A310	A310/CF8-80A	83.5	74.9	70.4	87.4
A7D	A7D/TF41	98.4	87.1	80.6	94.3
707	B707 120/JT3C	92.3	82.8	76.7	95.8
707120	B707 120B/JT3D 3	91.7	81.8	77.8	98.3
707320	B707 320B/JT3D 7	94.4	88.2	80.2	98.8
7070N	B707 320B/JT3D 70N	93.9	86.8	82.3	91.7
720	B720/JT3C	88.5	78.6	73.1	96.4
720B	B720B/JT3D 3	90.5	81.0	77.4	98.2
727100	B727 100/JT8D 7	96.4	87.1	82.6	92.0
72707	B727 100/JT8D 70N	95.8	86.3	81.8	88.6
727D15	B727 200/JT8D 15	97.5	89.8	85.2	92.5
727015	B727 200/JT8D 150N	97.0	88.9	84.4	89.3
727D17	B727 200/JT8D 17	97.7	89.4	85.1	89.3
727200	B727 200/JT8D-7	99.1	89.2	84.6	92.4
72709	B727 200/JT8D 90N	98.4	88.6	84.2	89.3
737300	B737 300/CFM56-3 B1	78.7	70.3	68.2	84.9
7373B2	B737 300/CFM56-3B-2	79.5	70.4	67.0	84.9
737D17	B737/JT8D 17	92.8	85.0	80.9	85.5
737	B737/JT8D 8	90.7	82.8	78.7	88.7
7370N	B737/JT8D 90N	90.0	82.1	78.0	85.2
747100	B747 100/JT8D0	93.7	86.0	80.7	95.1
747100	B747 100CONV/JT8D0FL	88.3	81.7	77.2	89.9
747200	B747 200/JT8D0FL	89.7	83.3	78.8	90.0
74720B	B747 200B/JT8D 7D	88.4	81.3	77.0	92.9
747SP	B747SP/JT8D0FL	85.9	78.4	74.1	89.6
757PW	B757/PW2037	78.2	67.8	64.0	84.7
757RR	B757/RR 535E	77.4	69.4	65.9	83.3
787CF8	B787 200/CF8-80A	81.2	74.0	70.1	87.0
787JT8	B787 200/JT8D-7	81.8	73.9	70.4	87.0
BAC111	BAC111/SPEY512	88.2	78.9	73.9	90.3
BAE146	BAE 146/ALF 502R 5	78.2	71.4	66.7	81.8
H5748A	BAE HS 748/DART	84.3	78.4	74.6	88.2
BEC58P	BEECH BARON 58P	81.0	75.1	71.9	78.9
CNA800	CESSNA CITATION I	76.4	67.9	62.7	74.8
CNA441	CESSNA CONQUEST II	70.7	64.6	61.9	76.5
CL800	CHALLENGER CL-800	79.2	71.0	66.1	78.1
CL601	CHALLENGER CL-601	78.7	68.3	63.4	79.6
COMSEP	COMP GA SINGLE ENG	78.0	72.8	69.2	70.1
COMJET	COMPOSITE GA JET	93.2	82.0	75.8	90.1
CONCRO	CONCORDE/OLY583	111.0	110.2	104.6	103.8
CVR580	CONVAIR 580	77.5	72.3	69.8	85.3
DC1030	DC 10-30/CF8-60C2	84.3	78.3	72.2	88.2
DC1010	DC 10 10/CF8-6D	85.7	78.2	73.7	88.1
DC1040	DC 10-40/JT8D-20	84.3	78.3	72.2	88.2
DC3	DC-3/R2800	86.8	82.0	78.3	87.0
DC8	DC-8/R2800	92.0	84.9	81.2	90.0
DC820	DC-8 20/JT4A	92.2	82.4	76.7	96.6
DC850	DC-8 50/JT3D-3	93.0	83.1	78.4	98.4
DC862	DC-8 60/JT3D 7	95.4	86.1	81.0	99.0
DC80N	DC-8 60/JT3D 70N	94.8	87.4	83.0	91.6
DC870	DC-8 70/CFM56-2	84.0	75.8	70.9	86.5
DC810	DC-8 10/JT8D 7	88.4	80.6	77.1	90.2
DC907	DC-8-10/JT8D-70N	87.8	79.7	76.4	88.8
DC930	DC-8 30/JT8D-9	91.4	84.0	79.9	90.9
DC909	DC-8 30/JT8D 90N	90.8	83.3	79.1	87.6
DC950	DC-8 50/JT8D-17	94.4	86.5	82.3	88.9
DHC6	DHC-6/PT6A 27	78.8	71.1	68.9	85.2
DHC7	DHC-7/PT6A 80	71.1	64.9	60.9	80.8
DHC8	DHC-8/PW120	70.2	65.9	63.4	82.3
F4C	F-4C D E F J78	89.8	87.8	84.0	106.4
F28MK2	F28 MK2000/RB 183-2	80.4	82.9	78.2	89.0
F28MK4	F28 MK4000/RB 183-2P	87.5	79.8	74.4	88.0
GASEPF	GA SGL ENG FIX PITCH	73.6	67.8	64.1	87.8
GASEPV	GA SGL ENG VAR PITCH	78.8	72.2	68.8	74.2
LEAR25	GATES LEAR 25/CF810	98.8	86.8	79.5	83.4
LEAR35	GATES LEAR 35/TFE731	80.9	71.1	65.8	74.4
G18	GULFSTREAM G18/SPEY	98.9	87.8	82.8	88.8
C130	HERCULES/T58	87.3	79.9	76.0	88.6
IA1125	IAI 1125 ASTRA	80.8	72.8	67.7	76.1
KC135	KC-135A/J87	114.8	106.1	99.3	104.6
L10115	L 1011 500/RB211 524	86.7	77.6	73.5	90.2
L1011	L 1011/RD211 22B	88.8	78.3	73.8	89.9
L188	LOCKHEED 188 ELECTRA	81.1	75.6	72.8	88.4
MD81	MD-81/JT8D 209	83.7	76.6	72.0	82.6
MD82	MD-82/JT8D 217A	84.6	77.1	72.6	82.7
MD83	MD-83/JT8D-219	85.5	78.0	73.8	83.3
MJ3001	MITSUBISHI DIAMOND I	82.7	74.4	69.4	77.8
SABR80	N A SABRELINER 80	82.7	72.7	67.7	83.7
SF340	SAAB 340/CT7 5	76.4	70.4	66.9	78.3
SD330	SHORTS SD3 30	78.1	72.5	69.1	79.6

