

**CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY
("CNYRTA")**

**Regulations Governing the Exercise of First Amendment Activities on the
Syracuse Downtown Transfer Hub Property**

I. Introduction

CNY Centro, Inc. (hereinafter "CENTRO") permits First Amendment Activity (as defined herein) in certain locations of the property owned and controlled by CENTRO at 599 S. Salina St., Syracuse, New York 13202 (hereinafter "Syracuse Downtown Transfer Hub Property") only to the extent that such activities are conducted in strict accordance with the rules contained herein as may be amended from time to time (hereinafter, the "Regulations") and only to the extent such activities are, in all other respects, compatible with CENTRO's mission to safely and efficiently operate the Syracuse Downtown Transfer Hub.

II. Purpose

- (a) The purpose of the Regulations is to provide for a permit process so that the right of the public to engage in activity protected by the First Amendment to the United States Constitution at the Syracuse Downtown Transfer Hub Property is balanced against the governmental interests of CENTRO.
- (b) The governmental interests include, but are not necessarily limited to:
 - 1. CENTRO's interest in protecting the physical safety and health of the public, its passengers, employees, and other persons authorized to be present on the Syracuse Downtown Transfer Hub Property;
 - 2. CENTRO's interest in ensuring passengers' needs to safely and efficiently utilize the ground transportation systems located on the Syracuse Downtown Transfer Hub Property are met;
 - 3. CENTRO's interest in ensuring that all applicable requirements of homeland security are met;
 - 4. CENTRO's interest in the efficient operation and utilization of the Call-A-Bus service and other special services as well as the equipment and property utilized in the operation thereof;
 - 5. CENTRO's interest in minimizing extraneous station noise levels so that passengers, CENTRO, or other transit personnel may easily and clearly hear public address system and bus related announcements of bus arrival and departure times, terminal and platform locations, schedule changes, emergency announcements and security alerts;

6. CENTRO's interest in preventing obstructions to passengers' and employees' line of view of bus information monitors and in preserving unobstructed access by passengers and employees to transit schedule desks, informational signing, ticket dispensing machines, security, fire alarms, and emergency equipment.
7. CENTRO's interest in preserving unobstructed, unimpeded and orderly flow of pedestrian traffic throughout the Syracuse Downtown Transfer Hub Property, particularly in and around corridors, passageways, exits and entrances, doorways, ramps, stairways, etc.;
8. CENTRO's interest in minimizing the invasion of personal privacy rights, or risk to personal security of passengers, in the Syracuse Downtown Transfer Hub Property and in its buses;
9. CENTRO's interest in preventing undue apprehension by passengers of the risk of theft or assault in areas where passengers are engaged in cash or credit transactions, including ATM machines, ticket dispensing machines, ticket windows, and in other areas such as platforms, terminals, corridors and passageways;
10. CENTRO's interest in complying with applicable building codes, fire codes, noise and air quality environmental standards, and other laws and regulations;
11. CENTRO's interest in maintaining cleanliness and orderliness and rights-of-way free from litter, trash, and debris; and
12. CENTRO's interest in implementing rules which entail minimum public cost of enforcement and control.

III. Definitions

- (a) "First Amendment Activity" is defined as the verbal, written or symbolic communication or display of information, ideas, or opinions to the extent that such communication or display is protected by the First Amendment to the United States Constitution.
- (b) "First Amendment Activity" does not include the verbal, written or symbolic communication or display of information, ideas, or opinions that is or are unprotected by the First Amendment to the United States Constitution including, but not necessarily limited to, language or dissemination or display of materials that is or are obscene, libelous, defamatory, depict child pornography, or could incite imminent unlawful action, all of which are strictly forbidden.
- (c) "Reception Desk" is defined as the reception desk of the CENTRO main office building located at 200 Cortland Avenue, Syracuse, New York 13205. This is a separate location from the Syracuse Downtown Transfer Hub Property.

