



ALBANY COUNTY AIRPORT AUTHORITY
 ALBANY INTERNATIONAL AIRPORT
 ADMINISTRATION BUILDING
 SUITE 200
 ALBANY, NEW YORK 12211-1057

TEL: 518-242-2222
 ADMIN FAX: 518-242-2641
 FINANCE FAX: 518-242-2640
 SITE: www.albanyairport.com

Minutes of the Special/Informational Meeting of the Albany County Airport Authority

**ACAA Approved
 05/06/2019**

April 22, 2019

Pursuant to notice duly given and posted, the Special/Informational meeting of the Albany County Airport Authority was called to order on Monday, April 22, 2019 @ 11:30 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Kenneth J. Doyle with the following present:

MEMBERS PRESENT

Rev. Kenneth J. Doyle
 Patricia M. Reilly
 Tony Gorman (Via Telephone)
 Lyon M. Greenberg, M.D.
 Steven H. Heider
 Samuel A. Fresina
 Kevin R. Hicks

MEMBERS ABSENT

STAFF

John A. O'Donnell
 William J. O'Reilly
 Peter Stuto
 Liz Charland
 John LaClair
 Steve Iachetta
 Helen Chadderdon

ATTENDEES

Fred Acunto, Airport Manager, AvPorts
 John DelBalso, Assistant Airport Manager, AvPorts
 Michael DeSocio, Business Review
 Eric Anderson, Times Union

Action Items:

1. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments

1.1 Construction Contract: Authorization to Award Construction Contract 989-GCR Parking Garage to LeChase Construction

Mr. O'Donnell recommended authorization to award Contract No. 989-GCR for the Parking Garage to the qualified low bidder, LeChase Construction in

the amount of \$15,700,000. He advised this contract will be funded from CPN 2263 and will be 53.7% airport funded, 43.8% state funded and 2.5% federal funded.

Mr. O'Donnell explained that with the concurrence of NYSDOT the original sole bidder was rejected and the project was immediately re-scheduled for bidding. During the first bid the contractors and subcontractors requested additional time to bid the project. The re-bid allowed the contractors and subcontractors sufficient time to put together a competitive bid. In summary, the reduced bid amount was the result of additional competition from the three bidders and the additional time afforded for bid preparation.

Mr. O'Donnell also stated that the Authority saved about \$2.2 million by re-bidding the project.

Ms. Reilly inquired if this bid included all of the original work. Mr. O'Donnell advised that the garage elevators were taken out of this contract and were bid separately.

Mr. Heider moved to authorize the award of Contract 989-GCR for the Parking Garage to LeChase Construction in the amount of \$15,700,000. The motion was adopted unanimously.

1.2 Amendment #1 to Contract No. S-945 Replacement of Passenger Boarding Bridges B5, B7, B8 & C3 to C & S Companies for Construction Inspection (CI).

Mr. LaClair recommended authorization to approve Amendment No. 1 in the amount of \$98,095 to Contract No. S-945 Replacement of Passenger Boarding Bridges B5, B7 & C3 to C&S Companies for Construction Inspection (CI). He advised C&S Companies was previously selected as the most qualified firm responding to a competitive Request for Qualifications process. Their fee for services was subsequently established by negotiation as provided for in the Federal Aviation Administration Advisory Circular 150/5100-14-D and the proposed fee will include all construction inspection services during the execution of the construction contract and is in conformance with the Disadvantaged Business Enterprise requirements.

Dr. Greenberg moved to authorize Amendment No. 1 in the amount of \$98,095 to Contract No. S-945 Replacement of Passenger Boarding Bridges B5, B7 & C3 to C&S Companies for Construction Inspection (CI). The motion was adopted unanimously.

1.3 To authorize the issuance of multiple Purchase Orders for Janitorial Supplies to the lowest accepted bid.

Mr. O'Reilly recommended authorization to approve multiple Purchase Orders for janitorial supplies to the lowest accepted bid. He advised the Authority issued an Invitation for Bids (IFB) for Janitorial Supplies with a thirty percent (30%) participation requirement for Minority and Women Owned Business Enterprises. The New York Industries for the Disabled (NYSID) is a preferred source provider under the New York State Finance Law and provided a separate proposal for thirty-seven (37) of the sixty-eight (68) items in the IFB. The Authority received responses from eight (8) vendors and recommends award to six (6) vendors who submitted the lowest price for specific material that NYSID could not provide or would have cost at least fifteen percent more if obtained from NYSID. Four (4) of the six (6) vendors requested a waiver from the MWBE participation

requirement and we obtained approval of the waivers from Empire State Development after their review of the documentation of Good Faith Efforts. The award will be for a three (3) year term with the option to renew for two (2) additional one (1) year terms. Additionally, NYSID as a “Preferred Source Supplier” under the State Finance will be awarded five (5) of the items. The NYSID product pricing for the remainder of their submitted items was more than 15% higher than the pricing obtained through bid. NYSID has been informed of the pricing comparison and accepted our finding.

Fr. Doyle inquired if NYSID was exempt from bidding. Mr. O’Reilly advised that they are exempt, but we could conduct an invitation for bid if NYSID’s prices were more than 15% above market.

Mr. Hicks inquire if Veteran Owned Business were invited to bid. Mr. O’Reilly advised there were no Veteran Owned Business enterprises that could provide these supplies.

Mr. Hicks moved to authorize the approval of multiple Purchase Orders for janitorial supplies. The motion was adopted unanimously.

1.4 Real-Property Acquisition Lease Amendment – Proposed Land Swap and Purchase Transaction with County of Albany for Acquisition of Sicker Road (West) cul-de-sac.

Mr. Iachetta recommended authorization to approve a land swap and purchase transaction with the County of Albany for acquisition of Sicker Road (West) cul-de-sac. He advised Board approval is requested for the proposed land swap and purchase transaction with the County of Albany for the Airport to acquire the end portion of Sicker Road (West), including cul-de-sac, and to create new cul-de-sac at the new road end. The newly acquired land will be used by the Airport for aeronautical purposes, specifically to enhance the CommutAir facility with additional aircraft parking and automobile parking. The components of the transaction are:

The County will transfer .53 +/- acres at no cost to the Authority. This transaction was approved by resolutions of both the County and Authority in 1996. The final transfer (by amendment of the lease with the County) lease amendment was never executed.

The remaining “swap” involves three parcels resulting in a net gain of .72 acres by the Authority. The Authority will pay the County \$90,000 for the .72 acres based upon fair market appraisal. This portion of the conveyance is to add .85 acres to the Airport Lease, subtract a .05 acre parcel from the Airport Lease and convey .08 acre parcel to the County.

Mr. Heider inquired as to who will pay for the new cul-de-sac. Mr. O’Donnell advised this will be our cost.

Mr. Fresina moved to authorize the Proposed Land Swap and Purchase Transaction with County of Albany for Acquisition of Sicker Road (West) cul-de-sac. The motion was adopted unanimously.

1.5 Amendment of ACA A Personnel Handbook - ADD ON/HAND-OUT

Mr. Gorman as Chair of the Personnel Committee recommended authorization of the Amended ACA A Personnel Handbook. He advised that the handbook was reviewed and approved by the Personnel Committee this morning and is being

presented to the full Board for concurrence of the proposed changes.

Mr. O'Donnell reviewed all of the highlighted changes presented.

Mr. Gorman moved to approve the Amended ACAA Personnel Handbook. The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 11:55 a.m.



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**ALBANY COUNTY AIRPORT AUTHORITY
SPECIAL/INFORMATIONAL MEETING**

AGENDA

April 22, 2019

Action Items:

Minutes – April 8, 2019

1. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments

- 1.1 Construction Contract: Authorization to Award Construction Contract 989-GCR Parking Garage to LeChase Construction**
- 1.2 Amendment #1 to Contract No. S-945 Replacement of Passenger Boarding Bridges B5, B7, B8 & C3 to C & S Companies for Construction Inspection (CI).**
- 1.3 To authorize the issuance of multiple Purchase Orders for Janitorial Supplies to the lowest accepted bid.**
- 1.4 Real-Property Acquisition Lease Amendment – Proposed Land Swap and Purchase Transaction with County of Albany for Acquisition of Sicker Road (West) cul-de-sac.**
- 1.5 ADD ON/HAND-OUT – Amendment to the ACAA Personnel Handbook**

NOTICE

TIMES UNION

timesunion.com


Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

ALBANY INTERNATIONAL AIRPORT
737 ALBANY SHAKER RD
ADMINISTRATIVE BLDG SUITE 204
ATTN: KATIE KANE
ALBANY, NY 12211


Account Number: 061026000
Order Number: 0004050726
Order Invoice Text: Special Meeting Notice

A Loveridge / T Tomes / S Rawling / R Bernard / T Duquette of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

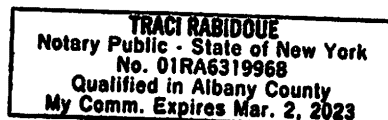
04-16-2019



Sworn to before me, this 17 day of April 2019.



Notary Public
Albany County



My Comm. Expires Mar. 2, 2023
Qualified in Albany County
No. 01RA631988
Notary Public - State of New York
TRACI RABIDOU

**ALBANY COUNTY AIRPORT AUTHORITY
SPECIAL MEETING
NOTICE**

Notice is hereby given of the following special meeting of the Albany County Airport Authority:

The Albany County Airport Authority will hold a Special Meeting on Monday, April 22, 2019 at 11:30 a.m. The meeting will be held in the 3rd Floor Conference Room located in the Main Terminal at the Albany International Airport, Albany, New York.

TU11 4050726

6-1-5



MEMORANDUM FOR THE DIRECTOR

Subject: [Illegible text]

[Illegible text]





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SPECIAL MEETING
NOTICE

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*Posted to
Lobby -
facebook
website
4/22/19
INC*

**ALBANY COUNTY AIRPORT AUTHORITY
GOVERNANCE COMMITTEE
MEETING NOTICE**

Notice is hereby given of the following Governance Committee Meeting of the Albany County Airport Authority:

The Albany County Airport Authority will hold a Governance Committee meeting on **Monday, April 22, 2019 at 11:00 a.m.** The meeting will be held in the Conference Room in the 3rd Floor Conference Room located in the Main Terminal at the Albany International Airport, Albany, NY.

**ALBANY COUNTY AIRPORT AUTHORITY
SPECIAL MEETING
NOTICE**

Notice is hereby given of the following special meeting of the Albany County Airport Authority:

The Albany County Airport Authority will hold a **Special Meeting on Monday, April 22, 2019 at 11:30 a.m.** The meeting will be held in the 3rd Floor Conference Room located in the Main Terminal at the Albany International Airport, Albany, New York.



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ACAA Approved
 04/22/2019

Minutes of the Special Meeting of the Albany County Airport Authority

April 8, 2019

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday, April 8, 2019 @ 11:30 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Kenneth J. Doyle with the following present:

MEMBERS PRESENT

Rev. Kenneth J. Doyle
 Tony Gorman
 Lyon M. Greenberg, M.D.
 Patricia M. Reilly
 Steven H. Heider
 Kevin R. Hicks
 Samuel A. Fresina

MEMBERS ABSENT

STAFF

John A. O'Donnell
 William J. O'Reilly
 Peter Stuto
 Liz Charland
 Steve Iachetta
 Helen Chadderdon
 Doug Myers

ATTENDEES

Fred Acunto, Airport Manager, AvPorts
 John DelBalso, Assistant Airport Manager, AvPorts
 Bob Heitz, Manager Million Air
 Ray Casey, Airport Consultant
 Fire Chief David Cook
 Fire Captain Stephen Dorsey
 Firefighter Michael Cox
 Michael DeSocio, Business Review

1. CHAIRMAN’S REMARKS

2. MINUTES

Mr. Heider moved to approve the minutes of the December 10, 2018 and March 18, 2019 Regular Meetings.

The motion was adopted unanimously.

3. COMMUNICATIONS AND REPORT OF CHIEF EXECUTIVE OFFICER

Mr. O’Donnell presented the Communications and Report of the Chief Executive Officer for the month of April 2019.

Fire Chief David Cook presented the Fire Department’s 2018 end of the year report.

4. INTERESTING CORRESPONDENCE

Noted

MANAGEMENT REPORTS:

5. Chief Financial Officer

Mr. O’Reilly presented the following:

- 5.1 Statistical and Financial Performance
- 5.2 Comparison of Enplanements
- 5.3 Summary of Airline Scheduled Flights and Markets
- 5.4 USDOT Arrival and Departure Statistics

6. Project Development

Mr. Iachetta presented the Project Development Status Report for the month of April 2019.

7. Counsel

8. Concessions/Ambassador Program

Ms. Chadderdon presented the Concessions/Ambassador Status Report for the month of April 2019.

9. Public Affairs

Mr. Myers presented the Public Affairs Status Report for the month of April 2019.

Action Items:

10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments

10.1 Construction Contract: Authorization to Award Contract 991-ES:

Garage Escalator Replacement

Mr. O'Donnell recommended authorization to award Contract 991-ES for Garage Escalator Replacement to qualified low bidder Wainschaf Associates, Inc. for \$775,000. He advised this contract will be funded from CPN 2250 and will be 31.1%+/- state funded and 68.9%+/- airport funded and the Contract is subject to the Project Labor Agreement between the Greater Capital Region Building and Construction Trades, AFL-CIO and Turner Construction Company (Construction Manager) dated December 18, 2018.

Dr. Greenberg inquired what our estimate was for the project. Mr. O'Donnell advised we had estimated the project in the range of \$800,000.

Mr. Hicks inquired if Wainschaf Associates, Inc. will be required to comply with the apprenticeship requirements. Mr. O'Donnell advised that Wainschaf will be complying with the apprenticeship requirements along with their sub-contractors.

Dr. Greenberg moved to authorize the award of Contract 991-ES for the Garage Escalator Replacement to Wainschaf Associates, Inc. in the amount of \$775,000. The motion was adopted unanimously.

10.2 Construction Contract: Authorization to Award Construction Contract 1010-GC Million Air Hangar Door Removal to Sam Greco Construction, Inc.

Mr. O'Donnell recommended authorization to award Contract No. 1010-GC for the Million Air Hangar Door to the qualified low bidder, Sam Greco Construction, Inc. in the amount of \$243,950 contingent on compliance with the M/WBE requirements. He advised this contract will be funded from CPN 2272 and will be 100% airport funded. He also recommended that in the event the low bidder cannot comply with the M/WBE requirements, the CEO shall be authorized to award to the second low bidder, Duncan & Cahill in the amount of \$248,000.

Mr. Hicks moved to authorize the award of Contract 1010-GC for the Million Air Hangar Door to Sam Greco Construction, Inc. in the amount of \$243,950 contingent upon compliance with the M/WBE requirements. Also, in the event the low bidder cannot comply with the M/WBE requirements, the CEO shall be authorized to award to the second low bidder, Duncan & Cahill in the amount of \$248,000. The motion was adopted unanimously.

10.3 Construction Contract: Authorization to Award Construction Contract 991- R Photovoltaic Panel System Terminal to Kasselmann Electric

Mr. O'Donnell recommended authorization to award Contract 991-R for Photovoltaic Panel System Terminal to qualified low bidder Kasselmann Electric for \$959,895. He advised this contract will be funded from CPN 2250 and will be 31.1%+/- state funded and 68.9%+/- airport funded and is contingent on NYSDOT concurrence and compliance with the M/WBE requirements.

Mr. Heider moved to authorize the award of Contract 991-R for the Photovoltaic Panel System Terminal to Kasselmann Electric in the amount of \$959,895 contingent on NYSDOT concurrence and compliance with the

M/WBE requirements. The motion was adopted unanimously.

10.4 Intentionally Omitted

10.5 Approve award of Energy Broker Contract to Ameresco, Inc. and Authorize the CFO to enter into contracts for electric and natural supply for periods up to 24 months that were competitively selected and to also extend the Energy Broker Contract for up to 4 additional one-year periods.

Mr. O'Donnell recommended authorization to award Contract No. 1001-EB, the Energy Broker Contract to Ameresco, Inc. and to authorize the CFO to enter into contracts for electric and natural supply for periods up to 24 months that were competitively selected and to also extend the Energy Broker Contract for up to 4 additional one-year periods. The annual Broker Fee is \$9,500 and is 100% airport funded.

Dr. Greenberg moved to authorize the award of Contract No. 1001-EB for the Energy Broker Contract to Ameresco, Inc. and to authorize the CFO to enter into contracts for electric and natural supply for periods up to 24 months that were competitively selected and to also extend the Energy Broker Contract for up to 4 additional one-year periods. The motion was adopted unanimously.

10.6 Approve parking rate change for the Garage and Long-Term lot by \$1 per day as recommended in a Study by Leigh Fisher, subject to time needed to adjust parking system fee computers and rate signs.

Mr. O'Reilly recommended authorization to approve parking rate changes for the Garage and Long-Term lots by \$1.00 per day as recommended in a study by Leigh Fisher, subject to time needed to adjust the parking system fee computers and rate signs. He advised that in 2015 the Authority requested its Airport Consultant, the firm of LeighFisher, review its parking rates and activities levels and make rate recommendations. At that time, the Authority adopted a phased rate increase approach. The following year, the Authority hired a parking valet service to increase its Long-Term parking capacity on a flexible basis to avoid raising rates. Currently with the increased airline activity, the demand for Long-Term and Garage parking has increased and capacity is very tight justifying phase 2 of the rate increase. The economy lot and short-term lot rates will remain at \$6 per day and \$2 per hour/\$24 per day respectively.