WORKING DRAFT
FOR INFORMATION PURPOSES ONLY

Schedule B

Computation For Allocation of PCNEL And CCNEL SEA Noise Budget

1. ALLOCATION FOR INITIAL YEAR

Compute the initial Allocations of PCNEL and CCNEL according to the steps which follow.

Step 1 - Following the procedures presented in Schedule A, compute the PCNEL or CCNEL for each carrier for each of the schedules operated during the Base Period

Step 2 - Identify for each carrier the highest value of PCNEL or CCNEL computed in Step 1.

Step 3 - Following the procedures presented in Schedule A, compute the ANEL for SEA for August, 1990

Step 4 - Using the PCNELs and CCNELs identified in Step 2, allocate the ANEL determined in Step 3 among the carriers which operated at SEA during the Base Period. Perform the allocations in accordance with the following computation method

Step 4.1 - Compute the sum of maximum PCNELs and maximum CCNELs

$$\begin{aligned} \text{Sum of Maximums} = & (\text{Antilog} (\text{Maximum PCNEL}_{\text{Carrier1}}/10)) \\ & + (\text{Antilog} (\text{Maximum PCNEL}_{\text{Carrier2}}/10)) \\ & + \dots + (\text{Antilog} (\text{Maximum CCNEL}_{\text{Carrier } z}/10)) \end{aligned}$$

Where there are z carriers operating at SEA

Step 4.2 - Compute the share of each carrier

$$\text{Share}_{\text{Carrier}} = \frac{(\text{Antilog} (\text{Maximum PCNEL}_{\text{Carrier } 1}/10))}{\text{Sum of Maximums}}$$

Step 4.3 - Compute the first year PCNEL or CCNEL for each carrier

$$\text{PCNEL (or CCNEL)}_{\text{Carrier}} = 10 \times \text{Log} ((\text{Antilog} (\text{ANEL July 1989}/10)) \times \text{Share}_{\text{Carrier}})$$