IV. Permitted Locations for First Amendment Activity

- (a) CENTRO permits First Amendment Activity on the Syracuse Downtown Transfer Hub Property in the locations identified in Paragraph IV (b) herein ("Permitted Locations") provided that the person or persons intending to engage in such activity obtain(s) a permit from CENTRO in accordance with the terms and conditions set forth in these Regulations. First Amendment Activity shall not be permitted in any location within the Syracuse Downtown Transfer Hub Property not identified in Paragraph IV(b).
- (b) The Permitted Locations are as follows:
 - 1. The sidewalk directly abutting the building located on the Syracuse Downtown Transfer Hub Property ("Building"), which is identified as "B1" in Exhibit "A" attached hereto;
 - 2. The sidewalk directly abutting the Building, which is identified as "B2" in Exhibit "A" attached hereto; and
 - 3. The portion of the center platform identified as "B3" in Exhibit "A" attached hereto.
- (c) Notwithstanding the above, no First Amendment Activity shall be permitted within five (5) feet of any Building entrance, ticketing booth, stairway, elevator, restroom or seating area intended for use by persons who are waiting to board buses.

V. Permit Application Process

- (a) All individuals or organizations requesting permits to engage in First Amendment Activity must submit a written application by completing the Application and Indemnification and Release Forms ("Application"), copies of which may be obtained at the Reception Desk. The Application must be submitted five (5) business days in advance of the requested dates of First Amendment Activity. CNYRTA reserves the right reasonably to expedite the Application submission, review and approval process on a case by case basis.
- (b) Applicant must present photo identification along with the Application. If Application is an organization, the name and photo identification is required of event organizers and/or organization representatives. However, CENTRO retains the right to request photo identification from each person planning to participate. CENTRO reserves the right to destroy or retain copies of photo identification provided with the Application at least for the duration of the permit period. If an Applicant plans to distribute or display written, graphic, or symbolic materials as part of its First Amendment Activity, Applicant must deliver a copy of such materials with the Application. Prior review of written, graphic, or symbolic materials is intended for evaluation and notification purposes only.

- (c) Completed Applications and accompanying materials, if any, must be returned to the Reception Desk. The hours of operation at the Reception Desk are Monday through Friday, 8 a.m. to 5 p.m., except holidays.
- (d) Applications will be approved or denied within two (2) business days of receipt by an officer of CENTRO or his/her designee.
- (e) Once the Application is approved, the Applicant will obtain a permit (the "Permit") from the Reception Desk located at 200 Cortland Avenue, Syracuse, NY 13202 or, upon request, the Permit may be mailed to Applicant at the address provided on the Application. The Permit will be for such time period as is indicated by the Applicant in the Application. However, no Permit shall be issued for a period exceeding two weeks. An applicant may submit additional requests to extend a permit for additional two-week periods.
- (f) Each person covered by the approved Application will be issued a Permit or badge, which must be carried or worn at all times while engaging in First Amendment Activities. If the Application is approved, sufficient Permits or badges for the number of persons participating on behalf of the Applicant for the number of days approved will be forwarded to the Applicant.
- (g) The total number of persons engaging in First Amendment Activity inside or at the Syracuse Downtown Transfer Hub at any one time shall not exceed twenty (20) persons, of which no more than five (5) shall be allowed at the Permitted Location identified on Exhibit "A" as "B1", no more than five (5) shall be allowed at the Permitted Location identified on Exhibit "A" as "B2", and no more than ten (10) shall be allowed at the Permitted Location identified on Exhibit "A" as "B3". The total number of participants at any one time on behalf of any one Applicant shall not exceed five (5) persons.
- (h) Applicants shall, where indicated in the Application, request a Permitted Location and shall set forth the desired number of participants at each Permitted Location. CENTRO will try to accommodate such requests. If more than one Applicant applies to engage in First Amendment Activity at the Syracuse Downtown Transfer Hub Property on a particular date, then Permitted Locations will be assigned in the order the Applications are received, provided there are sufficient locations available.
- (i) CENTRO reserves the right to deny an Application in the following circumstances:
 - 1. where a threat to the public safety or public health exists;
 - 2. where the Application is incomplete or contains a material falsehood or misrepresentation;
 - 3. where all available locations within the Syracuse Downtown Transfer Hub Property are already assigned for the date or dates requested by the Application;