Mr. Hicks moved to authorize phase 2 of the 2015 approved rate increase, approving parking rate changes for the Garage and Long-Term lots by \$1.00 per day. The motion was adopted unanimously.

10.7 Authorization to Award: Final Purchase Equipment for the Public Address System to Presentation Concepts Corporation, Inc. (authorized dealer for Atlas IED).

Mr. O'Donnell recommended authorization to purchase the equipment to complete the replacement of the public address system in the amount of \$210,423 from Presentation Concepts Corporation, Inc. (PCC). He advised this purchase will be 100% Airport funded and will be funded from account number 2250.

Mr. Gorman moved to authorize the final purchase of equipment for the Public Address System to Presentation Concepts Corporation, Inc. (authorized dealer for Atlas IED) in the amount of \$210,423. The motion was adopted unanimously.

11. Authorization of Change Orders - None

12. Authorization of Federal and State Grants

13. Emergency Procurement Approvals by CEO - Informational Only

Old Business:

Mr. Heider inquired if there was anything new with the taxis.

Mr. O'Donnell stated the taxis are currently doing well and are staying. He also advised we will be evaluating them in a few months.

Mr. Hicks inquired if the poll in the Times Union was our poll.

Mr. Myers advised that was a Times Union poll.

Ms. Reilly inquired concerning the notification that Cape Air was departing the airport as a result of being unsuccessful with a further EAS federal contract.

Mr. O'Donnell and Mr. Myers addressed Ms. Reilly's inquiry and confirmed that they were scheduled to leave in May.

New Business:

Father Doyle made a motion to go into Executive Session to discuss:

Executive Session:

ES-1 – To discuss the history of a particular person.

The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 1:10 p.m.



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ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

AGENDA

April 8, 2019

General:

- 1. Chairman’s Remarks**
- 2. Approval of Minutes**

 - Regular Meeting – December 10, 2018**
 - Regular Meeting – March 18, 2019**
- 3. Communications and Report of Chief Executive Officer**

 - 3.1 ARFF 2018 End of Year Report – Fire Chief Dave Cook**
- 4. Interesting Correspondence**

Management Reports:

- 5. Chief Financial Officer**

 - 5.1 Statistical and Financial Performance**
 - 5.2 Comparison of Enplanements**
 - 5.3 Summary of Airline Scheduled Flights and Markets**
 - 5.4 USDOT Arrival and Departure Statistics**
- 6. Project Development**
- 7. Counsel**
- 8. Concessions/Ambassador Program**
- 9. Public Affairs**

Action Items:

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**

- 10.1 Construction Contract: Authorization to Award Contract 991-ES: Garage Escalator Replacement**
- 10.2 Construction Contract: Authorization to Award Construction Contract 1010-GC Million Air Hangar Door Removal to Sam Greco Construction, Inc.**
- 10.3 Construction Contract: Authorization to Award Construction Contract 991- R Photovoltaic Panel System Terminal to Kasselmann Electric**
- 10.4 Intentionally Omitted**
- 10.5 Approve award of Energy Broker Contract to Ameresco, Inc. and Authorize the CFO to enter into contracts for electric and natural supply for periods up to 24 months that were competitively selected and to also extend the Energy Broker Contract for up to 4 additional one-year periods.**
- 10.6 Approve parking rate change for the Garage and Long-Term lot by \$1 per day as recommended in a Study by Leigh Fisher, subject to time needed to adjust parking system fee computers and rate signs.**
- 10.7 Authorization to Award: Final Purchase Equipment for the Public Address System to PCC**

11. Authorization of Change Orders

None

12. Authorization of Federal and State Grants

None

13. Emergency Procurement Approvals by CEO – Informational Only

None

Old Business:

New Business:

Executive Session:

ES-1 – Employment History of a Particular Individual

AGENDA ITEM NO. 1.1

**Construction Contract: Authorization to Award
Construction Contract 989-GCR
Parking Garage to LeChase Construction**

AGENDA ITEM NO: 1.1
MEETING DATE: April 22, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
04/22/2019

DEPARTMENT: *Planning and Engineering*

Contact Person: *John LaClair, P.E., Airport Engineer*

PURPOSE OF REQUEST:

Construction Contract: *Authorization to Award Construction Contract 989-GCR
Parking Garage to LeChase Construction*

CONTRACT AMOUNT:

Base Amount \$15,700,000.00

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No ___ NA
Funding Account No.: CPN 2263

AWARD CONDITIONS MET:

Apprenticeship Y DBE N/A MWBE Y

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 2.5%* State 43.8%* Airport 53.7%*
Term of Funding: 2019-2020
Grant No.: N/A STATE PIN: N/A

JUSTIFICATION:

Request to award Contract 989-GCR for Parking Garage to qualified low bidder LeChase Construction of Albany, NY for \$15,700,000.00. The contract scope includes the construction of a pedestrian bridge and a vehicle bridge, all mechanical, electrical and elevator work for the new parking garage and the reconfiguration of intersection of Jetway Drive and Dalessandro Blvd including paving, curbing, sidewalk and traffic signal realignment to improve access to the Terminal and the new garage.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 1.1
MEETING DATE: April 22, 2019

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES NA

BACK-UP MATERIAL:


Please refer to the attached Contract 989-GCR Bid Table and Bid Offering.

CONTRACT #989-GCR
Parking Garage General Construction

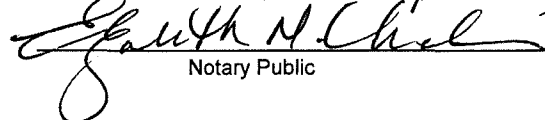
Company Name	LeChase Construction	D.A. Collins Construction, Inc.	James H. Maloy, Inc.
Addendum #1	X	X	X
Addendum #2	X	X	X
Addendum #3	X	X	X
Addendum #4	X	X	X
Addendum #5	X	X	X
Lump Sum Bid	\$15,700,000.00	\$19,915,000.00	\$17,490,000.00
Alternate #1 (ADD)	\$200,000.00	\$160,000.00	\$150,000.00
Bid Bond	5%	5%	5%
Board of Directors	X	X	X
Non-Collusion	X	X	X
Qualification Questionnaire	X	X	X
Acknowledgment	X	X	X

I, Katie Kane, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the construction project shown above.

Albany Airport Authority Purchasing Department


 Katie Kane
 Deputy Purchasing Agent

Sworn to before me this 16th day of April 2019


 Notary Public

The following statement was read aloud prior to any bids being opened:

"The award of the bid will be based upon the lowest lump sum amount. The alternate will not be considered in making the award."

ELIZABETH M. CHARLAND
 Notary Public, State of New York
 Qualified in Albany County
 No. 4867406
 Commission Expires 5/31/22

ALBANY COUNTY AIRPORT AUTHORITY
INVITATION FOR BID

Sealed bids are hereby requested by the Albany County Airport Authority for **Contract No. 989-GCR for Parking Garage General Construction at Albany International Airport**. This new parking garage will provide 1,050 spaces and will feature a heated pedestrian walkway linking the existing terminal to the new parking garage with direct entry on the third level from Airport Terminal Drive. The scope of this contract will include the exterior portion of the construction of a vehicle bridge, a pedestrian bridge, a re-configuration of a traffic intersection, new sidewalks and curbing, embankment, asphalt paving, street lighting and signage. Also, included is the interior portion of the work for the new garage includes plumbing, electrical, HVAC, telecommunications, signage, and stairs and cast in place concrete and CMU construction needed to complete the Precast structure (installed by others). DOCUMENTS MAY BE OBTAINED beginning at 10:00 AM on **March 21, 2019**, from Bid Net Direct by visiting www.bidnetdirect.com//albany-county-airport-authority or AT THE ALBANY COUNTY AIRPORT AUTHORITY PURCHASING OFFICE for a non-refundable fee of \$75.00. No bid shall be considered unless the organization making the bid has first obtained a copy of the IFB. This project has a Disadvantage Business (DBE) goal of 7.4%. In accordance with State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Airport Authority and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers by this solicitation through final award and approval of the Procurement Contract by the Authority (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is Bobbi Matthews, Purchasing Agent. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found by request to the designated staff and the New York State Office of General Services Advisory Council on Procurement Lobbying Web site at: <https://www.ogs.ny.gov/acpl/>. A non-mandatory pre-bid meeting will be held on **March 29, 2019 at 11:00 A.M.** in the Albany County Airport Authority Conference Room, located in the Administration Building, Second Floor at Albany International Airport. Only those bids in the hands of the ALBANY COUNTY AIRPORT AUTHORITY, PURCHASING OFFICE, ADMINISTRATION BUILDING, ROOM 204, SECOND FLOOR, ALBANY, NEW YORK 12211 available to read at **2:00 P.M. (EST) April 4, 2019**, shall be considered. Bids shall be opened read aloud at such time in the Albany County Airport Authority Conference Room, Administration Building, Second Floor, Room 202, Albany, New York. All interested parties may attend. DBE RESPONSES ARE ENCOURAGED.

AGENDA ITEM NO. 1.2

**Amendment #1 to Contract No. S-945
Replacement of Passenger Boarding Bridges
B5, B7, B8 & C3 to C & S Companies for
Construction Inspection (CI).**

AGENDA ITEM NO: 1.2
MEETING DATE: April 22, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

ACAA Approved
04/22/2019

Contact Person: *John LaClair, P.E. Airport Engineer*

PURPOSE OF REQUEST:

Amendment #1 to Contract No. S-945 Replacement of Passenger Boarding Bridges B5, B7, B8 & C3 to C & S Companies for Construction Inspection (CI).

CONTRACT AMOUNT:

Base Amount:	\$136,725.00
Amendment #1:	<u>98,095.00*</u>
Total:	\$234,820.00

AWARD CONDITIONS MET:

Apprenticeship N/A DBE Y MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 90% State 5% Airport 5% NA _____
Term of Funding: 2017-2019
Grant No.: 3-36-0001-xx-18 State PIN: <pending>

JUSTIFICATION:

Authorization is requested for the award of Amendment #1 to Contract S-945 Construction Inspection Services for Replacement of Passenger Boarding Bridges B5, B7, B8 & C3 project to C & S Companies in the amount of \$98,095.00. The firm was previously selected as the most qualified firm responding to a competitive Request for Qualifications process. Their fee for services was subsequently established by negotiation as provided for in the Federal Aviation Administration Advisory Circular 150/5100-14-D. The proposed fee will include all construction inspection services during the execution of the construction contract and is in conformance with the Disadvantaged Business Enterprise requirements.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA _____

AGENDA ITEM NO: 1.2
MEETING DATE: April 22, 2019

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES J NO .

BACK-UP MATERIAL:

Please refer to attached CI scope and fee proposal from C & S Companies.

SCOPE OF WORK

PASSENGER BOARDING BRIDGE IMPROVEMENTS PROJECT – PHASE 3 ALBANY INTERNATIONAL AIRPORT (ALB)

PROJECT TITLE: Passenger Boarding Bridge Improvements Project – Phase 3

SERVICES PROVIDED: Construction Observation

AGREEMENT TYPE: Cost Plus Fixed Fee

PROJECT DESCRIPTION:

The Consultant shall provide the following professional services, including construction contract administration and full-time construction observation, during construction of the Passenger Boarding Bridges Improvements Project - Phase 3.

The project generally includes the replacement of passenger boarding bridges B5, B7, B8, and C3.

- Installation of conduits and electrical, control and communication circuits,
- Installation of a preconditioned air & power units
- Installation of associated electrical equipment
- Restoration of surfaces / finishes disturbed as a result of the work.

Professional services to be provided by the Consultant shall include engineering services required to accomplish the following:

CONSTRUCTION CONTRACT OBSERVATION PHASE

The Construction Contract Observation Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the Consultant shall aid the Albany County Airport Authority (ACAA) by acting as its liaison and Project coordinator with the Federal Aviation Administration (FAA) during the construction of the Project. Construction Contract Observation shall include the following items of work:

1. Provide consultation and advice to the ACAA during construction, including the holding of a pre-construction conference, bi-weekly construction coordination meetings and other

- meetings required during the course of construction. Prepare and distribute minutes of all meetings.
2. Review alternative construction methods proposed by the Contractor and advise the ACAA of the impact of these methods on the schedule and quality of the Project.
 3. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the ACAA when necessary.
 4. Conduct pre-final and final inspections of the completed Project with the ACAA's airport personnel, the FAA, and the Contractor.
 5. Issue certificates of construction completion to the ACAA, the FAA, and the NYSDOT.
 6. Perform an orderly closeout of the Project as required by the ACAA, the FAA, and the NYSDOT.
 7. Provide assistance to the ACAA as an expert witness in any litigation that may arise from the development or construction of the Project. Payment for this service will be as stated in the Consultant Agreement.
 8. Maintain a Project Record / Engineers Diary.
 9. Review documents and submissions by contractors pertaining to scheduling and advise the ACAA as to their acceptability.
 10. Observe the work to determine substantial conformity with the Contract Documents and to ascertain the need for correction or rejection of the work.
 11. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for substantial compliance with the design intent; measure, compute, or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractor.
 12. Prepare and submit inspection reports of construction activity and problems encountered as required by the ACAA and the FAA.
 13. Review Monthly Contractor Applications for Payment and Make Recommendations for Payment
 14. Preparation and review of Change Orders/Force Account Work

The Consultant agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period estimated to be as follows:

Pre-Construction: Sr. Construction Supervisor - 1 day @ 8 hrs/day
 Resident Engineer - 1 days @ 8 hrs/day

Inspection: Sr. Construction Supervisor – 8 weeks @ 8 hrs/week
 Resident Engineer – 8 weeks @ 50 hrs/week
 Senior Technical Administrator – 8 weeks @ 4 hrs/week

Post Construction: Sr. Construction Supervisor - 1 day @ 8 hrs/day
 Resident Engineer – 2 days @ 6 hrs/day
 Senior Technical Administrator – 2 weeks @ 4 hrs/week

END OF SCHEDULE A



ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" INSPECTION PHASE

PROJECT NAME: ACAA PBBs Phase III
 PROJ DESCRIPTION Demo of existng and installation of 4 new PBBs

DATE: 16-Apr-19
 A/E: C & S ENGINEERS, INC.
 PROJECT NO:
 C&S CONTACT:

CLIENT:
 CLIENT MANAGER:

I. ESTIMATE OF DIRECT SALARY COSTS:

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	ESTIMATED HOURS	=	ESTIMATED COST
A.	SERVICE GROUP/ASSOCIATE MANAGER	\$89.10	\$84.70	X	0	=	\$0.00
B.	DEPARTMENT MANAGER	\$73.50	\$66.70	X	0	=	\$0.00
C.	MANAGING/CHIEF ENGINEER	\$65.80	\$57.80	X	0	=	\$0.00
D.	PRINCIPAL ENGINEER	\$62.40	\$58.20	X	0	=	\$0.00
E.	SENIOR PROJECT ENGINEER	\$56.20	\$48.70	X	0	=	\$0.00
F.	PROJECT ENGINEER / ENV SCIENTIST	\$45.70	\$41.00	X	0	=	\$0.00
G.	ENGINEER	\$41.60	\$34.30	X	0	=	\$0.00
H.	STAFF ENGINEER	\$32.90	\$28.70	X	0	=	\$0.00
I.	SENIOR DESIGNER	\$44.00	\$40.60	X	0	=	\$0.00
J.	DESIGNER	\$33.40	\$28.40	X	0	=	\$0.00
K.	CADD OPERATOR/DESIGN TECHNICIAN	\$32.30	\$29.30	X	0	=	\$0.00
L.	ADMINISTRATIVE ASSISTANT	\$29.00	\$25.20	X	0	=	\$0.00
M.	INTERN	\$20.10	\$16.80	X	0	=	\$0.00
N.	GRANTS ADMINISTRATOR	\$35.40	\$33.80	X	0	=	\$0.00
O.	ASSISTANT GRANTS ADMINISTRATOR	\$28.60	\$27.30	X	0	=	\$0.00
P.	MANAGING PLANNER	\$60.50	\$57.60	X	0	=	\$0.00
Q.	SENIOR PROJECT PLANNER	\$52.10	\$49.60	X	0	=	\$0.00
R.	PLANNER	\$34.60	\$32.00	X	0	=	\$0.00
S.	STAFF PLANNER	\$31.50	\$29.30	X	0	=	\$0.00
T.	SENIOR/MANAGING ARCHITECT	\$57.20	\$56.10	X	0	=	\$0.00
U.	SENIOR GIS ANALYST	\$36.30	\$34.60	X	0	=	\$0.00
V.	GEOLOGIST	\$35.60	\$34.00	X	0	=	\$0.00
W.	ENVIRONMENTAL SCIENTIST	\$33.40	\$31.20	X	0	=	\$0.00
X.	SENIOR CONSTRUCTION SUPERVISOR	\$80.20	\$71.30	X	80	=	\$5,704.00
Y.	CONSTRUCTION SUPERVISOR	\$45.70	\$43.50	X	0	=	\$0.00
Z.	RESIDENT ENGINEER	\$52.40	\$47.00	X	420	=	\$19,740.00
AA.	CHIEF INSPECTOR	\$46.40	\$39.90	X	0	=	\$0.00
BB.	SENIOR INSPECTOR	\$42.80	\$35.50	X	0	=	\$0.00
CC.	INSPECTOR	\$34.00	\$32.30	X	0	=	\$0.00
DD.	JUNIOR INSPECTOR	\$22.20	\$21.20	X	0	=	\$0.00
EE.	SENIOR TECHNICAL ADMINISTRATOR	\$36.80	\$33.10	X	40	=	\$1,324.00
FF.	SENIOR PROJECT LANDSCAPE ARCHITECT	\$45.70	\$43.50	X	0	=	\$0.00
GG.	PROJECT LANDSCAPE ARCHITECT	\$43.30	\$41.30	X	0	=	\$0.00
TOTAL ESTIMATED DIRECT SALARY COST:							\$26,768.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
 (AGREED OVERHEAD EXPRESSED AS A PERCENTAGE
 OF DIRECT SALARY COST):