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

2. Subsequent Allocations

Each year the Director of Aviation shall issue to carriers with expiring noise certificates, new noise certificates in the amount of the expiring certificates reduced as follows:

For the Calendar Year	PCNEL	CCNEL
1991	X decibels	X decibels
1992	X decibels	X decibels
1993	X decibels	X decibels
1994	X decibels	X decibels
1995	X decibels	X decibels
1996	X decibels	X decibels
1997	X decibels	X decibels
1998	X decibels	X decibels
1999	X decibels	X decibels
2000	X decibels	X decibels
2001	X decibels	X decibels

WORKING DRAFT
FOR DISCUSSION ONLY

**DRAFT
FOR INFORMATION PURPOSES ONLY
April 17, 1990**

**SEATTLE-TACOMA INTERNATIONAL AIRPORT
NIGHTTIME LIMITATION AGREEMENT**

§ 1 PURPOSE

The Port of Seattle (Port) promulgates this agreement to provide for a continual reduction of cumulative noise resulting from aircraft operations at Seattle Tacoma International Airport ("SEA") in accordance with the Port's authority as proprietor of SEA, while allowing SEA to continue its function as an International Airport and gateway to the Pacific, as a vital contributor to a strong and growing economy, and, as a major source of employment for the Seattle Area

§ 2 EFFECTIVE DATE

This agreement shall become effective on October 1, 1990, and shall remain in effect until amended or repealed

§ 3 DEFINITIONS

- (A) Aircraft All subsonic transport category large airplanes, subsonic turbojet powered airplanes and supersonic transport category airplanes, all of which were ever certificated or recertificated at a maximum gross takeoff weight in excess of 75,000 lbs , whether certificated or recertificated by the United States or by a foreign country
- (B) Low Bypass Engine. Engine with a bypass ratio of two or less
- (C) Operation An aircraft landing or takeoff

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

- (D) Operator An entity that exercises operational control over an aircraft, including scheduling, routes, and choice of aircraft
- (E) Quarterly Period Successive three-month periods occurring at regular intervals four times a year, the first quarter of any given year beginning on the first day of January, and the last quarter ending on the thirty-first of December
- (F) Stage 2 Aircraft An aircraft that is certificated by the Federal Aviation Administration as complying with the noise levels prescribed in 14 C.F.R. Part 36, Appendix C, Section 36.5 (a)(2), or is certificated in accordance with Chapter 2 of Annex 16 to Article 37 of the International Civil Aviation Organization Convention
- (G) Stage 3 Aircraft An aircraft that is certificated by the FAA complying with or operated to meet the noise levels prescribed in 14 C.F.R. Part 36, Appendix C, Section 36.5 (a)(3), or is certificated in accordance with Chapter 3 of Annex 16 to Article 37 of the International Civil Aviation Organization Convention

§ 4 AGREEMENT

- (A) Stage 3 Requirement for Aircraft Types Not In Operation On or Before March 31, 1990.

Effective the date of this agreement, no Stage 2 low bypass jet aircraft operations may be planned or scheduled at SEA between the hours of 12:00:00 a.m. and 5:59:59 a.m. unless the operator can establish that the operation in question represents a continuation of a regularly scheduled Stage 2 low bypass operation that was conducted prior to March 31, 1990. All such exempted operations will be grandfathered for a period of two (2) years from the date of this agreement.

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

(B) Limitation on Nighttime Stage 2 Operations.

Stage 2 aircraft shall be permitted to operate at SEA after _____ only in compliance with the following schedule

- (1) Effective _____, Stage 2 aircraft may operate at SEA only from 6 30 00 a.m. to 10 59 59 p.m. hours
- (2) Effective _____, Stage 2 aircraft may operate at SEA only from 6 45 00 a.m. to 10 29 59 p.m. hours
- (3) Effective _____, Stage 2 aircraft may operate at SEA only from 7 00 00 a.m. to 9 59 59 p.m. hours

(C) Maximum Nighttime Noise Limits.

After 1997 the Port will determine whether a maximum noise limit for aircraft operating during the nighttime hours is appropriate

(D) Variances.