4. where an emergency exists, such as transportation emergencies, extraordinary weather, power failures, acts of war, accidents, disasters, strikes, riots, fire, acts of God, or a condition or threatened condition of civil disorder;
5. where the issuance of a permit will hinder CENTRO's ability to safely and efficiently operate the Call-A-Bus service or other special service or the equipment or property utilized in the operation thereof;
6. where the issuance of a permit will cause extraneous station noise such that passengers, CENTRO, or other transit personnel will be unable to easily and clearly hear the public address system and bus related announcements of bus arrival and departure times, terminal and platform locations, schedule changes, emergency announcements and security alerts;
7. where the issuance of a permit will cause obstructions to passengers' and employees' line of view of bus information monitors or obstruct access by passengers and employees to transit schedule desks, informational signing, ticket vending machines, security, fire alarms, and emergency equipment;
8. where the issuance of a permit will obstruct or impede the orderly flow of pedestrian traffic throughout the Syracuse Downtown Transfer Hub Property, particularly in and around corridors, passageways, exits and entrances, doorways, ramps, stairways, etc.;
9. where the issuance of a permit will the result in the invasion of personal privacy rights, or risk to personal security of passengers, both in the Syracuse Downtown Transfer Hub Property and in its buses;
10. where the issuance of a permit will cause undue apprehension by passengers of the risk of theft or assault in areas where passengers are engaged in cash or credit transactions, including ATM machines, ticket dispensing machines, ticket windows, and in other areas such as platforms, terminals, paid areas, corridors and passageways;
11. where the issuance of a permit will prevent CENTRO from complying with the applicable building codes, fire codes, noise and air quality environmental standards, and other applicable laws and regulations;
12. where the issuance of a permit will prevent CENTRO from maintaining a clean station free of litter, trash, and debris;
13. where the issuance of a permit will result in a significant public cost of enforcement and control; and

14. where the requested activity falls outside the scope of First Amendment Activity, as defined in Paragraph III (b) herein.

VI. Denial of Application

If an Application is denied, CENTRO shall provide Applicant with a reason for denial in writing and such reason shall be provided within two (2) business days of receipt by an officer of CENTRO. Applicant may appeal the decision by sending a written notice of appeal to the Executive Director of CENTRO ("Executive Director"). In the event that the Executive Director upholds the decision to deny the Application and Applicant believes that the denial violates Applicant's First Amendment rights, Applicant may, at his/her/its own expense, seek legal review of the denial in a court of competent jurisdiction. The mailing address of the Executive Director is: CNY Centro, Inc., PO Box 820 Syracuse, NY 13205. Alternatively, Applicant may personally deliver a written notice of appeal to the Reception Desk.

VII. Suspension of Permit

An issued permit may be suspended in the event of: transportation emergencies, extraordinary weather, power failures, acts of war, accidents, disasters, strikes, riots, fire, acts of God, or a condition or threatened condition of civil disorder. In addition, an issued permit may be suspended if at any time Applicant, or the First Amendment Activity engaged in by Applicant, violates the terms and conditions of these Regulations including, but not limited to, circumstances in which the Applicant or the First Amendment Activity violates the conditions described in Paragraph V(i) herein. First Amendment Activity may resume only if the Applicant or the First Amendment Activity, as the case may be, becomes and remains compliant with the terms and conditions of these Regulations. Failure to conform First Amendment Activity in accordance with the terms and conditions of these Regulations shall result in the permanent revocation of the Applicant's permit pursuant to Paragraph XIX herein.

VIII. Governing Laws

Applicant shall at all times comply with applicable federal, state and local laws. Applicant is subject to all laws regarding fraud, assault, battery, theft and all other laws respecting conduct of individuals in public place, and shall not unlawfully interfere with pedestrians or with traffic flow on the Syracuse Downtown Transfer Hub Property.