166.00% \$44,435.00

III. SUBTOTAL OF ITEMS I & II:

\$71,203.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	32 TRIPS @	300 MILES/TRIP @	\$0.580 =	\$5,568.00
B.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00 =	\$0.00
C.	PER DIEM:	0 DAYS @	0 PERSONS @	\$149.00 =	\$0.00
D.	MISCELLANEOUS:			=	<u>\$14.43</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$5,582.43

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$10,680.45
B.	DIRECT EXPENSES:	5%	(OF IV.)	<u>\$279.12</u>

TOTAL FIXED FEE: \$10,959.57

VI. SUBCONTRACTS:

A. DBE SBO \$7,000.00 \$7,350.00

B. ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS:

1	SPECIAL INSPECTIONS	LUMP SUM	=	\$3,000.00
2	PAVEMENT CORES:	0 EACH @	\$50.00 =	\$0.00
3	CONTINUOUS SAMPLING:	0 L.F. @	\$18.00 =	\$0.00
4	OBSERVATION WELL:	0 L.F. @	\$15.00 =	\$0.00
5	TEST PITS:	0 EACH @	\$250.00 =	\$0.00
6	FIELD CBR:	0 EACH @	\$250.00 =	\$0.00
7	FIELD DENSITY TESTS:	0 EACH @	\$35.00 =	\$0.00
8	MECHANICAL ANALYSIS:	0 EACH @	\$35.00 =	\$0.00
9	LABORATORY PROCTORS:	0 EACH @	\$100.00 =	\$0.00
10	SOAKED LAB CBR (ASTM D1883, PAR 8.1.1):	0 EACH @	\$150.00 =	\$0.00
11	SOAKED LAB CBR (ASTM D1883, PAR 8.1.2):	0 EACH @	\$250.00 =	\$0.00
12	SOAKED LAB CBR (ASTM D1883, PAR 8.2):	0 EACH @	\$350.00 =	\$0.00
13	ATTERBERG LIMITS:	0 EACH @	\$55.00 =	\$0.00
14	NATURAL MOISTURE CONTENT:	0 EACH @	\$6.00 =	\$0.00
15	HYDROMETER ANALYSIS:	0 EACH @	\$60.00 =	\$0.00

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS: \$3,000.00

VII. TOTALS:

A. MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE: **\$98,095.00**

AGENDA ITEM NO. 1.3

**To authorize the issuance of multiple Purchase
Orders for Janitorial Supplies to the
lowest accepted bid.**

AGENDA ITEM NO: 1.3
MEETING DATE: April 22, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
04/22/2019

DEPARTMENT: *Finance*

Contact Person: *William J. O'Reilly, Chief Financial Officer*

PURPOSE OF REQUEST:

To authorize the issuance of multiple Purchase Orders for Janitorial Supplies to the lowest accepted bid.

CONTRACT AMOUNT:

Total Contract Amount: *\$126,000 annually (based upon estimated usage)*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes No NA
Funding Account Number: *52062-XX-0000 (various depts.)*

JUSTIFICATION:

The Authority issued an Invitation for Bids (IFB) for Janitorial Supplies with a thirty percent (30%) participation requirement for Minority and Women Owned Business Enterprises. The New York Industries for the Disabled (NYSID) is a preferred source provider under the New York State Finance Law and provided a separate proposal for thirty-seven (37) of the sixty-eight (68) items in the IFB. The Authority received responses from eight (8) vendors and recommends award to six (6) vendors who submitted the lowest price for specific material that NYSID could not provide or would have cost at least fifteen percent more if obtained from NYSID. Four (4) of the six (6) vendors requested a waiver from the MWBE participation requirement and we obtained approval of the waivers from Empire State Development after their review of the documentation of Good Faith Efforts. The award will be for a three (3) year term with the option to renew for two (2) additional one (1) year terms. Additionally NYSID as a "Preferred Source Supplier" under the State Finance will be awarded five (5) of the items. The NYSID product pricing for the remainder of their submitted items was more than 15% higher than the pricing obtained through bid. NYSID has been informed of the pricing comparison and accepted our finding.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 1.3
MEETING DATE: April 22, 2019

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES _____ NA ✓
DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. Yes ✓ NA _____

BACK-UP MATERIAL:

Attached justification for rejection of any of the lowest priced offers, listing of all bids with recommended vendor/source and product award in shaded column.

**Contract #1002
Janitorial Supplies
Justification Summary**

The following is a justification summary per Dave Collins of certain items (highlighted in green) on the Janitorial Bid, Contract #1002, which opened on February 22, 2019.

Item #6: Toilet Seat Covers

Award to NYSID based on price submitted being within 15% of the low bid.

Item #42: Bathroom Cleaner (Spartan NABC or Equal)

Per Dave item must be 2L per spec to fit current dispenser.

Item #50: Heavy Duty Hand Cleaner

Award to NYSID based on price submitted being within 15% of the low bid.

Item #54: Foam Hand Soap

Per Dave, he checked with low bidder, Hill & Markes. Item requires a new dispenser that they will provide and install for free. The dispenser has an updated look, doesn't require batteries, and has the distribution regulator built in so we can control how much soap is dispensed per use.

CONTRACT #1002

Janitorial Supplies

Company Name	EA Morse (MWBE Waiver)	NYSID (Preferred Source)	All American Poly	Green Facility Solutions	Interboro Packaging Corp (WBE)	United Sales USA (MWBE Waiver)	Regional Distributors Inc. (WBE)	WB Mason (MWBE Waiver)	Hill-n-Markes (MWBE Waiver)
Item #1: Toilet Tissue, 1 Ply							RDI#2538		
Cost per Case	\$29.88	\$34.74	No Bid	No Bid	No Bid	\$22.50	\$19.89	\$23.12	\$23.73
Meet or Exceed Specs	Y					Y	Y	Y	Y
Brand Bid	Vondrehle	Tork				Cascade	Kruger	Atlas Heritage	Cascades
Packaging	12 Rolls	12/case				12	12/case	12 rolls/case	12/2000'/case
Delivery ARO	3-5	3 days				3-5	7	2	3-5
Emergency Delivery ARO	24-48	24 hrs				24-36 hrs.	Yes	24-48 hrs.	Yes
Item #2: Toilet Tissue, 2 Ply							ALM275		
Cost per Case	\$40.90	\$42.62	No Bid	No Bid	No Bid	\$29.25	\$27.50	\$27.46	\$29.22
Meet or Exceed Specs	Y	Y				Y	Y	Y	Y
Brand Bid	Vondrehle	Tork				Cascade	Kruger	Atlas Heritage	Cascades
Packaging	96/500 sheets/case	96/case				96	96/500 sheets/case	96 rolls/case	96/500 sheets/case
Delivery ARO	3-7	3 days				3-5	7	2	3-5
Emergency Delivery ARO	24-48	24 hrs				24-36 hrs.	Yes	24-48 hrs.	Yes
Item #3: Multi Fold Towel							MRCP200B		
Cost per Case	\$19.53	No Bid	No Bid	No Bid	No Bid	\$17.50	No Bid	\$15.65	\$16.67
Meet or Exceed Specs	Y					Y		Y	Y
Brand Bid	Prolink					Cascade		Marcal	Cascades
Packaging	4000					16/250/case		4000 sheets/case	16/250/case
Delivery ARO	2-7					3-5		2	3-5
Emergency Delivery ARO	24-48					24-36 hrs.		24-48 hrs.	Yes

Company Name	EA Morse (MWBE Waiver)	NYSID (Preferred Source)	All American Poly	Green Facility Solutions	Interboro Packaging Corp (WBE)	United Sales USA (MWBE Waiver)	Regional Distributors Inc. (WBE)	WB Mason (MWBE Waiver)	Hill-n-Markes (MWBE Waiver)	
Item #4: Tuff-Matt Hydro Wipe										
								KIM35015		
Cost per Case	No Bid	No Bid	No Bid	No Bid	No Bid	\$40.00	No Bid	\$50.96	\$38.66	
Meet or Exceed Specs						Y		Y	Y	
Brand Bid						Kimberly Clark		Georgia Pacific	Kimberly Clark	
Packaging						1100/roll		800 wipes/roll	1/1100 sheet/case	
Delivery ARO						3-5		2	3-5	
Emergency Delivery ARO						24-36 hrs.		24-48	Yes	
Item #5: Paper Towel										
		D4006								
Cost per Case	\$38.50	\$20.29	No Bid	No Bid	No Bid	\$24.00	No Bid	\$37.73	\$42.88	
Meet or Exceed Specs	Y	Y				Y		Y	Y	
Brand Bid	ProLink	Tork				Cascade		Georgia Pacific	Kimberly Clark	
Packaging	6/1000'	6/800'/case				6/800'/case		6/800'/case	6/950'/case	
Delivery ARO	2-7	3				3-5		2	3-5	
Emergency Delivery ARO	24-48	24 hrs.				24-36 hrs.		24-48	Yes	
Item #6: Toilet Seat Covers										
		D4405								
Cost per Case	\$41.45	\$30.46	No Bid	No Bid	No Bid	No Bid	\$27.70	\$31.32	\$37.80	
Meet or Exceed Specs	Y	Y					Y	Y	Y	
Brand Bid	Hospeco	Rest Assured					Hospeco	Boardwalk	Hospeco	
Packaging	20/250	2500/case					20/250'/case	250 sleeve/20/carton	20/250/case	
Delivery ARO	43503	3					7	2	3-5	
Emergency Delivery ARO	24-48	24 hrs.					Yes	24-48	Yes	

Company Name	EA Morse (MWBE Waiver)	NYSID (Preferred Source)	All American Poly	Green Facility Solutions	Interboro Packaging Corp (WBE)	United Sales USA (MWBE Waiver)	Regional Distributors Inc. (WBE)	WB Mason (MWBE Waiver)	Hill-n-Markes (MWBE Waiver)
Item #7: Waxed Napkin	728055								
Cost per Case	\$14.77	No Bid	No Bid	No Bid	No Bid	No Bid	\$11.39	\$15.58	\$12.20
Meet or Exceed Specs	Y						Y	Y	Y
Brand Bid	KL260						Hospeco	Hospeco	Hospeco
Packaging	500/case						250/case	250/case	250/case
Delivery ARO	2-7						7	2	3-5
Emergency Delivery ARO	24-48						Yes	24-48 hrs.	Yes
Item #8: Feminine Napkins	RDI#14344								
Cost per Case	\$31.36	No Bid	No Bid	No Bid	No Bid	No Bid	\$24.98	\$28.63	\$28.48
Meet or Exceed Specs	Y						Y	Y	Y
Brand Bid	MT-4						Hospeco	Hospeco	Hospeco
Packaging	250						250/case	250/case	250/carton
Delivery ARO	2-7						7	2	3-5
Emergency Delivery ARO	24-48						Yes	24-48 hrs.	Yes
Item #9: Tampons	HOSTAMPAX								
Cost per Case	\$54.00	\$74.20	No Bid	No Bid	No Bid	No Bid	\$51.20	\$48.32	\$53.60
Meet or Exceed Specs	Y	Y					Y	Y	Y
Brand Bid	Tampax	New Choice					Hospeco	Hospeco	Hospeco
Packaging	500	500/case					500/case	500/case	500/case
Delivery ARO	2-7	3					7	2	3-5
Emergency Delivery ARO	24-48	24					Yes	24-48 hrs.	Yes

Company Name	EA Morse (MWBE Waiver)	NYSID (Preferred Source)	All American Poly	Green Facility Solutions	Interboro Packaging Corp (WBE)	United Sales USA (MWBE Waiver)	Regional Distributors Inc. (WBE)	WB Mason (MWBE Waiver)	Hill-n-Markes (MWBE Waiver)
Item #10: Can Liners (24x33) INT-2433R									
Cost per Case	No Bid	\$38.56	\$28.76	No Bid	\$13.34	No Bid	\$17.89	\$20.52	\$21.80
Meet or Exceed Specs		Y	Y		Y		Y	Y	Y
Brand Bid		NYSID	All American Poly		Int-2433R		IPS	Heritage	Aluf
Packaging		1000/case	500/case		1000/case		1000/case	1000/case	1000/case
Delivery ARO		3 days	5-20 Days		3-5		y	2	3-5
Emergency Delivery ARO		24 hrs.			48 hrs.		Yes	24-48 hrs.	Yes
Item #11: Can Liners (33x40, .51mil) RDI#32010									
Cost per Case	No Bid	\$30.50	\$28.58	No Bid	\$28.34	No Bid	\$24.49	\$13.46	\$27.60
Meet or Exceed Specs		Y	Y		Y		Y	Y	Y
Brand Bid		NYSID/16 Micro	All American Poly		Int-3340-HVY		IPS	Heritage	Aluf
Packaging		250/Case	250/case		500/case		500/case	250/case	500/case
Delivery ARO		3 days	5-20		3-5		7	2	3-5
Emergency Delivery ARO		24			48 hrs.		Yes	24-48 hrs.	Yes
Item #12: Can Liners (33x40, .62mil) INT-3310-XH									
Cost per Case	No Bid	\$30.50	\$28.76	No Bid	\$14.64	No Bid	\$14.90	\$14.83	\$17.70
Meet or Exceed Specs		TY	Y		Y		Y	Y	Yes
Brand Bid		NYSID	All American Poly		Int-3340-XH		IPS	Heritage	Aluf
Packaging		250/case	250/case		250/case		250/case	250/case	250/case
Delivery ARO		3 days	5-20		3-5		7	2	3-5
Emergency Delivery ARO		24			48 hrs.		Yes	24-48 hrs.	Yes

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Item #13: Can Liners (40x48)							RDI#31979		
Cost per Case	No Bid	\$44.62	\$16.72	No Bid	\$20.24	No Bid	\$19.39	\$21.54	\$23.80
Meet or Exceed Specs		Y	Y		Y		Y	Y	Y
Brand Bid		NYSID	All American Poly		Int-4048-XL		IPS	Heritage	Aluf
Packaging		250/case	100/case		250/case		250/case	250/case	250/case
Delivery ARO		3	5-20		3-5		7	2	3-5
Emergency Delivery ARO		24 hrs.			48 hrs.		Yes	24-48 hrs.	Yes
Item #14: Can Liners (40x46)					INT-4046-Hvy				
Cost per Case	No Bid	\$41.68	\$16.02	No Bid	\$8.72	No Bid	No Bid	\$20.90	\$18.60
Meet or Exceed Specs		Y	Y		Y			Y	Y
Brand Bid		NYSID	All American Poly		Int-4046-HVY			Heritage	Aluf
Packaging		100/case	100/case		100/case			100/case	100/case
Delivery ARO		3	5-20		3-5			2	3-5
Emergency Delivery ARO		24 hrs.			48 hrs.			24-48 hrs.	Yes
Item #15: Can Liners (43x48)							HERZ8648VNR01		
Cost per Case	No Bid	No Bid	\$17.98	No Bid	\$20.98	No Bid	No Bid	\$18.56	21.16
Meet or Exceed Specs			Y		Y			Y	Y
Brand Bid			All American Poly		Int-4348-XH			Heritage	Aluf
Packaging			100/case		200/case			200/case	200/case
Delivery ARO			20-May		5-Mar			2	5-Mar
Emergency Delivery ARO					48 hrs.			24-48 hrs.	Yes

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Item #16: Bleach								KIK11008635042	
Cost per Case	\$13.63	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$12.36	\$17.61
Meet or Exceed Specs	Y							Y	Y
Brand Bid	A-1							Pure Bright	Clorox
Packaging	6 gal							6 gal/case	3/121 oz/case
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes
Item #17: Laundry Detergent								SMZW4200005	
Cost per Case	\$59.56	\$42.18	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$24.96
Meet or Exceed Specs	Y	Y							Y
Brand Bid	Betco	Rainbow							Simonize
Packaging	5 gal pail	5 gal pail							5 gal Pail
Delivery ARO	3-7	3							3-5
Emergency Delivery ARO	24-48	24 hrs							Yes
Item #18: Floor Wax/Finish								SMZCS0740005	
Cost per Case	\$62.89	\$74.50	No Bid	\$89.75	No Bid	No Bid	No Bid	\$72.76	\$41.80
Meet or Exceed Specs	Y	Y		Y				Y	Y
Brand Bid	Buckeye	Envirocare		Ultra Chem Labs Opal				National Chemical	Simonize
Packaging	5 gal pail	5 gal pail		5 gal pail				5 gal pail	5 gal Pail
Delivery ARO	3-7	3						2	7-10
Emergency Delivery ARO	24-48	24 hrs						24-48 hrs.	No