(1) Upon the effective date of this agreement, requests by operators for a variance from any provision of this agreement must be made in writing to the Director of Aviation at least 60 days prior to the date the variance, if granted, would become effective. Every request for a variance shall be reviewed by the Director of Aviation to determine whether all information necessary to evaluate the request has been included and when complete, shall be transmitted to the Port. Every request for a variance shall be heard by the Port or by an official designated by the Port, at which time the operator requesting the variance, the Port staff, and interested members of the public shall be entitled to present information relevant to whether or not the granting of a variance is in the public interest. The burden in all variance applications shall be on the applicant. Variance application proceedings

shall be adjudicatory in nature, and the Port or designated official shall issue findings on the record of the proceeding

(2) A variance pursuant to Section 4 (D)(1) may be granted only if the Port finds, in the exercise of its discretion, that the granting of a variance is in the public interest. In determining the public interest the Port shall consider, among any other factors it believes to be relevant, the following

- (a) the noise impact upon SEA and the affected surrounding community should the variance be granted
- (b) the fairness to other aircraft operators, which are in compliance with this agreement, of granting a variance,
- (c) the economic and technological feasibility, considered on an industry-wide basis, of complying with this agreement in the absence of a variance,
- (d) the effect upon compliance by SEA with state and local laws, agreements, and standards should the variance be granted,
- (e) the value to the public of the aircraft operations for which the variance is sought,
- (f) whether the aircraft operator is taking bona fide measures, to the best of the operator's ability, to comply with this agreement,
- (g) a statement, signed by the Secretary of State or by the Deputy Secretary of State, stating the official position of the United States that the granting of a variance is in the foreign policy or national security interests of the United States

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

**WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY**

The Port may grant a variance in part, or for limited duration, or may impose such conditions on the granting of a variance which it finds appropriate to accomplish the purposes of this agreement. The presence or absence of one or more of the above factors shall not require award of a variance from this agreement and the decision to grant or deny a variance in any particular case shall be based upon the Port's overall public interest determination

(E) Exemption For Maintenance Operations.

(1) Upon written application, the Director of Aviation may grant a maintenance exemption to an operator which operates maintenance facilities at SEA for operations in revenue and non-revenue service upon the following conditions

- (a) The maintenance exemption shall apply only to operations performed for the specific purpose of positioning aircraft to receive periodic or regular maintenance at SEA,
- (b) Under the maintenance exemption, all non-revenue operations may be exempted from the requirements of Section 4(C) and may be excluded as operations under Section 4(B), but must comply with all other provisions of this regulation,
- (c) The term of the exemption shall not exceed two years and may be renewed by the Director of Aviation at one year intervals,
- (d) All operations pursuant to a maintenance exemption must be reported to the Director of Aviation on a monthly basis by the fifteenth day following the end of the month identifying each operation by type of

**WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY**

aircraft, type of engine, date and time of exempt operation, aircraft registration number, and whether the aircraft was in revenue or non-revenue service, and,

- (e) The operator must agree to comply with such other terms as are established by the Director of Aviation

(2) The arrival of an aircraft in non-revenue service for emergency maintenance shall be exempt from the requirements of Sections 4 (A) and 4 (B) if the operator obtains an emergency maintenance exemption. To obtain an emergency maintenance exemption for the arrival and departure of the aircraft, the operator must make a verbal request to the Director of Aviation prior to the operation and, within seven days after the operation, submit a written explanation of the circumstances which necessitated the granting of the exemption to the Director of Aviation

(F) Other Exemptions.

(1) An operation at SEA by an aircraft which does not comply with the requirements of Sections 4 (A) or 4 (B) shall be exempted from the requirements of those sections, if the operator of the aircraft demonstrates to the satisfaction of the Director of Aviation that:

- (a) the noncomplying aircraft was operating in the place of a complying aircraft which was unable to perform a scheduled operation at SEA because of extreme circumstances, or
- (b) the operation was necessitated by an in-flight emergency

(2) An operation by an aircraft which does not comply with the requirements of Section 4 (A) or 4 (B) shall be exempt from the requirements of

those sections if the operation is otherwise permitted under this agreement at the published, scheduled time of the operation and the operator of the aircraft demonstrates to the Director of Aviation that the actual time of operation is delayed because of unforeseen or emergency circumstances.