IX. Severability

Each provision herein shall be considered separable, and if, for any reason, any provision of these Regulations shall be held by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall have no effect upon and shall not impair the enforceability of, any other provision of these Regulations.

X. Written, Graphic or Symbolic Materials

Written, graphic or symbolic materials displayed at or in the Syracuse Downtown Transfer Hub facility shall be made of heavy paper, cardboard or cloth. They shall not be affixed to the Syracuse Downtown Transfer Hub Property. Permitted materials intended to be distributed hand-to-hand, such as flyers or leaflets, shall be printed on paper and shall not exceed eight (8) inches by eleven (11) inches in size. Materials that are not intended to be distributed (e.g. posters, placards) shall not exceed twenty-four (24) inches by thirty (30) inches in size.

XI. Tables and Other Structures

The use of tables, free-standing displays or other structures is not permitted.

XII. Distribution of Materials/Products

No food, flowers, or any other organic products may be distributed. Any written, graphic or symbolic materials may only be distributed through hand-to-hand delivery. CENTRO shall have no obligation to provide pocket racks, pamphlet displays or any other similar structure or method of conveyance for use by any Applicant.

XIII. No Weapons

No weapons of any kind are permitted at any time on the Syracuse Downtown Transfer Hub Property. Discovery of weapons in the possession of Applicant or any of its participants shall result in the immediate termination of Applicant's permit and expulsion from the Syracuse Downtown Transfer Hub Property.

XIV. Disturbance/Noise/Distracton

Applicants may not engage in any activities, including, but not limited to, rallies nor use any device for voice amplification or any musical instruments or other devices, which tend to create a distraction or disturbance. While engaging in First Amendment Activity, Applicants shall not sing, dance or chant or make outcries except that singing, talking or chanting shall be permitted if done quietly and in a manner so as not to distract passengers and other persons. Applicants shall stay in the Permitted Location assigned by their permit, and not wander or circulate through or in the Syracuse Downtown Transfer Hub Property while engaging in First Amendment Activity.

XV. Persons Not to be Targeted

Applicant will not distribute literature to or solicit donations from any person who does not wish to be solicited.

XVI. Disclaimer

CENTRO reserves the right to advise the public of the presence of Applicant and Applicant's planned First Amendment Activities to the extent that it alerts the public to any traffic or safety concerns in or around the Syracuse Downtown Transfer Hub Property. By approving Applicant's Application, CENTRO in no way endorses or supports the Applicant's cause or Applicant's position on any given issue and CENTRO may expressly disclaim responsibility or sponsorship to that effect.

XVII. Cooperation with CENTRO Officers or Official Designee

Applicant must at all times comply and cooperate with directives of all CENTRO Officers or their designees and others responsible for safety at the CENTRO Property, including security inspections of persons and materials, and adherence to the policies and procedures of the CENTRO. If Applicant is an organization, Applicant must designate a local representative as its liaison with CENTRO and its officers.