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Item #19: Floor Stripper (Buckeye Pentrate or Equal)									SMZG1388005
Cost per Case	\$73.61	\$59.95	No Bid	\$80.00	No Bid	No Bid	No Bid	\$49.56	\$45.50
Meet or Exceed Specs	Y	Y		Ultra Chem Labs Ruby				Y	Y
Brand Bid	Buckeye	Envirocare		5 gal pail				National Chemical	Simonize
Packaging	5 gal pail	5 gal pail						5 gal pail	5 gal Pail
Delivery ARO	2-7	3 days						2	7-10
Emergency Delivery ARO	24-48	24 hrs						24-48 hrs.	No
Item #20: Floor Stripper (Ripsaw or Equal)									SMZR3025005
Cost per Case	\$68.78	\$59.93	No Bid	\$80.00	No Bid	No Bid	No Bid	\$55.72	\$29.03
Meet or Exceed Specs	Y	Y		Y				Y	Y
Brand Bid	Buckeye	Envirocare		Ultra Chem Labs Ruby				National Chemical	Simonize
Packaging	5 gal pail	5 gal pail		5 gal pail				5 gal pail	5 gal Pail
Delivery ARO	2-7	3 days						2	7-10
Emergency Delivery ARO	24-48	24 hrs						24-48 hrs.	No
Item #21: Floor Finish (Buckeye Verde or Equal)									NCL55521
Cost per Case	\$84.78	\$74.50	No Bid	\$89.75	No Bid	No Bid	No Bid	\$63.93	\$65.88
Meet or Exceed Specs	Y	Y		Y				Y	Y
Brand Bid	Buckeye	Envirocare		Ultra Chem Labs Opal				National Chemical	Simonize
Packaging	5 gal pail	5 gal pail		5 gal pail				5 gal pail	5 gal Pail
Delivery ARO	2-7	3 days						2	7-10
Emergency Delivery ARO	24-48	24 hrs						24-48 hrs.	No

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Item #22: Floor Finish (Citation or Equal)									SMZCS0653005
Cost per Case	\$62.89	\$74.50	No Bid	\$89.75	No Bid	No Bid	No Bid	No Bid	\$48.76
Meet or Exceed Specs	Y	Y		Y					Y
Brand Bid	Buckeye	Envirocare		Ultra Chem Labs Opal					Simonize
Packaging	5 gal pail	5 gal pail		5 gal pail					5 gal Pail
Delivery ARO	2-7	3							3-5
Emergency Delivery ARO	24-48	24 hrs							Yes
Item #23: Carpet Rinse									SMZW4115004
Cost per Case	\$26.08	No Bid	No Bid	\$135.40	No Bid	No Bid	No Bid	\$31.12	\$5.52/gal-\$22.08/case
Meet or Exceed Specs	Y			Y				Y	Y
Brand Bid	Spartan			Ultra Chem Labs Clean				National Chemical	Simonize
Packaging	4/1 gal/case			4/1 gal/case				4 gal/case	4/1 gal/case
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes
Item #24: Grout Cleaner 138846									
Cost per Case	\$45.20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$53.49	\$48.05
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Prolink							National Chemical	Clorox
Packaging	4/1 gal/case							4 gal/case	4/1 gal/case
Delivery ARO	2-7							2	7-10
Emergency Delivery ARO	24-48							24-48	No

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Item #25: Grout Brightener									SMZG1404004
Cost per Case	\$56.32	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$104.75	\$42.94
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Prolink							National Chemical	Simonize
Packaging	4/1 gal/case							12/32 oz/case	4/1 gal/case
Delivery ARO	2-7							2	7-10
Emergency Delivery ARO	24-48							24-48 hrs.	No
Item #26: Grout Shield									138852
Cost per Case	\$71.60	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Meet or Exceed Specs	Y								
Brand Bid	Prolink								
Packaging	4/1 gal/case								
Delivery ARO	2-7								
Emergency Delivery ARO	24-48								
Item #27: Floor Stripper Pads									ACS7219
Cost per Case	\$13.86	\$13.93	No Bid	No Bid	No Bid	No Bid	No Bid	\$10.38	\$11.32
Meet or Exceed Specs	Y	Y						Y	Y
Brand Bid	Prolink	NYSID						ACS	Americo
Packaging	5/case	5/case						5/case	5/case
Delivery ARO	2-7	3						2	7-10
Emergency Delivery ARO	24-48	24 hrs						24-48 hrs.	No

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Item #28: Burnish Pads									GNR403620
Cost per Case	\$15.28	\$15.74	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$12.47
Meet or Exceed Specs	Y	Y							Y
Brand Bid	Prolink	NYSID							Americo
Packaging	5/case	5/case							5/case
Delivery ARO	2-7	3							7-10
Emergency Delivery ARO	24-48	24 hrs							No
Item #29: Polish Pads									ACS4120
Cost per Case	\$15.28	\$15.74	No Bid	No Bid	No Bid	No Bid	No Bid	\$11.05	\$11.68
Meet or Exceed Specs	Y	Y						Y	Y
Brand Bid	Prolink	NYSID						ACS	Americo
Packaging	5/case	5/case						5/case	5/case
Delivery ARO	2-7	3						2	3-5
Emergency Delivery ARO	24-48	24 hrs						24-48 hrs.	Yes
Item #30: Buffing Pads									ACS3120
Cost per Case	\$15.28	\$15.74	No Bid	No Bid	No Bid	No Bid	No Bid	\$11.05	\$11.93
Meet or Exceed Specs	Y	Y						Y	Y
Brand Bid	Prolink	NYSID						ACS	Americo
Packaging	5/case	5/case						5/case	5/case
Delivery ARO	2-7	3						2	7-10
Emergency Delivery ARO	24-48	24 hrs						24-48 hrs.	No

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Item #31: Floor Pads (Doodlebug pad brown or Equal)									
								GNR541010	
Cost per Case	3.73 ea. box	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$32.95	\$14.00
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Prolink							3M	Americo
Packaging	5/box-4boxes/case							20/case	4 boxes of 5/case
Delivery ARO	2-7							2	7-10
Emergency Delivery ARO	24-48							24-48 hrs.	No
Item #32: Floor Pads (Hi Pro Doodlebug pad		D4713							
Cost per Case	\$24.43	\$12.71	No Bid	No Bid	No Bid	No Bid	No Bid	\$143.75	\$18.48
Meet or Exceed Specs	Y	Y						Y	Y
Brand Bid	Prolink	NYSID						3M	Americo
Packaging	4/6 per pack	20/case						40/case	4/6/case
Delivery ARO	2-7	3						2	7-10
Emergency Delivery ARO	24-48	24 hrs						24-48 hrs.	No
Item #33: Mop (Medium		764119150							
Cost per Case	\$28.20	No Bid	No Bid	No Bid	No Bid	No Bid	\$34.00	3.32 ea	\$2.88 ea
Meet or Exceed Specs	Y						Y	Y	Y
Brand Bid	Prolink						O-Cedar	Reliable	Tuway
Packaging	12/case						12/case	each	3/case (8.64/case)
Delivery ARO	2-7						7	2	3-5
Emergency Delivery ARO	24-48						Yes	24-48 hrs.	Yes

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Item #34: Mop (Large L	764119152								
Cost per Case	\$39.72	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4.56	\$4.01 ea.
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Prolink							Reliable	Tuway
Packaging	12/case							each	3/case (12.03/case)
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes
Item #35: Mop (Duster Buster Dust Mop or Equal)	TUWD245BLPK3								
Cost per Case	\$6.99	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.52 ea.-\$10.56/case
Meet or Exceed Specs	Y								Y
Brand Bid	Prolink								Tuway
Packaging	each								3/case (10.56/case)
Delivery ARO	2-7								3-5
Emergency Delivery ARO	24-48								Yes
Item #36: Mop Head	7642205365								
Cost per Case	\$4.32	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$5.28	\$4.51 ea.
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Prolink							Reliable	Tuway
Packaging	each							each	3/case (13.53/case)
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes

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Item #37: Mop Frame								RLBV04431	
Cost per Case	\$3.08	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.24 ea.-\$26.88/case	\$3.05
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Prolink							Reliable	Tuway
Packaging	each							each (sold by dozen)	each
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes
Item #38: Mop Handle (764361601									
Cost per Case	\$6.52	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$8.34	\$7.40
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Prolink							Continental	Tuway
Packaging	each							each (sold by dozen)	each
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes
Item #39: Mop Handle (94-64" Plastic)								COCPA70312	
Cost per Case	\$9.91	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$6.76 ea.-\$81.12/case	\$13.47
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Impact							Continental	Impact
Packaging	each							each (sold by dozen)	each
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes

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Item #40: Squeegee								UNGHM750	
Cost per Case	\$17.98	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$15.92	\$23.34
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Unger							Unger	Unger
Packaging	each							each	each
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes
Item #41: Spray Bottles								IMP5032WG	
Cost per Case	\$1.95	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.53	\$0.50
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Spartan							Boardwalk	Impact
Packaging	each							each (sold as 3 pack)	each
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes
Item #42: Bathroom Cle									
	790606								
Cost per Case	\$83.40	\$32.13	No Bid	No Bid	No Bid	No Bid	No Bid	\$17.97	\$59.09
Meet or Exceed Specs	Y	Y						Y	Y
Brand Bid	Spartan	Proxi						National Chemical	Pioneer
Packaging	4/2L	6/32 oz/case						12/32 oz/case	4/2L/case
Delivery ARO	2-7	3						2	
Emergency Delivery ARO	24-48	24 hrs						24-36 hrs	

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Item #43: Bathroom Cleaner (Urinal & Bowl Cleaner)							RDI#28910		
Cost per Case	\$21.49	\$32.13	No Bid	No Bid	No Bid	No Bid	\$15.05	\$25.22	\$21.58
Meet or Exceed Specs	Y	Y					Y	Y	Y
Brand Bid	Spartan	Proxi					Diamond Chemical	National Chemical	Pioneer
Packaging	12 qt/case	6/32 oz/case					12 qts/case	12/32 oz/case	12/32 oz/case
Delivery ARO	2-7	3					7	2	7-10
Emergency Delivery ARO	24-48	24 hrs					Yes	24-48 hrs.	No
Item #44: Urinal Screens							BWKNUS		
Cost per Case	\$18.60	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$12.82	\$14.40
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Prolink							Boardwalk	Nilodor
Packaging	12/box							12	12/case
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes
Item #45: Tub Tile Cleaner							SMZG1325012		
Cost per Case	\$25.20	\$32.13	No Bid	No Bid	No Bid	No Bid	No Bid	\$18.75	\$19.92
Meet or Exceed Specs	Y	Y						Y	Y
Brand Bid	Spartan	Proxi						National Chemical	Simonize
Packaging	12 qt/case	6/32 oz/case						3 gal	12/32 oz/case
Delivery ARO	2-7	3						2	3-5
Emergency Delivery ARO	24-48	24 hrs						24-48 hrs.	Yes

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Item #46: Glass & Hard Surface Cleaner									PIO341DTC
Cost per Case	\$86.88	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$66.96
Meet or Exceed Specs	Y								Y
Brand Bid	Spartan								Pioneer
Packaging	4/2L								4/2L/case
Delivery ARO	2-7								3-5
Emergency Delivery ARO	24-48								Yes
Item #47: Degreaser (Heavy Duty Cleaner Degreaser)									SMZC0600005
Cost per Case	\$56.22	\$55.05	No Bid	\$139.75	No Bid	No Bid	No Bid	\$23.97	\$21.47
Meet or Exceed Specs	Y	Y		Y				Y	Y
Brand Bid	Buckeye	Envirocare		Ultra Chem Labs				National Chemical	Simonize
Packaging	5 gal pail	5 gal pail		5 gal pail				5 gal pail	5 gal Pail
Delivery ARO	2-7	3						2	7-10
Emergency Delivery ARO	24-48	24 hrs						24-48 hrs.	No
Item #48: Degreaser (Simple Green or Equal)									SMZT3834004
Cost per Case	No Bid	\$44.04	No Bid	\$32.88	No Bid	No Bid	No Bid	\$11.02	\$5.51 ea-\$22.04/case
Meet or Exceed Specs		Y		Y				Y	Y
Brand Bid		Envirocare		Ultra Chem Labs				Simple Green	Simonize
Packaging		4 gal/case		1 gal				each	4/1 gal/case
Delivery ARO		3						2	3-5
Emergency Delivery ARO		24 hrs						24-48 hrs.	Yes

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Item #52: Stainless Steel Cleaner								BWK347AEA	
Cost per Case	\$44.62	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$30.72	\$24.68
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Prolink							Boardwalk	Claire
Packaging	12/16 oz./case							12/18 oz./case	12/14 oz/case
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes
Item #53: Car Wash & Degreaser								SMZW4210005	
Cost per Case	\$41.69	\$55.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$32.31	\$30.18
Meet or Exceed Specs	Y	Y						Y	Y
Brand Bid	Spartan	NYSID						National Chemical	Simonize
Packaging	5 gal pail	5 gal pail						5 gal pail	5 gal Pail
Delivery ARO	2-7	3						2	7-10
Emergency Delivery ARO	24-48	24 hrs						24-48 hrs.	No
Item #54: Foam Hand Soap								GJ777002	
Cost per Case	\$41.73	\$49.68	No Bid	No Bid	No Bid	No Bid	\$12.95	\$14.39	\$40.40
Meet or Exceed Specs	Y	Y					Y	Y	Y
Brand Bid	GoJo	Gojo					Germ X	National Chemical	GoJo
Packaging	2/1200 ml/case	1.2L/case					2/1150 ml/case	6/1000 ml/case	2/1200 ml/case
Delivery ARO	2-7	3					7	2	3-5
Emergency Delivery ARO	24-48	24 hrs					Yes	24-48 hrs.	Yes

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Item #55: Liquid Hand Soap								BWK410CT	
Cost per Case	\$16.52	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$15.35	\$18.56
Meet or Exceed Specs	Y							Y	Y
Brand Bid	Simonize							Boardwalk	Simonize
Packaging	4/1 gal							4 gal/case	4/1 gal/case
Delivery ARO	2-7							2	3-5
Emergency Delivery ARO	24-48							24-48 hrs.	Yes
Item #56: Powdered Exam Grade Gloves (Vinyl)					FCVFS104A-S (-M,-L,-XL)				
Cost per Case	No Bid	\$25.27	No Bid	No Bid	\$15.90	No Bid	\$23.00	\$17.20	\$21.39
Meet or Exceed Specs		Y			Y		Y	Y	Y
Brand Bid		Skintx			First Care		Crystal Ware	Crystal Ware	Food Handler
Packaging		10 boxes/case			1000/case		10 boxes of 100/case	10 boxes of 100/case	10 boxes of 100/case
Delivery ARO		3			3-5		7	2	3-5
Emergency Delivery ARO		24 hrs			48 hrs		Yes	24-48 hrs.	Yes
Item #57: Powdered Exam Grade Gloves (Latex)							CSWLGPPGM (L, XL)		
Cost per Case	No Bid	No Bid	No Bid	No Bid	\$30.00	No Bid	\$32.50	\$25.26	\$35.22
Meet or Exceed Specs					Y		Y	Y	Y
Brand Bid					First Care		Elara	Crystal Ware	Food Handler
Packaging					1000/case		10 boxes of 100/case	1000/case	10 boxes of 100/case
Delivery ARO					3-5		7	2	3-5
Emergency Delivery ARO					48 hrs		Yes	24-48 hrs.	Yes

Company Name	EA Morse (MWBE Waiver)	NYSID (Preferred Source)	All American Poly	Green Facility Solutions	Interboro Packaging Corp (WBE)	United Sales USA (MWBE Waiver)	Regional Distributors Inc. (WBE)	WB Mason (MWBE Waiver)	Hill-n-Markes (MWBE Waiver)
Item #58: Powder Free Exam Gloves (Vinyl)								CSWVECPFGM (L)	
Cost per Case	\$28.60	\$39.35	No Bid	No Bid	\$19.80	\$22.50	\$24.95	\$18.10	\$39.72
Meet or Exceed Specs	Y	Y			Y	Y	Y	Y	Y
Brand Bid	Safety Zone	Tronex			Med Pride	Crystal Ware	Elara	Crystal Ware	Food Handler
Packaging	10 boxes/case	10 boxes/case			1000/case	10 boxes of 100/case	10 boxes of 100/case	10 boxes of 100/case	10 boxes of 100/case
Delivery ARO	2-7	3			3-5	3-5	7	2	3-5
Emergency Delivery ARO	24-48	24 hrs			48 hrs	36-48 hrs	Yes	24-48 hrs.	Yes
Item #59: Powder Free Exam Grade Gloves (Latex)					LGPPFGS (M,L,XL)				
Cost per Case	\$46.20	\$56.15	No Bid	No Bid	\$34.00	\$22.50	\$50.49	\$33.60	\$53.69
Meet or Exceed Specs	Y	Y			Y	Y	Y	Y	Y
Brand Bid	Safety Zone	Tronex			First Care	Crystal Ware	Elara	Crystal Ware	Food Handler
Packaging	10 boxes/case	10 boxes/case			1000/case	10 boxes of 100/case	10 boxes of 100/case	10 boxes of 100/case	10 boxes of 100/case
Delivery ARO	2-7	3			3-5	3-5	7	2	3-5
Emergency Delivery ARO	24-48	24 hrs			48 hrs	24-36 hrs.	Yes	24-48	Yes
Item #60: Alkaline Batteries (C-cell)								DURPC1400	
Cost per Case	No Bid	\$8.18	No Bid	No Bid	No Bid	No Bid	\$9.60	\$27.20	\$46.08
Meet or Exceed Specs		Y					Y	Y	Y
Brand Bid		Energizer					Duracell	Duracell	Pro Cell
Packaging		12/pack					12/box	5 (12/box)	6 box/12/case
Delivery ARO		3					7	2	3-5
Emergency Delivery ARO		24 hrs					Yes	24-48 hrs.	Yes