(3) To obtain an exemption under Sections 4 (F) (1) and (2), an operator must within twenty-four hours before or after such an operation occurs, verbally notify the Director of Aviation that such an operation has occurred and, within seven days after the operation occurs, submit a written explanation to the Director of Aviation of the circumstances necessitating the request for exemption

(4) When acting as operators, the United States of America, the State of Washington, or a federal, state or local agency conducting law enforcement, fire prevention, or rescue services shall be exempted from all provisions of this agreement

(5) International carriers operating under bilateral agreement with the United States Government

(6) Operators with aircraft for which there is no Stage 3 equivalent or retrofits available An operator must show that no such aircraft or retrofits are available and that the operator is making a good faith effort to achieve such as they become available

(G) Reporting Requirement.

(1) Each operator shall, when requested by the Port, file a report listing the operator's fleet the type of aircraft, the type of engine, the aircraft registration number, and whether the aircraft is a Stage 2 or Stage 3 aircraft

(2) An intentional misrepresentation of any fact contained in a report required by Section 4 (G)(1) shall be considered a violation of this agreement

WORKING DRAFT
FOR DISCUSSION PURPOSES ONLY

(H) Sanctions.

Violations of any provision of this agreement shall be punishable in the following manner

- | | |
|--|--|
| (1) 1st violation in a twelve-month period | Letter of admonishment from the Director of Aviation |
| (2) 2nd violation in a twelve-month period | _____ |
| (3) 3rd violation in a twelve-month period | _____ |
| (4) Additional violations in a twelve-month period | _____ |

§ 5 CONSTRUCTION OF THE AGREEMENT.

References in this agreement to Federal Aviation Agreements, 14 C.F.R. Part 36, are not intended to incorporate into this agreement the construction, regulatory purpose or specific application given by the Federal Aviation Administration or any court to those provisions. This agreement is designed to accomplish distinct regulatory goals dictated by the peculiar local conditions existing at SEA. The Port shall be the final authority on the interpretation, regulatory purpose, and application of all aspects of this agreement to all aircraft seeking permission to commence operation or to continue operation at SEA.

§ 6 SEVERABILITY.

If any portion of this agreement or if any application of this agreement is held unconstitutional or otherwise unlawful, the remainder of this agreement and the remaining applications of this agreement shall not be affected thereby.

APPENDIX C.

Sea-Tac Noise Abatement Committee

PURPOSE

The purpose of the Sea-Tac Noise Abatement Committee (SNAC) is to provide advice, oversight and continuity during the development, implementation, and duration of the Noise Abatement actions agreed to by the Mediation Committee on March 31, 1990

PROCEDURES

Meetings: Meetings will initially be held on every two months, and will be facilitated by Port of Seattle staff. Revisions to the meeting schedule may be requested by the Sea-Tac Noise Abatement Committee. Participation in the discussions will be limited to members of SNAC, although meetings will be open to the public. Meetings will be held at Sea-Tac International Airport unless otherwise stated. Staff support, including provision of agendas and minutes, will be provided by the Port of Seattle

GROUNDRULES

Membership

Membership is to be established and maintained in such a manner as to ensure adequate and balanced representation of the Mediation Committee interests. Initially, membership will be composed of members of the Options Subcommittee of the Mediation Committee, who will be appointed by the Port Commission to serve a term not to exceed two years

As a member's term expires, or in the event that a member needs to be replaced before the conclusion of his or her term, a replacement will be selected based on procedures determined by the full Noise Abatement Committee. Nominations will be confirmed by the Port of Seattle Commission

Establishment of further groundrules

The first priority of the Airport Noise Abatement Committee will be to establish the groundrules under which the committee will operate. These groundrules will address such issues as procedures for meeting conduct, membership requirements, etc

Agenda

Initial agendas will focus on establishment of groundrules and implementation progress, with the committee advising on the resolution of unanticipated implementation problems. After all programs are successfully implemented, meetings will focus on results of the various airport use regulations such as the noise budget and nighttime limitations, and on the results of the monitoring activities. The committee will provide continued review and comment on reports related to mediated noise abatement programs