XVIII. Removal of Litter

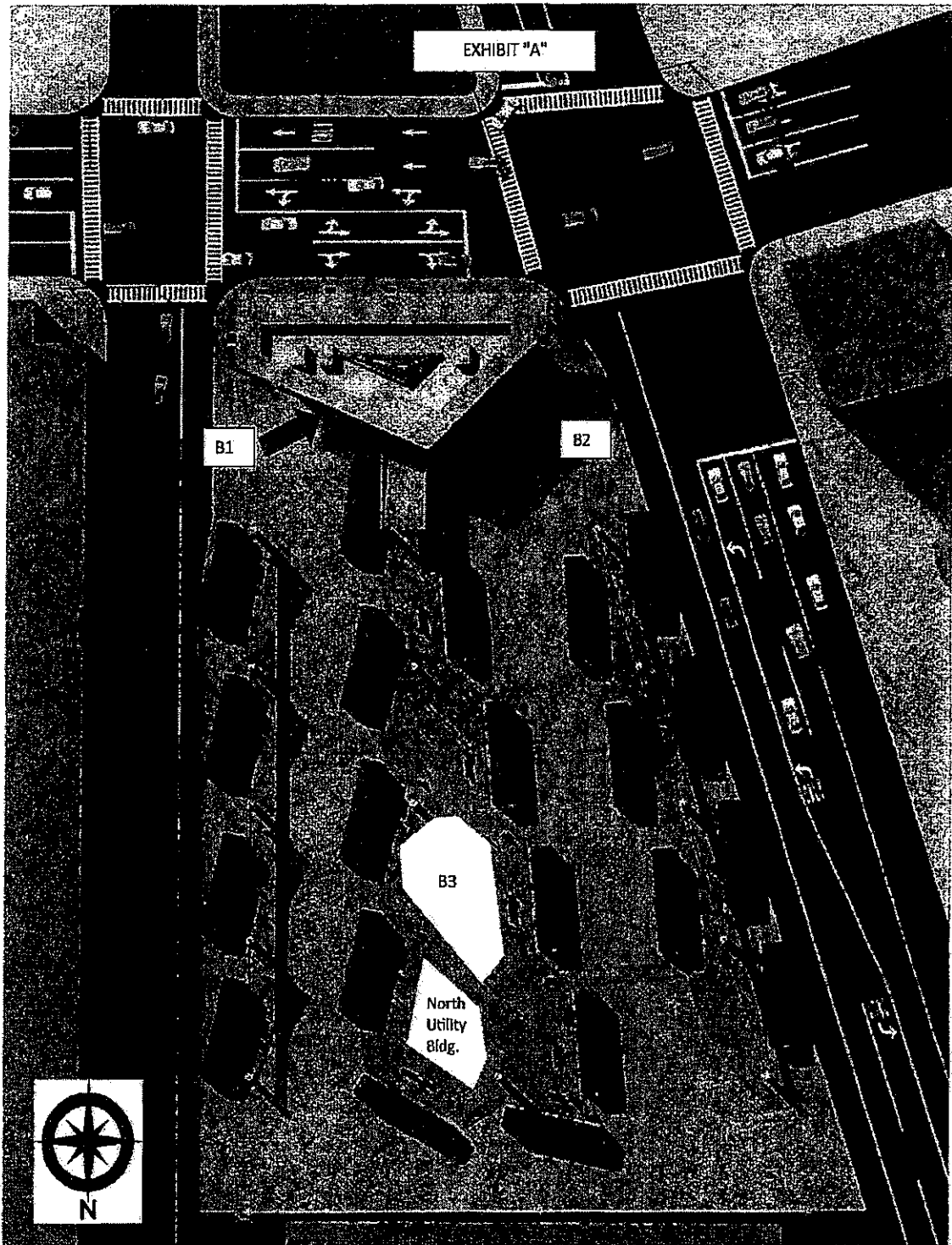
At no time shall Applicant leave written, graphic or symbolic materials, paperwork, pamphlets, books, flyers unattended on or about the Syracuse Downtown Transfer Hub Property. Applicant shall, at all times, keep areas used by it in a clean, neat and uncluttered condition and shall fully remove all of its written materials from the Syracuse Downtown Transfer Hub Property at the end of each daily session. Should litter caused by Applicant's written materials accumulate on the floor of the Syracuse Downtown Transfer Hub Property, Applicant will immediately arrange to remove litter by virtue of CENTRO's agreements with its labor organizations and/or vendors, if any. Applicant will be responsible for payment of all costs of such removal.

XIX. Revocation

Failure to abide by the terms and conditions stated in these Regulations will be grounds for revocation of an issued permit, and/or for removal of the Applicant from the Syracuse Downtown Transfer Hub Property.

CENTRO reserves the right to amend these Regulations from time to time.