Company Name	EA Morse (MWBE Waiver)	NYSID (Preferred Source)	All American Poly	Green Facility Solutions	Interboro Packaging Corp (WBE)	United Sales USA (MWBE Waiver)	Regional Distributors Inc. (WBE)	WB Mason (MWBE Waiver)	Hill-n-Markes (MWBE Waiver)
Item #61: Alkaline Batteries (D-cell) E5803									
Cost per Case	No Bid	\$8.78	No Bid	No Bid	No Bid	No Bid	\$11.30	\$12.87	\$63.36
Meet or Exceed Specs		Y					Y	Y	Y
Brand Bid		Energizer					Duracell	Duracell	Pro Cell
Packaging		12/pack					12/box	12/box	6 box/12/case
Delivery ARO		3					7	2	3-5
Emergency Delivery ARO		24 hrs					Yes	24-48 hrs.	Yes
Item #62: Green Hand Pad (Scrub pad) RDI#13802									
Cost per Case	\$2.22	\$14.22	No Bid	No Bid	No Bid	No Bid	\$11.40	\$12.87	\$13.10
Meet or Exceed Specs	Y	Y					Y	Y	Y
Brand Bid	Prolink	NYSID					Royal	Boardwalk	Disco
Packaging	10/box	60/case					6/10's/case	3 boxes of 20/case	6/10/case
Delivery ARO	2-7	3					7	2	3-5
Emergency Delivery ARO	24-48	24 hrs					Yes	24-48 hrs.	Yes
MILLION AIR FACILITY									
Item #63M: Toilet Tissue (2-Ply) RDI#14514									
Cost per Case	\$37.27	\$42.62	No Bid	No Bid	No Bid	\$30.00	\$27.50	\$48.92	\$29.22
Meet or Exceed Specs	Y	Y				Y	Y	Y	Y
Brand Bid	Prolink	Tork				Cascade	Kruger	Georgia Pacific	Cascades
Packaging	96/500 sheets/case	96/case				96/case	96/500 sheets/case	80 rolls/case	96/500 sheets/case
Delivery ARO	2-7	3					7	2	3-5
Emergency Delivery ARO	24-48	24 hrs					Yes	24-48	Yes

Company Name	EA Morse (MWBE Waiver)	NYSID (Preferred Source)	All American Poly	Green Facility Solutions	Interboro Packaging Corp (WBE)	United Sales USA (MWBE Waiver)	Regional Distributors Inc. (WBE)	WB Mason (MWBE Waiver)	Hill-n-Markes (MWBE Waiver)
Item #64M: Tissues								CSWT1302P36	
Cost per Case	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$12.95	\$18.89	\$31.14
Meet or Exceed Specs							Y	Y	Y
Brand Bid							Crystal Ware	Crystal Ware	Kimberly Clark
Packaging							30 boxes of 100/case	130 per box/36/case	36 boxes of 110/case
Delivery ARO							7	2	3-5
Emergency Delivery ARO							Yes	24-48 hrs.	Yes
Item #65M: C-Fold Towel								CSWCFW20012	
Cost per Case	\$17.41	\$26.21	No Bid	No Bid	No Bid	\$14.10	\$14.69	\$13.44	\$13.91
Meet or Exceed Specs	Y	Y				Y	Y	Y	Y
Brand Bid	Vendrehl	NYSID				Nittany	Kruger	Crystal Ware	Cascades
Packaging	2400/case	2400/case				12 boxes of 200/case	12 boxes of 200/case	2400/case	12 boxes of 200/case
Delivery ARO	2-7	3				3-5	7	2	3-5
Emergency Delivery ARO	24-48	24 hrs				24-36 hrs.	Yes	24-48 hrs.	Yes
Item #66M: Roll Towel								MRCP700B	
Cost per Case	\$22.12	No Bid	No Bid	No Bid	No Bid	\$23.50	\$20.49	\$16.28	\$42.88
Meet or Exceed Specs	Y					Y	Y	Y	Y
Brand Bid	Essily					Nittany	Kruger	Marcal	Kimberly Clark
Packaging	6/800'/case					12/350'/case	12/350'/case	12/350'/case	6/950'/case
Delivery ARO	2-7					3-5	7	2	3-5
Emergency Delivery ARO	24-48					24-36 hrs.	Yes	24-48 hrs.	Yes

Company Name	EA Morse (MWBE Waiver)	NYSID (Preferred Source)	All American Poly	Green Facility Solutions	Interboro Packaging Corp (WBE)	United Sales USA (MWBE Waiver)	Regional Distributors Inc. (WBE)	WB Mason (MWBE Waiver)	Hill-n-Markes (MWBE Waiver)
Item #67M: Liquid Hand Soap								BWK410CT	
Cost per Case	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$15.35	\$18.57
Meet or Exceed Specs								Y	Y
Brand Bid								Boardwalk	Simonize
Packaging								4 gal/case	4 gal/case
Delivery ARO								2	3-5
Emergency Delivery ARO								24-48 hrs.	Yes
Item #68M: Granite and Marble Cleaner								CLRCL636	
Cost per Case	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$19.05
Meet or Exceed Specs									Y
Brand Bid									Claire
Packaging									6/18oz/case
Delivery ARO									7-10
Emergency Delivery ARO									No
Bid Bond	\$2000 Check			\$2000 Check	X	\$2000 Check	\$2000 Check	X	\$2000 Check
Offerer Disclosure	X	X	X	X	X	X	X	X	X
Non Colsn.	X	X	X	X	X	X	X	X	X
References	X	X	X	X	X	X	X	X	X
Acknowledgment	X	X	X	X	X	X	X	X	X
Notes:	30% Discount off list of additional items		10% Discount off list of additional items		50% Discount off list of additional items	39% Discount off list of additional items	15% Discount off list of additional items	50% Discount off list of additional items	10% Discount off list of non-contracted items

I, Bobbi Matthews, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the commodities shown above.

Albany Airport Authority Purchasing Department

Sworn to before me this ____ day of _____, 20__.

Bobbi Matthews

Notary Public

AGENDA ITEM NO. 1.4

**Real-Property Acquisition
Lease Amendment: Proposed Land Swap and
Purchase Transaction with County of Albany for
Acquisition of Sicker Road (West) cul-de-sac**

AGENDA ITEM NO: 1.4
MEETING DATE: April 22, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
04/22/2019

DEPARTMENT: *Legal Department/Planning and Engineering*

Contact Person: *Peter F. Stuto, General Counsel
Stephen Iachetta, AICP, Airport Planner*

PURPOSE OF REQUEST:

Real-Property Acquisition
Lease Amendment: *Proposed Land Swap and Purchase Transaction with County of Albany for Acquisition of Sicker Road (West) cul-de-sac*

CONTRACT AMOUNT:

Purchase Price: *\$90,000 Fair Market Value for .72 Acre Net Gain of Land*

BUDGET INFORMATION:

Anticipated in Current Capital Plan: Yes ✓ No NA
Funding Account No: CPN 2260

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0% **State** 0% **Airport** 100%
Term of Funding: 2019
Grant No. NA

JUSTIFICATION:

Board approval is requested for the proposed land swap and purchase transaction with the County of Albany for the Airport to acquire the end portion of Sicker Road (West), including cul-de-sac, and to create new cul-de-sac at the new road end. The newly acquired land will be used by the Airport for aeronautical purposes, specifically to enhance the CommutAir facility with additional aircraft parking and automobile parking. The components of the transaction are:

The County will transfer .53 +/- acres at no cost to the Authority. This transaction was approved by resolutions of both the County and Authority in 1996. The final transfer (by amendment of the lease with the County) lease amendment was never executed.

The remaining "swap" involves three parcels resulting in a net gain of .72 acres by the Authority. The Authority will pay the County \$90,000 for the .72 acres based upon fair market appraisal. This portion of the conveyance is to add .85 acres to the Airport Lease, subtract a .05 acre parcel from the Airport Lease and convey .08 acre parcel to the County.

AGENDA ITEM NO: 1.4
MEETING DATE: April 22, 2019

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA _____

PROCUREMENT DEPARTMENT APPROVAL:

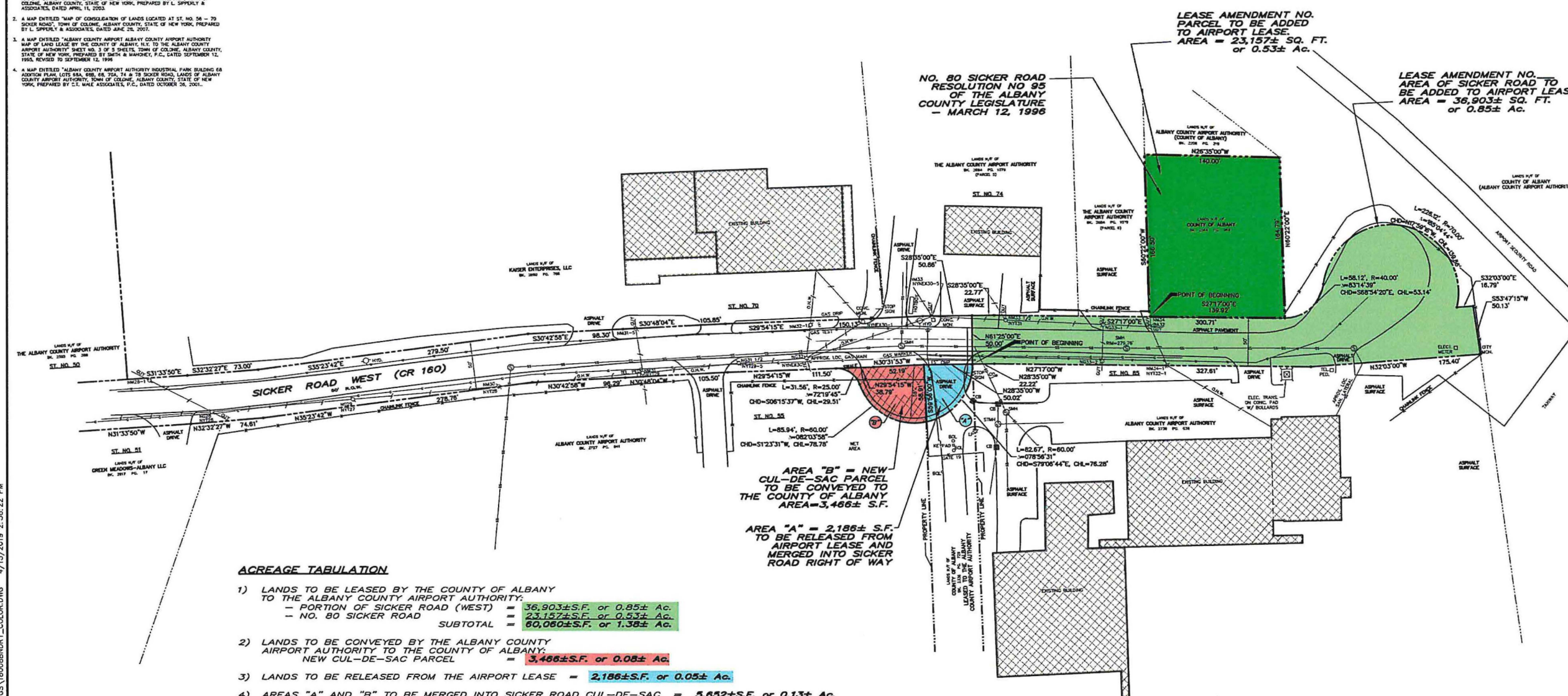
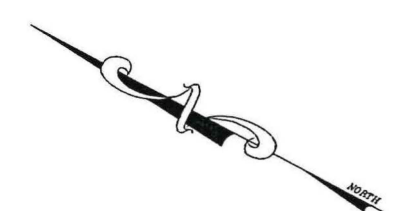
Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. Yes ✓ NA _____

BACK-UP MATERIAL:

1. *Survey depicting proposed transaction*
2. *1996 Resolutions of County Legislature and Airport Authority*
3. *Letter from County Public Works Commissioner describing item 2 portion of transaction*
4. *Appraisal Excerpt*

- NOTES:
- BOUNDARY EVIDENCE AND PLANNING INFORMATION SHOWN HEREON WAS COMPILED FROM AN ACTUAL FIELD SURVEY CONDUCTED ON MARCH 19, 2018 AND REFLECTS VISIBLE CONDITIONS EXISTING AT THAT OCCASION.
 - TOPOGRAPHIC INFORMATION SHOWN HEREON WAS COMPILED FROM AN ACTUAL FIELD SURVEY CONDUCTED ON APRIL 23, 2018 AND REFLECTS VISIBLE CONDITIONS EXISTING AT THAT OCCASION.
 - SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.
 - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN UP TO DATE ABSTRACT OF TITLE FOR THE SUBJECT PROPERTIES. EASEMENTS MAY AFFECT THE PROPERTIES.
 - UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY EVIDENCE UNLESS A CREWMAN SURFACE AND RECORD DRAWING MADE AVAILABLE TO OUR OFFICE AND ARE SUBJECT TO FIELD VERIFICATION BY EXCAVATION. UTILITIES SHOWN DO NOT PURPORT TO CONSTITUTE OR REPRESENT ALL UTILITIES THAT MAY EXIST UPON OR ADJACENT TO THE SURVEYED PREMISES.
 - BEARINGS SHOWN HEREON ARE BASED ON MAP RESIDENCE NO. 1.

- MAP REFERENCES:
- A MAP ENTITLED "ALBANY COUNTY AIRPORT AUTHORITY ALBANY INTERNATIONAL AIRPORT SURVEY MAP OF LANDS OWNED BY COMMAND AIRWAYS, INC., TOWN OF COLONIE, ALBANY COUNTY, STATE OF NEW YORK, PREPARED BY L. SIPPERLY & ASSOCIATES, DATED APRIL 11, 2003.
 - A MAP ENTITLED "MAP OF CONSOLIDATION OF LANDS LOCATED AT ST. NO. 56 - 70 SICKER ROAD, TOWN OF COLONIE, ALBANY COUNTY, STATE OF NEW YORK, PREPARED BY L. SIPPERLY & ASSOCIATES, DATED JUNE 26, 2007.
 - A MAP ENTITLED "ALBANY COUNTY AIRPORT AUTHORITY ALBANY INTERNATIONAL AIRPORT SURVEY MAP OF LANDS LEASE BY THE COUNTY OF ALBANY, N.Y. TO THE ALBANY COUNTY AIRPORT AUTHORITY SHEET NO. 3 OF 5 SHEETS, TOWN OF COLONIE, ALBANY COUNTY, STATE OF NEW YORK, PREPARED BY SMITH & MARCHETTI, P.C., DATED SEPTEMBER 12, 1995, REVISED TO SEPTEMBER 12, 1999.
 - A MAP ENTITLED "ALBANY COUNTY AIRPORT AUTHORITY INDUSTRIAL PARK BUILDING AND LOT LOTS USA, INC. 66, 70A, 74 & 78 SICKER ROAD, LANDS OF ALBANY COUNTY AIRPORT AUTHORITY, TOWN OF COLONIE, ALBANY COUNTY, STATE OF NEW YORK, PREPARED BY C.J. WALK ASSOCIATES, P.C., DATED OCTOBER 26, 2001.



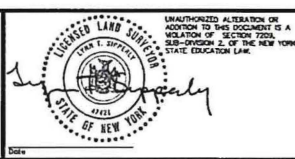
ACREAGE TABULATION

- LANDS TO BE LEASED BY THE COUNTY OF ALBANY TO THE ALBANY COUNTY AIRPORT AUTHORITY:
 - PORTION OF SICKER ROAD (WEST) = 36,903±S.F. or 0.85± Ac.
 - NO. 80 SICKER ROAD = 23,157±S.F. or 0.53± Ac.
 - SUBTOTAL = 60,060±S.F. or 1.38± Ac.
- LANDS TO BE CONVEYED BY THE ALBANY COUNTY AIRPORT AUTHORITY TO THE COUNTY OF ALBANY:
 - NEW CUL-DE-SAC PARCEL = 3,466±S.F. or 0.08± Ac.
- LANDS TO BE RELEASED FROM THE AIRPORT LEASE = 2,186±S.F. or 0.05± Ac.
- AREAS "A" AND "B" TO BE MERGED INTO SICKER ROAD CUL-DE-SAC = 5,652±S.F. or 0.13± Ac.

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REV	DATE	DESCRIPTION	BY
D	10/25/18	WORKING CHANGES	OLS
C	10/26/18	CUL-DE-SAC PARCEL DIVIDED INTO "A" & "B" PARCELS	OLS
B	08/20/18	NO. 80 SICKER ROAD ADDED	OLS
A	04/04/18	CURVE CHORD DATA ADDED	OLS

LS L. SIPPERLY & ASSOCIATES, DPC
 ENGINEERS * SURVEYORS * LAND PLANNERS
 696 TROY-SCHENECTADY ROAD
 LATHAM, NEW YORK 12110
 PHONE: (518) 782-1800 FAX: (518) 782-1252



DESIGNED BY: S.H.D.
 DRAWN BY: S.H.D.
 CHECKED BY: L.T.S.
 APPROVED BY: L.T.S.
 SCALE: 1" = 50'
 DATE: MARCH 28, 2018

LEASE AMENDMENT NO. _____
MAP OF A PORTION OF SICKER ROAD (WEST) & ST. NO. 80 SICKER ROAD TO BE LEASED TO THE ALBANY COUNTY AIRPORT AUTHORITY
 SICKER ROAD (WEST CR 160) TOWN OF COLONIE
 COUNTY OF ALBANY STATE OF NEW YORK

REV. NO.	DWG. NO.
D	D-19048

RESOLUTION NO. 95

AUTHORIZING THE ALBANY COUNTY AIRPORT AUTHORITY TO EXCHANGE REAL PROPERTY OWNED BY DAVID J. KAISER FOR REAL PROPERTY OWNED BY ALBANY COUNTY

Introduced: 3/11/96

By Mass Transit Committee:

WHEREAS, It has been determined by the Albany County Airport Authority that the Albany County Airport should acquire by exchange certain lands of David J. Kaiser, and

WHEREAS, The exchange is on an as-is basis without warranty or guarantee as to environmental condition of either parcel, and such exchange will result in an enhancement of Airport operations by providing additional usable Airside acreage, and

WHEREAS, The lands of Kaiser to be transferred to the County represents approximately six-tenths (0.6) of an acre, and the lands of the County to be transferred to Kaiser represents approximately four-tenths (0.4) of an acre, as shown on a map filed with the Clerk of the Legislature, and

WHEREAS, The exchange of property will provide a better opportunity for the Airport to construct a planned interior service/security road, said road beginning at the current entry gate on Sicker Road (west side of the Airport), running north, and around the approach end of Runway 19, south to the planned cargo facility, and further south to the maintenance building on Sicker Road (east side of the Airport), and

WHEREAS, Appraisals of both properties have been received and show said properties to be of equal value, now, therefore be it

RESOLVED, That the Albany County Legislature approves and authorizes the Albany County Airport Authority to acquire by exchange property owned by David J. Kaiser for property owned by the County of Albany, both in the Town of Colonie, County of Albany, State of New York. and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

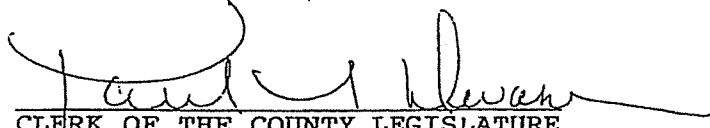
Adopted by unanimous vote. 3/11/96

STATE OF NEW YORK)
COUNTY OF ALBANY) ss

I HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT TRANSCRIPT OF A RESOLUTION
DULY ADOPTED BY THE (COUNTY LEGISLATURE) OF
ALBANY COUNTY ON THE 12th DAY OF March
1996, AND OF THE WHOLE THEREOF.

DATED, ALBANY N.Y.

March 22 1996


CLERK OF THE COUNTY LEGISLATURE

AGENDA ITEM NO. 13

AUTHORIZATION OF

EXCHANGE OF PROPERTY

OWNED BY THE COUNTY OF ALBANY FOR

PROPERTY OWNED BY DAVID J. KAISER

AGENDA ITEM NO: 13
MEETING DATE: February 12, 1996

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

Contact Person: *Michael N. Polovina, Airport Director*
Telephone: *464-5010*

PURPOSE OF REQUEST:

Real Property Matters

Even Exchange of Property Owned by the County of Albany for Property Owned by David J. Kaiser

CONTRACT AMOUNT:

Base Amount: NA

BUDGET INFORMATION:

Anticipated in Current Budget: Yes No NA X

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal State Airport NA

JUSTIFICATION:

This will be an enhancement of Airport operations by providing additional usable Airside acreage, through an exchange of property with an Airport neighbor. The exchange is on an as is basis without warranty or guarantee as to environmental condition of either parcel.

The lands of Kaiser to be transferred to the County represents approximately six-tenths (0.6) acres. The lands of the County to be transferred to Kaiser represents approximately four-tenths (0.4) acres.

The exchange of property will provide a better opportunity for the Airport to construct a planned interior service/security road. This road would begin at the current entry gate on Sicker Road (west side of the Airport), north and around the approach end of Runway 19 and south to the planned cargo facility and further south to the maintenance building on Sicker Road (east side of the Airport).

This transaction is contingent upon approval by the County Legislature. A request for said authorization has been submitted.

APPROVAL RECOMMENDED BY: *Michael N. Polovina, Airport Director*

BACK-UP MATERIAL: *Please refer to the attachments.*



ALBANY COUNTY AIRPORT AUTHORITY
ALBANY INTERNATIONAL AIRPORT
ADMINISTRATION BUILDING
SUITE 200
ALBANY, NEW YORK 12211-1057

TEL: 518.242.2222
ADMIN FAX: 518.242.2641
FINANCE FAX: 518.242.2640
SITE: www.albanyairport.com

March 18, 2019

Ms. Lisa Ramundo, P.E., Commissioner
County of Albany Department of Public Works
449 New Salem Road
Voorheesville, New York 12186

**RE: .53 Acre Land Parcel located at 80 Sicker Road
associated with CR 160 cul-de-sac-Relocation**

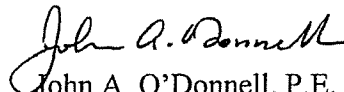
Dear Commissioner Romundo,

The Albany County Airport Authority is respectfully requesting that the intent of the attached Albany County Legislative Resolution No. 95 unanimously adopted 3/11/96 be followed to formalize inclusion of the subject half-acre adjoining the Sicker Road cul-de-sac to the Airport Authority. Also attached supporting correcting this inadvertent timing related omission in the 1995 Airport Authority Lease Record Map is a Certification Memo by Licensed Land Surveyor Lynn T. Sipperly dated March 14, 2019. Mr. Sipperly was the surveyor of record for the original 1995 Airport Authority Lease Record Map, but formal Lease Amendment for the subject half-acre was deferred to a later date which has now come to fruition.

Please note that County Resolution No. 95 of 1996 approved the acquisition of the adjoining Kaiser property by the Airport Authority and "Resolved that the Albany County Legislature approves and authorizes the Albany County Airport Authority to acquire by exchange property owned by David J. Kaiser for property of owned by the County of Albany."

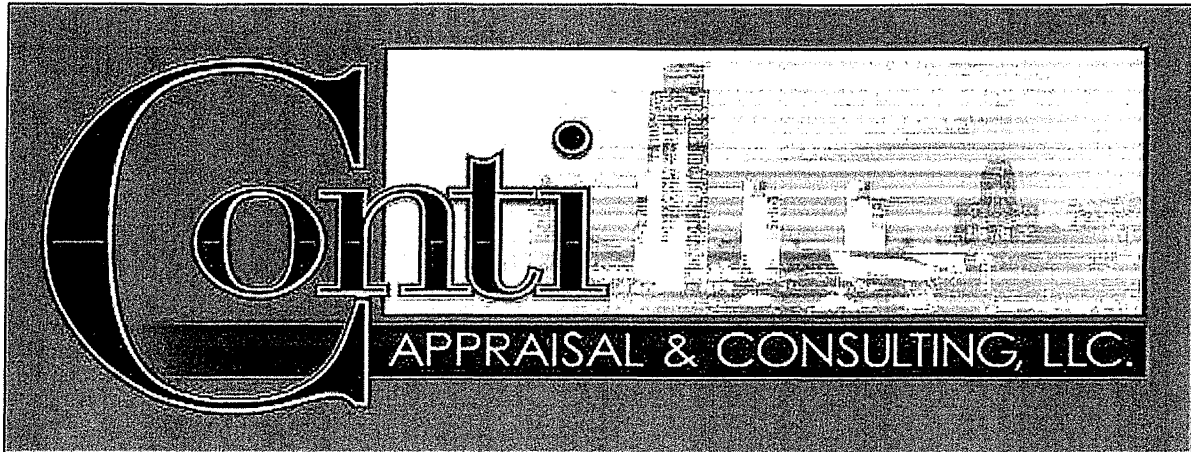
Thank you very much for your ongoing excellent management support. We look forward to working with you on these Airport funded CR 160 Sicker Road improvements.

Sincerely,


John A. O'Donnell, P.E.
Chief Executive Officer

JOD/ela
Enclosure

Cc: Peter Stuto, General Counsel
Stephen Iachetta, Airport Planner
John LaClair, Airport Engineer, ACAA



May 31, 2018

Mr. Stephen A. Iachetta, A.I.C.P.
 Department of Planning & Engineering
 Albany County Airport Authority
 Albany International Airport
 Administration Building, Suite 205
 Albany, New York 12211-1057

RE: **Appraisal Report**
 ROW Parcel
 ±0.72 Acre
 Sicker Road
 Town of Colonie, Albany County, New York

Dear Mr. Iachetta,

In accordance with your request, I have prepared the attached appraisal report for the purpose of providing an opinion of market value of the above referenced property.

The subject is the ±0.72 acre ROW parcel, known as the current Sicker Road turn around/cul-de-sac, located in the Town of Colonie, Albany County, New York.

Based on the analysis contained in the following report, my opinion of market value of the ±0.72 acre ROW parcel is follows:

OPINION OF MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value Opinion
AS IS	FEE SIMPLE ESTATE	MAY 16, 2018	\$90,000

The analyses, opinions, and conclusions were developed in conformance with our interpretation of the guidelines and recommendations set forth in the 2018-2019 Uniform Standards of Professional Appraisal Practice (USPAP) effective January 1, 2018 through December 31, 2019. This Appraisal Report summarizes the appraisal analysis and the rationale for the conclusions. The report has been prepared in accordance with the standards and reporting requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and Title XI Regulations. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisal file.

Your attention is directed to the following appraisal report which in part, forms the basis of my opinion. This report is subject to the Assumptions and Limiting Conditions which are an integral part of the stated value.

I appreciate this opportunity to be of service to you in the preparation of the following report.

Very truly yours,

CONTI APPRAISAL & CONSULTING, LLC

**Jacqueline R
Conti**

Digitally signed by Jacqueline R Conti
DN: CN=Jacqueline R Conti, O=Conti
Appraisal & Consulting LLC,
E=jackie@contiappraisal.com
Reason: I am the author of this document
Location:
Date: 2018-05-31 10:03:51

Jacqueline R. Conti, MAI, J.D.

Managing Member

NYS Certified General Real Estate Appraiser # 46-661

185423 – ±0.72 acre ROW, Sicker Road, Town of Colonie, Albany County, NY

AGENDA ITEM NO. 1.5
ADD-ON: HAND-OUT

Amendment of ACAA Personnel Handbook

AGENDA ITEM NO: 1.5
MEETING DATE: April 22, 2019
ADD-ON: HAND-OUT

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

Personnel Committee
Approved to send
Amended Personnel
Handbook to full
Board for Approval
04-22-2019

DEPARTMENT:

Contact Person: *John A. O'Donnell, Chief Executive Officer*

PURPOSE OF REQUEST:

Amendment of ACAA Personnel Handbook

**ACAA Approved
by Full Board
04-22-2019**

CONTRACT AMOUNT: N/A

BUDGET INFORMATION:

Anticipated in Current Budget: N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages): N/A

JUSTIFICATION:

Reviewed and approved by the Personnel Committee on April 22, 2019 and referred to the full Board at the request of the Personnel Committee for concurrence of proposed changes. Please refer to the attached highlight of changes and redlined edits of the Personnel Handbook.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

BACK-UP MATERIAL:

Please refer to the attached highlight of changes and redlined edits of Personnel Handbook.

**Highlight of Changes to
Personnel Handbook
April 22, 2019 – Personnel Committee Meeting**

Page No.	Reason for Change
Page 7	<p>Change: “Any employee with a problem or complaint relating to alleged harassment or discrimination in the work place should immediately bring it to the attention of the Chief Executive Officer or the Chair of the Authority Board who will promptly initiate a confidential investigation.”</p> <p>Change to: Any employee with a problem or complaint relating to alleged harassment or discrimination in the work place should immediately bring it to the attention of the Chief Executive Officer. If the matter is not resolved, the employee may file a formal written complaint with the Chair of the Authority Board who will promptly initiate a confidential investigation.</p>
Page 22	Holidays – Adding the day after Thanksgiving in place of 1 discretionary day.
Page 24	<p>Change: “An employee may use accrued vacation or personnel leave day if his/her sick time exceeds the number of allowable sick leave days.”</p> <p>Change to: “An employee may use accrued vacation or personnel leave day if his/her sick time exceeds the number of allowable sick leave days with written approval from the Chief Executive Officer.”</p>
Page 32	5.3 – Changes Dental Insurance from Blue Shield of Northeastern NY to Guardian.
Page 45	Standard of Conduct – Adding: Sexual harassment is strictly prohibited. The Equal Employment Opportunity Commission defines sexual harassment as: unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct is used as a basis for employment decisions, or when such conduct has the purpose or effect of unreasonably interfering with the individual’s work performance or creating intimidating, hostile or offensive work environment. Employees are cautioned that remarks that they may view as humorous may, in fact, be perceived as offensive or intimidating to the recipient. Authority employees should avoid making any comments of a sexual nature to or about another employee.
Page 48	<p>Deleting: “except in connection with holidays or other recognized occasions where the making of gifts is accepted business practice and where the value of the gift is appropriate to the occasion.”</p> <p>Inserting: “From time to time, around the holidays or other similar occasion, a vendor or other party with a relationship with the Authority</p>

	<p>will give or attempt to give cookies, food, candy or other like items for such holiday or occasion, to Authority staff or individuals. In no case shall Authority employees encourage such giving. In the event cookies, food, candy or other like items are delivered to the Authority staff or an employee, the staff member or employee shall inform the CEO. The CEO may return such item, give such item to charity or put the item out for general holiday consumption for staff and the public.”</p>

ALBANY COUNTY AIRPORT AUTHORITY

PERSONNEL HANDBOOK

Adopted: 9/19/94
Amended: 11/13/97
Amended: 3/4/98
Amended: 12/7/98
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Amended: 12/12/16
Amended:—:

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1.0 INTRODUCTION

The Albany County Airport Authority's (Authority) personnel policies, benefits and services are set forth in this handbook. You should familiarize yourself with these policies and procedures and use this handbook as a reference guide. These policies cover all Authority employees and are designed to maintain consistency and insure equitable treatment.

There are several matters that are important to keep in mind about this handbook. First it contains general information and guidelines. The handbook is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the application of a policy or procedure to you, you should address your specific questions to the Chief Financial Officer.

Second, while the Authority intends to continue the policies, procedures, practices, and benefits described herein, the Authority reserves the right to modify, suspend or terminate any of them when conditions so warrant. We will try to keep you informed of changes as they occur, but we may not always be able to do so.

Third, some benefits described herein (such as NYS Pension Plans) are covered in detail in official policy documents that are modified from time to time and are readily available for your inspection in the Office of the Chief Financial Officer or his/her designee. These official texts are controlling governing documents over any statements made in this handbook or by any Authority manager/supervisor.

Fourth, it is not the intent of this handbook to substitute these policies or procedures for appropriate statutory provisions covering employees with permanent civil service status.

Fifth, the policy and procedures described in this handbook or any other Authority document are not conditions of employment.

Sixth, the language in this handbook, except where otherwise explicitly noted, does not create a contract between the Authority and its employees and may be modified at any time at the sole discretion of the Authority.

2.0 EMPLOYMENT PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

EEO refers to all Federal and State anti-discrimination laws and provides all persons the right to be evaluated based on their ability.

It is the policy of the Authority to ensure equal employment opportunity for all applicants and employees regarding all personnel related matters, including, but not limited to recruitment, hiring, placement, promotion, compensation, benefits and training. In all such activities, the Authority will not discriminate against any qualified persons because of age, sex, gender, marital status, race, creed, religion, color, national origin, citizenship, disability, veteran status, military status, marital status, familial status, predisposing genetic characteristic or genetic information, sexual orientation, or any other class protected by law.

2.2 INTERNAL COMPLAINT PROCEDURE

The Authority provides employees with an established procedure for expressing employment related concerns and to foster sound employee-employer relations through communication and reconciliation of work-related problems.

An employee who feels that he/she has a legitimate work-related complaint is encouraged to first attempt to resolve the issue(s) through discussions with his/her immediate supervisor.

If the situation is not resolved within ten working days from the time the complaint is discussed with the immediate supervisor, barring extenuating circumstances, it should be reported to the Chief Executive Officer or his/her designee with written documentation. Every effort will be made to resolve the complaint within a reasonable time period while preserving the confidentiality and privacy of those involved to the extent possible.

2.3 HARASSMENT

All employees have the right to work in an environment free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive.

The Authority is committed to maintaining a comfortable and productive work environment. Consistent with the Authority's respect for the rights and dignity of each employee, harassment or malicious gossip will not be sanctioned or tolerated.

Any employee with a problem or complaint relating to alleged harassment or discrimination in the work place should immediately bring it to the attention of the Chief Executive Officer. If the matter is not resolved, the employee may file a formal written complaint with ~~to~~ the Chair of the Authority Board who will promptly initiate a confidential investigation.

All such complaints will be promptly investigated, ensuring confidentiality to the maximum possible extent. Appropriate disciplinary action, up to and including discharge, will be taken against any employee found to be violating this policy.

The Authority prohibits any form of retaliation against any employee who files a good faith complaint under this procedure or who assists in a complaint investigation. However, if after investigating any complaint of harassment or unlawful discrimination, the Authority determines that the complaint is not made in good faith or that the employee has provided false information regarding the complaint, disciplinary action may be taken up to and including discharge against the individual who filed the complaint or who gave the false information.

All employees should be aware of the following:

1. Sexual harassment is strictly prohibited. The Equal Employment Opportunity Commission defines sexual harassment as: Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct is used as a basis for employment decisions, or when such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating intimidating, hostile or offensive work environment. Employees are cautioned that remarks that they may view as humorous may, in fact, be perceived as offensive or intimidating to the recipient. Authority employees should avoid making any comments of a sexual nature to or about another employee.
2. Managerial personnel are responsible for assuring that no staff member is subject to conduct which constitutes sexual or any other forms of harassment.
3. Employees found to have engaged in sexual or any other forms of harassment shall be subject to corrective action, up to and including discharge.
4. The results of an investigation will be treated as confidential and, to the extent practicable, if not in conflict with the purposes of this policy, the Authority will protect the privacy of its employees from unnecessary disclosure of such information.
5. Employees who bring forth complaints, in good faith under this policy, will not be retaliated against.