Dated: October 26, 2012



**APPLICATION FOR PERMIT TO ENGAGE IN
FIRST AMENDMENT ACTIVITY AT THE
SYRACUSE DOWNTOWN TRANSFER HUB PROPERTY**

This Application and the attached Indemnification and Release Form is made in accordance with the Syracuse Downtown Transfer Hub Regulations (the "Regulations") dated October 26, 2012, Governing Exercise of First Amendment Rights, which are incorporated herein by reference, as same may be updated from time to time.

If printed materials are to be distributed, a copy, facsimile, or email version of such materials is to be included with this Application. Except for the exclusion of pornographic, obscene, libelous or defamatory materials, prior review of written, graphic or symbolic materials is intended for notification purposes only.

1. The specific date(s) and time(s) covered by this Application are to be specified below:

Date(s)	Time From	Time To	Anticipated Number of Participants

2. Name and contact information of group(s) organizing or sponsoring First Amendment Activity:

Name of Organization	Address	Telephone Number	Fax Number or Email Address

3. Check to request one or more of the following Permitted Locations on the Syracuse Downtown Transfer Hub Property:

Permitted Location	Intended Number of Persons Engaging in First Amendment Activity at this Location
<input type="checkbox"/> Sidewalk (Identified on Exhibit "A" as "B1")	
<input type="checkbox"/> Sidewalk (Identified on Exhibit "A" as "B2")	
<input type="checkbox"/> Center Platform (Identified on Exhibit "A" as "B3")	

4. Please provide the name(s), signature(s) and contact information of organizational representative(s):

Printed Name	Signature	Mailing Address	Email Address	Telephone	Photo ID Attached (Y/N)

5. Check the method in which CENTRO should communicate its approval or denial of Application:

- Mail
- Email
- Fax: () _____

6. Please review and sign the attached Indemnification and Release of Claim form.

The original of this Application and the attached Indemnification and Release of Claim form is to be provided at the Reception Desk of the CENTRO Main Office Building located at 200 Cortland Avenue, Syracuse, NY 13205 at least five (5) days prior to the date of and before the first exercise of this Application.

A completed copy of the Application is to be mailed with proof of receipt of delivery or hand-delivered to the Reception Desk at 200 Cortland Avenue, Syracuse, NY 13205 for review prior to the commencement of the exercise of these rights. The Application will be signed by a CENTRO officer and a copy will be mailed, emailed, or faxed to the Applicant confirming the approval or denial.

This Application is subject to the provisions of New York State Freedom of Information Law (FOIL) and any similar applicable law. However, CENTRO will take any legally available steps to protect the personal privacy of Applicants requesting a Permit for First Amendment Activity on the Syracuse Downtown Transfer Hub Property.

(THIS PORTION TO BE COMPLETED BY CENTRO)

Approved: _____

Denied: _____ (See Attached Letter)

**CENTRAL NEW YORK REGIONAL
TRANSPORTATION AUTHORITY**

Name

Title

Date

INDEMNIFICATION AND RELEASE OF CLAIM

The undersigned Applicant(s) for and in consideration of the permit to be granted by CENTRO do hereby release CENTRO and its officers, agents, and employees of and from any and all claims, suits or demands which Applicant(s) or the Applicant(s) successors or representatives may have as a result of any losses, damages, expenses, personal injuries, or death which the Applicant(s) may suffer or sustain as a result of their exercising First Amendment Rights on the Syracuse Downtown Transfer Hub Property.

The undersigned Applicant(s) do here further agree and undertake to indemnify and hold CENTRO harmless for any losses, damages, expenses or liability it, or those who are associated with the Syracuse Downtown Transfer Hub Property, may suffer or sustain as a result of the Applicant(s) exercising First Amendment Rights on the Syracuse Downtown Transfer Hub Property.

I/We represent that by my/our signature(s) at the foot hereof, I/We intend to be legally bound by the terms of the foregoing Indemnification and Release of Claim clause. I/We represent that all of the information furnished in the application is true.

Signature

Date