6. All determinations herein will be made from facts on a case by case basis.

2.4 CORRECTIVE ACTION

The intent of Corrective Action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Authority's policies and procedures and/or other disciplinary problems. An employee who is unable or unwilling to improve their performance or behavior, may be subject to more disciplinary measures up to and including discharge.

The Corrective Action process involves one or more written warnings issued to employees when appropriate. These warnings will clearly identify the problem, and outline a course of corrective action and a time frame in which this corrective action must be completed. The employee should clearly understand both the corrective action and the possible consequence (such as suspension or termination) if the problem is not corrected. The employee should acknowledge receipt of the warning and include any additional comments of their own before signing it. A record of the decision and the employee's comments should be placed in the employee file in the office of the Chief Executive Officer or his/her designee. No Authority employee (except for employees on probation) shall be removed from his or her position or subject to other disciplinary penalty except for incompetence or misconduct shown after a hearing upon stated charges as provided for in Section 75 of the Civil Service law.

2.5 PERSONNEL RECORDS

Personnel records are created and maintained by the Chief Executive Officer or his/her designee. These records contain information that is relevant and necessary for the administration of the Authority's activities or required by law or regulation. These records are considered confidential and will be treated accordingly to protect employees' privacy. Managers will be given the opportunity to review past performance appraisals.

Each employee has the right to review information in his/her personnel file to insure accuracy. All requests for inspection must be submitted in writing to the Chief Executive Officer or his/her designee stating the purpose and the information that the employee would like to review. The Chief Executive Officer or his/her designee will review each request and set up an appointment to meet with the employee.

It is the employee's responsibility to inform the Chief Executive Officer or his/her designee of changes in information such as name, address, telephone number, marital status, beneficiary

designations, emergency contacts, and specific health or medical problems which affects the employee's ability to perform the duties of his/her position.

2.6 REFERENCE CHECKS

All written or telephone inquiries regarding a current or former Authority employee must be referred to the Chief Executive Officer or his designee. No Authority employee may issue a reference letter to any current or former Authority employee without permission of the Chief Executive Officer or his designee. Any letter of reference must be reviewed and approved by the Chief Executive Officer or his designee before being mailed or otherwise provided.

In response to an outside request for information regarding a current or former Authority employee, the Chief Executive Officer or his/her designee will furnish or verify only an employee's name, dates of employment and job title. No other data or information regarding any current or former Authority employee, or his or her employment with the Authority will be released unless the employee authorizes the Authority to release such information in writing, or if the Authority is required by law to furnish such information.

2.7 SMOKING

The Authority is committed to providing its employees with a smoke-free environment. Smoking is prohibited in all building areas, including private offices, conference rooms, hallways, stairways and rest rooms. Smoking is allowed outside the building in designated areas only with waste disposal in proper designated containers. It is the responsibility of the employee to abide by the non-smoking regulations at the Authority.

Non-compliance with the established smoking policies should be handled in the same manner as violations of any other Authority regulation. If the employee ignores the policy, it is appropriate to give a written warning, with a copy to the Chief Executive Officer or his/her designee, with the understanding that any subsequent violation(s) may result in termination.

Job applicants and visitors should be informed of the Authority's No-Smoking policy.

2.8 DRUG FREE WORKPLACE

Pursuant to the federal Drug-Free Workplace Act the Authority has established a drug-free awareness program.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee engaging in such prohibited activities shall be subject to

disciplinary actions, up to and including dismissal. Each employee, by accepting employment at the Authority agrees to abide by these prohibitions and agrees to notify the employer of any criminal drug statute conviction for a violation occurring no later than five days after such conviction.

2.9 REPORT WRONGDOING - PROTECTION FROM RETALIATION

All employees will be protected from retaliation for disclosing information concerning acts of wrongdoing, misconduct, malfeasance, or other inappropriate behavior (“Wrongdoing”) by an employee or Board Member of the Authority.

An employee should first report the alleged Wrongdoing to either the Chief Executive Officer or his/her designee or General Counsel, so that the situation may be remedied as appropriate.

If the matter is not resolved, the employee may file a formal written complaint with the Chair of the Albany County Airport Authority.

An employee who believes s/he is being retaliated against for reporting a Wrongdoing that s/he believes has occurred should first report the retaliation to the Chief Executive Officer or General Counsel so that the situation may be remedied as appropriate.

If the matter is not resolved through informal resolution and/or conciliation or if informal resolution and/or conciliation does not appear to be an appropriate remedy, the complainant may file a formal written complaint with the Chair of the Authority.

Retaliation against whistleblowers in any form is against state law and will not be tolerated in any aspect of Authority’s business. If you have any questions, please contact the Chief Executive Officer or his/her designee or General Counsel.

2.10 VEHICLE USE POLICY

The Albany International Airport is a 24-hours a day/7-days (24/7) a week operation. Passengers and staff are present on-site at all times. The Airport Authority owns and operates over 88 vehicles in support of its operations. This policy is intended to govern the use of these vehicles.

Chief Executive Officer Vehicle

The Chief Executive Officer is responsible for the daily operation and oversight all Airport operations at all times. He/she is on call 24/7 and is authorized, by the Authority Board, use of a vehicle to oversee all Airport operations, to respond to emergencies, to oversee extreme weather events, attend public hearings and meetings, represent the Airport at a variety of community events,

sit on boards representing the Airport and to conduct the business of the Airport 24/7.

Air Rescue Fire Fighting Vehicles

A separate policy regarding Mutual Aid has been approved regarding the off-site use of emergency vehicles.

Airport Operations and Maintenance Vehicles

It is the policy of the Airport Authority that all Airport vehicles are to remain on Airport property and not be assigned to individuals for regular use off Airport property. Vehicles authorized to leave the Airport would include fire-fighting equipment and vehicles, delivery vehicles and Million Air assigned vehicles. For the most part, for safety and for the purpose of reducing accidents and personal injuries, vehicles should remain on Airport property. The Chief Executive Officer, at his discretion, may permit the use of vehicles for off-site use if it is in the best interest of the Airport and in carrying out its official business.

Record Keeping

All Airport employees authorized to use an Airport vehicle, including the Chief Executive Officer, shall maintain logs of the trips taken off-site indicating date/time, purpose, mileage and incidental costs (fuel, tolls, etc.). At the year-end, these records shall be submitted to the Airport Authority Finance Department for an assessment as to whether the use of the vehicle constitutes supplemental income under the provisions of the IRS tax laws. If so, the Finance Department will issue proper income tax forms to the Airport employee.

2.11 COMPUTER USAGE POLICY

This Acceptable Use Policy is to outline the acceptable use of Albany County Airport Authority (ACAA) Information Technology (IT) resources. This policy has been adopted to protect both the ACAA and its employees.

The objectives are threefold:

1. To protect ACAA's networks and equipment.
2. To reduce the Unsolicited Commercial Email "Spam" that can flood ACAA's mail server.
3. To protect ACAA and its employees from activities that might expose them or the ACAA to legal action.

"ACAA's resources", as used herein, is defined as comprising all computer equipment, including peripherals, that is owned, used or leased by ACAA or its affiliates as well as ACAA's networks, infrastructure, servers and off-site services that ACAA subscribes to.

The connection of any device, regardless of ownership or purpose, to any of ACAA's resources shall constitute use of ACAA's resources.

The policy extends to the use of any ACAA email account or subscription account provided to ACAA by any third party.

While ACAA desires to provide a reasonable level of privacy, users should be aware that the data they create on these resources, or while utilizing any of these resources, remains the property of ACAA. ACAA cannot guarantee the strict confidentiality of information stored on any computer device belonging to ACAA or connected to ACAA's resources.

The ACAA provides the following guidelines for the use of ACAA IT resources:

1. Employees are prohibited from using ACAA IT resources for personal use, except in case of personal or family related emergencies.
2. For security and network maintenance purposes, authorized individuals within ACAA may monitor equipment, systems and network traffic at any time. ACAA reserves the right to audit networks and systems on a periodic basis for any purpose.
3. Passwords must remain secure and personnel are strongly discouraged from sharing accounts. Authorized users are responsible for the security of their individual passwords and accounts.
4. All PCs, laptops and public area workstations should be secured with a password protected screen saver with the automatic activation feature set at 15 minutes or less, or be logging off when the system will be unattended.
5. ACAA email accounts can be provided for business related communications. We permit employees to provide their albanairport.com email address to known friends, family and associates, if needed **for emergency communications**. The use of ACAA email addresses for all other purposes is prohibited.
6. Any equipment connected to ACAA's networks must be approved by the Communications Department. Approval will be withheld unless there is an active anti-virus and anti-spyware programs running on the equipment with current software definitions. These programs/software are available from the ACAA Communications Department.
7. Under no circumstances is an employee authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing ACAA resources.

The following activities are expressly prohibited:

1. Violations of the rights of any person or ACAA protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use or the duplication or transmission of copyrighted or otherwise protected materials. This provision applies to materials that are considered "ACAA Confidential."

2. The use of any peer-to-peer file sharing software including, but not limited to, KaZAA, Grokster or Morpheus is prohibited.
3. The use of any Internal Revenue Code (IRC) or messenger software including, but not limited to AOL or other "Messengers", IRC or "chat" clients is prohibited due to security issues that are prevalent within these programs.
4. Unless specifically business related, posting or subscribing to newsgroups, on-line discussion boards or email list groups from ACAA's facilities are prohibited.
5. Posting or subscribing to newsgroups, on-line discussion groups or email lists using an ACAA email address is prohibited, unless required for reasonable business purposes, only on an as needed basis and approved by the ACAA's Communications Department.
6. Participating in any on-line chat **unless specifically required for business purposes** is prohibited.
7. Revealing your account password to others or allowing use of your account by others is prohibited. This includes - but is not limited to - family and other household members when work is done at home or outside the office.
8. Effecting disruptions to, or interfering with, any other computer or network.
9. Intentionally sending unsolicited commercial email, spam, junk mail or any form of advertising is prohibited.
10. Using any form of network monitoring which will intercept data not specifically intended for the employee, unless this activity is a part of the employee's normal job responsibilities is prohibited.
11. Circumventing user authentication or security of any host, network or account, (also known as "hacking") is prohibited.
12. Providing information about, email or any list of ACAA's employees, customers or potential customers to any third party is prohibited.
13. Unauthorized use, or forging, of email header information is prohibited. This could cause the ACAA email system to be "blacklist."
14. Connecting to the Internet, or sending email through, an anonymous proxy server or similar conveyance designed to obfuscate or hide the user's identity is prohibited.
15. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type will be interpreted as generating "Spam" and is prohibited.
16. Installing any software that is not pre-approved by the Communications Department is prohibited.

This policy may be amended at any time, without prior notice, at the sole discretion of ACAA. Any changes will be provided to employees in writing and shall have the full force and effect as if originally incorporated herein.

Employee's breach of this policy shall be grounds for disciplinary action and may result in termination of employment.

ACAA's failure to enforce any provision or provisions shall not operate to invalidate ACAA's rights to enforce any of the provisions of this policy including subsequent changes.

Should any provision of this policy be deemed invalid, it shall not effect nor invalidate any other provision.

2.12 INTERNET AND EMAIL POLICY

Voice mail, email, and Internet usage assigned to an employee's computer or telephone extensions are solely for the purpose of conducting Albany County Airport Authority (ACAA) business. Some job responsibilities at the Authority require access to the Internet and the use of software in addition to the Microsoft Office suite of products.

Only people appropriately authorized, for Authority purposes, may use the Internet or access additional software.

Software Access Procedure

Software needed, in addition to the Microsoft Office suite of products, must be authorized by your supervisor and downloaded by the Communications Department. If you need access to software, not currently on the Authority network, talk with your supervisor who will consult with the Communications department.

Internet Usage

Internet use, on Authority time, is authorized to conduct Authority business only. Internet use brings the possibility of breaches to the security of confidential Authority information. Internet use also creates the possibility of contamination to our system via viruses or spyware. Spyware allows unauthorized people, outside the Authority, potential access to Authority passwords and other confidential information.

Removing such programs from the Authority network requires Communications staff to invest time and attention that is better devoted to progress. For this reason, and to assure the use of work time appropriately for work, staff members should limit Internet use.

Additionally, under no circumstances may Authority computers or other electronic equipment be used to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-business-related Internet sites. Doing so can lead to disciplinary action up to and including termination of employment.

Email Usage at Authority

Email is also to be used for Authority business only. Authority confidential information must not be

shared outside of the Authority, without authorization, at any time. You are also not to conduct personal business using the Authority computer or email.

Please keep this in mind, also, as you consider forwarding non-business emails to associates, family or friends. Non-business related emails waste Authority time and attention.

Viewing pornography, or sending pornographic jokes or stories via email, is considered sexual harassment and will be addressed according to our sexual harassment policy.

Emails That Discriminate

Any emails that discriminate against employees based on any legally protected classification or characteristic, including race, gender, nationality, religion, and so forth, will be dealt with according to the harassment policy.

These emails are prohibited at the Authority. Sending or forwarding non-business emails will result in disciplinary action that may lead to employment termination.

Authority Owns Employee Email

Keep in mind that the Authority owns any communication sent via email or that is stored on Authority equipment. Management and other authorized staff have the right to access any material in your email or on your computer at any time. Please do not consider your electronic communication, storage or access to be private if it is created or stored at work.

2.13 FINANCIAL DISCLOSURE STATEMENTS

The Public Authorities Accountability Act requires members, officers and employees of the Authority to file financial disclosure statements with the Albany County Board of Ethics. Accordingly, the CEO will collect a completed financial disclosure statement from each policy-making employee, and transmit all such financial disclosure statements in one group to the Albany County Board of Ethics.

2.14 WORKPLACE VIOLENCE PREVENTION POLICY AND INCIDENT REPORTING

The Albany County Airport Authority is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on the Albany County Airport Authority's property will be thoroughly

investigated and appropriate action will be taken, including summoning criminal justice authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients, following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of NYS Labor Law 27b and highlights some of the elements that are to be found within our Workplace Violence Prevention Program. The process involved in complying with this law includes a workplace evaluation that will be designed to identify the workplace violence hazards our employees could be exposed to. Other tools that will be utilized during this process include establishing a committee made up of management and Authorized Employee Representatives who will have an ongoing role of participation in the evaluation process, recommending methods to reduce or eliminate the hazards identified during the process and investigating workplace violence incidents or allegations. All employees will participate in the annual Workplace Violence Prevention Training Program.

The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. The Albany County Airport Authority has identified response personnel that include a member of management and an employee representative. If appropriate, the Albany County Airport Authority will provide counseling services or referrals for employees.

All Albany County Airport Authority personnel are responsible for notifying the Chief Executive Office or his/her designee of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

3.0 COMPENSATION AND SALARY ADMINISTRATION

3.1 PHILOSOPHY AND OBJECTIVES

The Authority's compensation program is designed to be both equitable and competitive to attract and retain qualified employees of the highest caliber and to achieve the goals of the Authority. To this end, the Authority strives to provide salaries that are competitive with comparable jobs in similar situations and fair in relation to the employee's co-workers.

To ensure that the compensation program remains fair and competitive, the Authority participates in industry and regional salary surveys. In addition, positions within the Authority are reviewed periodically to make certain that people with similar responsibilities are receiving comparable pay.

The CEO, at his/her discretion, may grant newly-hired employees advanced standing in regards to the allotment and accumulation of vacation leave (see Section 4.3) and/or sick leave (see Section

4.4). In making a determination as to whether to grant such advanced standing, the CEO will consider the standing of current employees with commensurate experience, and the experience level of the newly-hired employee.

3.2 JOB CLASSIFICATION

To comply with the Fair Labor Standards Act and other Federal employment guidelines, the Authority classifies positions into two categories - Exempt and Non-Exempt. Job analysis determines whether or not a position is exempt. Job titles are not a controlling factor and employees who qualify for exempt status may have a variety of functions and titles. A brief summary of the definitions of exempt and nonexempt classifications follows:

Exempt Status -- Employees who work in salaried executive, managerial, administrative, supervisory and professional positions. According to government definitions, exempt employees are legally defined as follows:

Executives/Managers

- * Principal duty is managing Authority.
- * Has authority to select, train, plan, assign work, assess, discipline and handle grievances.
- * Exercises discretion regularly.
- * As a rule of thumb, an employee who spends at least 50 percent of time devoted to managing nonexempt employees and key policy development is likely be considered an “Executive” employee (although the percentage of time spent on such duties is a helpful guide, it is not the only factor considered.)

Administrative Employees

- * Performs office work directly related to management policies.
- * Work requires exercise of discretion and independent judgment.
- * Works under only general supervision. Regularly assists an executive as administrative employee.
- * As a general rule, an employee who spends at least 80 percent of time devoted to administrative work is likely to qualify as an “Administrative” employee (although the percentage of time spent on such duties is a helpful guide, it is not the only factor considered.)

Professional

- * Primary duty is performing work that requires advanced or specialized knowledge.
- * Work requires consistent exercise of discretion and judgment.
- * Work is intellectual and varied. Output cannot be measured on an hourly basis.
- * As a general rule, an employee who spends at least 80 percent of time devoted to professional or technical work is likely to qualify as a “Professional” employee (although the percentage of time spent on such duties is a helpful guide, it is not the only factor considered.)

Non-Exempt -- Employees paid on a salary or hourly basis and work in technical, secretarial, clerical and maintenance positions. Employees in these positions are eligible for overtime. See overtime policy Section 3.8.

3.3 EMPLOYEE CLASSIFICATION

Employees are classified according to their normally scheduled work hours as follows:

1. Regular Full-Time Employee -- a salary employee who is normally scheduled to work at least 40 hours per week.
2. Regular Part-Time Employee a salary employee hired on or after January 1, 2017 who is normally scheduled to work less than 40 hours per week, but at least 30 hours per week. Any salary employee hired prior to January 1, 2017 who is normally scheduled to work less than 40 hours per week but at least 21 hours per week shall also be considered a Regular Part-Time Employee.
3. Hourly Part-Time Employee -- an hourly employee who is normally scheduled to work less than 30 hours per week. Any hourly employee hired prior to January 1, 2017 who is normally scheduled to work less than 21 hours per week shall also be considered an Hourly Part-Time Employee.
4. Temporary Employee -- an employee hired temporarily for a specific period, not to exceed one year, to complete a specific project(s).
5. Intern -- a high school, college or university student hired for a specific period, not to exceed one year, to complete a specific project(s) related to his or her field of interest or major.

Hourly Part-Time Employees, Temporary Employees and Interns are not eligible for health benefits, life insurance, or other benefits outlined in this handbook. Participation in the NYS-Employee Retirement System is optional at the employee's discretion for Hourly Part-Time Employees, Temporary Employees and Interns.

3.4 SALARY ADMINISTRATION

All eligible employees will be reviewed for salary step adjustments, to be effective January 1, during the thirty days immediately preceding the end of the calendar year. See Appendix C for the Authority's Policy for Performance Evaluation. The Authority may implement a cost of living adjustment to the salary schedule to be effective January 1 of each year. From time to time, the Chair of the Authority together with the Chair of the Personnel Committee may authorize merit raises as recommended by the Chief Executive Officer.

3.5 WORK WEEK

The basic work week for Authority employees is 40 hours per week.

3.6 HOURS OF WORK

The Authority's normal business hours are from 8:30 a.m. to 4:30 p.m. Monday through Friday except holidays. Employees are entitled to one-half hour break for lunch. Due to the nature of work or the requirements of the Authority, individuals may be required to work either earlier or later than the standard hours.

3.7 FLEXTIME

With the written approval of the Chief Executive Officer, a Regular Full-Time Employee may work adjusted hours of flextime as long as it remains congruent with the Authority's business needs. Regular Full-Time Employees on a flexible work schedule must work a minimum of 40 hours per week.

3.8 OVERTIME

Exempt employees are not eligible to receive overtime pay, premium pay or compensatory time (see Section 3.2 for definition of exempt/nonexempt). Non-exempt employees are eligible for compensatory time or additional pay for all hours worked based on the following policy:

1. Compensatory Time

- * A non-exempt Regular Full-Time Employee working overtime will have the option to use their compensatory time within the current payroll time period. Any compensatory time not used within the current payroll time period will be paid based on when earned as described below.

2. Normal Work Week

- * An overtime rate of 1-1/2 times the regular compensation rate is paid for hours worked over 40 hours per week (see exception under Absence from Work below).

3. Weekends

- * A premium rate of 1-1/2 times the regular compensation rate is paid after 40 hours for work performed Saturday or Sunday. Example: 40 hours worked Monday through Friday, 7 hours worked Saturday. Regular rate is \$10.00/hour. Pay for Saturday will be \$15.00/hour. (See exception under Absence from Work below).

4. Holidays

- * A premium rate of 2 times the regular compensation rate is paid for work performed on a paid holiday. The employee is paid for the holiday plus one times his/her rate for the hours worked. Example: Regular rate is \$10.00/hour. Employee works on Labor Day. Rate for hours worked on Labor Day is \$20.00/hour.

5. Absence from Work

- * Time taken for sick, bereavement, compensatory time or personal days is not counted as time worked in calculating overtime and weekend premium pay at 1-1/2 times the regular compensation rate. Example: 28 hours worked Monday through Thursday, paid sick day taken Friday (8 hours). Employee works 10 hours Saturday. Regular rate is \$10.00/hour. Rate for 8 hours worked Saturday is \$10.00/hour, rate for the remaining 2 hours worked Saturday is \$15.00/hour.
- * Time taken for vacation, holidays, jury duty or due to the Authority closing because of inclement weather is counted in calculating overtime and premium pay.

Request for overtime must be approved by the Chief Executive Officer or his designee **before** the work is performed. In addition, the time worked each day for the full week in which the overtime is requested must be indicated.

3.9 SALARY PAYMENT

Full-time employees shall be paid their regular salary semi-monthly on the 14th and the 28th. If payday is on a Saturday or a Holiday, employees will be paid the day before. If payday is on a Sunday, employees will be paid the day after. Pay checks will only be released directly to the employee unless the employee gives written permission designating someone else to pick up their

check. Anyone else picking up a check will be expected to provide identification.

All Hourly Part-Time, Temporary and Intern Employees paid based on hours worked, overtime and unused compensatory time will be paid one-time period lagging the time worked.

3.10 DIRECT DEPOSIT

The Authority encourages direct deposit of employee's paychecks into the bank of their choice to avoid being lost or stolen. Paychecks can be deposited into checking accounts, savings accounts, or both.

4.0 ATTENDANCE/ABSENCE

4.1 ATTENDANCE AND PUNCTUALITY

Attendance at work is a major responsibility of each employee. Absence from work causes delays, requires temporary assignments of other people and generally disrupts operations. Employees should make every effort to be at work and on time when scheduled.

All employees shall be required to punch in and out using the Nova Biometric Time System which will generate an Employee time Report. Employees are required to electronically submit their time reports to their supervisor for approval on a semi-monthly basis. The Employee Time Report includes hours worked and leave taken on a daily basis.

All employees are required to complete an electronic Leave Request and electronically submit to their supervisor to request approval to leave work.

The Chief Executive Officer shall also maintain a current record of leave on file and electronically complete an Employee Time Report semi-monthly.

If an employee is going to be absent from work, the employee should notify the supervisor prior to the start of the employee's shift, but in no event, at least within the first one-half hour of the start of the employee's shift. If an employee is unable to report to work on time, the employee must notify the immediate supervisor prior to, or within one-half hour of the start of the employee's shift. If the supervisor is not available, the employee should ask for the supervisor's supervisor.

An employee's absence from work shall be considered an unauthorized absence when: (a) the absence was not properly approved by the employee's supervisor, or (b) in the case of an absence necessitated by illness, the employee fails to provide notice to his or her supervisor as soon as practicable. Unauthorized absence constitutes misconduct and depending upon the circumstances,

may result in performance counseling or disciplinary action.

Absence from work without approval (unauthorized absence for periods in excess of seven (7) consecutive calendar days) will be considered a voluntary resignation abandonment. An employee requesting reinstatement after abandonment of employment must show that he or she was incapable of providing proper notice to the Authority of the need to be absent. This provision shall not limit the Authority's ability to remove employees on basis of misconduct for periods of unauthorized absence of any duration.

Frequent absenteeism and tardiness is unacceptable. To resolve this problem, an employee will first be made aware that their absenteeism and/or tardiness has become a problem. Should the problem persist, corrective action will be taken. If unsuccessful, ACAA may initiate disciplinary action that may lead to termination.

4.2 HOLIDAYS

The Authority provides paid time off for ten scheduled holidays. Regular Full-Time Employees are also provided with two discretionary holidays to cover occasions of significance to the individual employee.

The following are the days observed by the Authority:

New Year Day	Martin Luther King Day	Presidents Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veterans Day	Thanksgiving
<u>Day After Thanksgiving</u>	Christmas Day	
Discretionary Days - 2<u>1</u> Days		

Discretionary days must be taken during the calendar year and ~~are~~is not eligible for payment at termination or separation from the Authority.

Regular Full-Time Employees hired after January 1 each year are allocated ~~discretionary days~~discretionary day as follows:

January 1 to March 31	2 <u>1</u> Days
April 1 to September 30	1 <u>1/2</u> Day

~~December 2016~~April 2019

Regular Part-Time and Hourly Employees, Temporary Employees, Interns, and employees on disability or on leave of absence are not eligible for discretionary holidays.

4.3 VACATION LEAVE

Regular Full-Time and Regular Part-Time Employees are eligible for vacation benefits on an accrual basis. While an employee earns vacation credit from the date of hire, he or she must complete three months of service before becoming eligible to take vacation. Hourly Part-Time, Temporary and Interns are not eligible for vacation benefits. The Authority will recognize and credit full time employees with vacation and sick time accrual rates and time accrued from other New York State municipal, state, or public governmental entities, provided such service ended no greater than one year prior to commencement of service to the Authority.

All vacation should be scheduled in advance with the employee's supervisor, requested in writing and is subject to the supervisor's approval. Taking vacation in more than two-week segments is not encouraged because of the added burden it places on colleagues.

To provide proper coverage during the summer vacation period, employees should submit their vacation request before May 1. In case of a conflict, priority will be given to the employee who has more senior-level responsibilities subject to the operational needs of the Authority.

The vacation year is January 1 to December 31. All employees are encouraged to take their earned vacation by December 31 each year. If Authority business conditions restrict the use of full vacation time, vacation days up to a maximum of 300 hours, or 37.5 days, may be carried over until the next year.

Unused vacation for Regular Full-Time Employees up to the maximum of 37.5 days or 300 hours shall be liquidated in cash at the time of separation, retirement or death. Unused vacation for Regular Part-Time Employees up to a maximum of 18.75 days or 150 hours shall be liquidated at the time of separation, retirement or death.

The Authority credits Regular Full-Time Employees vacation leave each pay period according to the following schedule:

First Year - Employees are credited each pay period worked with three and one-third hours of vacation during the first year of employment up to a maximum of 10 days.

Second through the Ninth Year - Employees are credited each pay period worked with five hours of vacation up to a maximum of 15 days for each year.

Tenth through Nineteenth Year - Employees are credited each pay period worked with six and three-quarters hour of vacation up to a maximum of 20 days for each year.

Twenty or More Years - Employees are credited each pay period worked with eight and one-third hours of vacation up to a maximum of 25 days for each year.

The Authority credits Regular Part-Time Employees working less than full-time vacation leave monthly in proportion to the total hours worked. Example: An employee working 4 days per week in their first year of service earns 80% of the total days allocated, or 8 vacation days.

Employees on leave of absence do not accrue vacation during their leave time.

4.4 SICK LEAVE

The Authority provides paid Sick Leave for days when a Regular Full-Time or Regular Part-Time Employee must be absent for personal illness, injury or disability. Sick leave shall also be used to cover absences from work necessitated by the need to provide care to a member of an employee's immediate family (defined as an employee's legal relationship of spouse, parents, guardians, children, step-children, and foster children) who suffers from an illness when approval is granted by a supervisor. Sick leave shall be used to cover absences necessitated by schedule visits to licensed care providers (e.g. doctors, physical therapists, dentists, optometrists, etc.). Employees who are ill are required to notify their supervisor within one hour of the normal starting time of the day of illness. If the supervisor is unavailable, the employee should report to the supervisor's supervisor, not to a fellow employee.

In addition, sick leave is available for use for sickness in the employee's immediate family when approval is granted by the supervisor. The employee shall request approval as far in advance as possible but at least two days before the desired leave except in an emergency.

Regular Full-Time Employees earn sick leave credit monthly on a basis up to a maximum of 13 sick days per year, or 4.33 hours per time period. Regular Part-Time Employees working less than full-time are credited sick leave in proportion to the total hours worked. Regular Full-Time Employees may accumulate sick leave credits up to a maximum of 165 days, or 1320 hours. Regular Part-Time employees may accumulate sick leave credits up to a maximum of 82.5 days or 660 hours.

Sick leave is not an entitlement or allotment plan. Unused sick leave shall **not** be liquidated in cash at any time, including separation, retirement, or death. An employee may use accrued vacation or personnel leave days if his/her sick time exceeds the number of allowable sick leave days with written approval from the Chief Executive Officer.

Employees who are members of the NYS Employees' Retirement System (See Section 5.5) are allowed additional service credit for unused accumulated sick leave. The maximum additional service credit currently allowed is 165 days, as contained in NYS Employees' Retirement System. The additional service credit is applied on a working day basis as stipulated by the NYS Employees' Retirement System.

Before absence of three days or more are charged against sick leave credits, the Authority may require satisfactory proof of illness or may require the employee to be examined, at the Authority's expense, by a physician designated by the Authority. The Authority considers a medical certificate from a licensed physician as sufficient proof in the ordinary course of events.

In the event of failure to submit proof of illness upon request, or in the event that the proof as submitted, or the report of the medical examination is deemed unsatisfactory evidence of illness sufficient to justify the employee's absence from work, such absence may be considered as unauthorized leave. Unauthorized leave shall not be charged against accumulated sick leave credits and shall be unpaid. Abuse of sick leave shall be cause for disciplinary action. Repeated violations of sick leave privileges is grounds for termination.

Extended Sick Leave

The Chief Executive Officer, at his/her discretion, may advance sick leave credits to an employee absent due to personal illness who has exhausted his/her accumulated sick leave, vacation, and personal leave credits. The outstanding un-repaid sick leave advanced to an employee under the provisions of this section shall not at any time exceed a total of thirteen (13) days. Upon separation of the employee's service from the Authority, any such advance of sick leave remaining un-repaid, shall be deducted from wages due the employee.

The Chief Executive Officer, at his/her discretion, may grant sick leave at half pay for personal illness to a regular employee having not less than one (1) year of continuous service after all sick leave, vacation and personal leave have been exhausted; provided, that the cumulative total of all sick leave hereby granted to any employee during Authority service shall not exceed twenty (20) work days for each year of continuous service. In addition, the Chief Executive Officer in his/her discretion may extend to a full time employee who has exhausted all sick leave, vacation and personal leave credits, six (6) weeks of additional sick leave at half pay.

4.5 PERSONAL LEAVE

Regular Full-Time and Regular Part-Time Employees are permitted reasonable time off for commitments which can not be met before or after normal business hours, including religious observance. The Authority credits Regular Part-Time Employees working less than full-time personal leave in proportion to the total hours worked.

For such purposes, employee's personal leave shall not exceed 5 days during a calendar year. Personal leave shall be charged in no less than one hour increments and should be requested at least three working days in advance, except in the case of emergency.

Those employees hired after January 1 shall be eligible for personal leave on a pro-rated basis as follows:

January 1 to March 15	5 days
March 15 to May 31	4 days
June 1 to August 15	3 days
August 16 to October 31	2 days
November 1 to November 30	1 day
December 1 to December 31	0 Days

Personal leave is not an entitlement or allotment plan. Therefore, there is no compensation for, or carry-over of unused personal time from one year to the next. Unused personal leave is not paid at the time of termination or separation of employment from the Authority.

4.6 JURY DUTY

The Authority provides Regular Full-Time and Part-Time salaried employees paid time off to enable employees to fulfill their citizenship responsibilities when called for jury duty, or when summoned as a court witness. Jury duty benefits are not provided when an employee is the plaintiff or defendant in a legal proceeding. Employees are expected to return to work whenever the jury duty does not last all day and the employee is within reasonable distance from the office.

Receipt of a notice for jury duty or a summons to appear as a court witness must be reported immediately to the employee's supervisor and the Chief Executive Officer or his/her designee.

All employees who are called to serve as jurors or as court witnesses will receive their regular pay while on jury duty. Any payment received for being a juror or court witness, except travel expense reimbursements, shall be turned in to the Accounting Department.

4.7 BEREAVEMENT

The Authority provides paid time off to allow employees time to handle personal matters due to a death in the family. Regular Full-Time and Regular Part-Time employees are eligible for Bereavement benefits. It is anticipated the leave will normally be taken during the three days immediately following the death according to the following guidelines.

In the event of the death of an employee's parent, step-parent, guardian, spouse, child, step-child, legal ward, domestic partner or sibling, the employee will receive normal wages for a period not exceeding three days.

If any relative outside the employee's family as defined above passes away, one day of paid absence will be paid.

Bereavement leave shall not be cumulative nor liquidated by cash for unused leave at the time of separation, retirement or death.

4.8 MILITARY SERVICE

Regular Full-Time and Regular Part-Time Employees who are members of a national or state military unit can take thirty (30) business days at full pay each calendar year to fulfill their active training duty requirements. An additional five business days may be taken as vacation time or without pay, whichever the employee prefers. Additional unpaid time, up to a period of six months, may be taken for a limited emergency active duty, or regular active service in connection with a Military Duty Crises.

4.9 WORKERS COMPENSATION

The Authority will provide benefits as provided in the Worker's Compensation Law.

4.10 LEAVE OF ABSENCE WITHOUT PAY

In the discretion of the Authority, employees may be granted a leave of absence without pay for a period not exceeding one (1) year, with the consent of the Chief Executive Officer. Employees who are granted leave without pay will not accumulate any sick or vacation credits while on leave. Employees may continue participation in the Authority's benefit programs to the extent permitted by the plans by paying the costs of the plans on a monthly basis. Leaves of absences may be extended beyond one year with the approval of the Authority Board.

4.11 FAMILY MEDICAL LEAVE ACT ("FMLA")

The purpose of this provision is to outline the conditions and procedures under which an employee may be eligible for time off as required by the federally enacted Family and Medical Leave Act ("FMLA"). The Authority reserves the right to modify this policy as necessitated by law.

- A. An "FMLA leave of absence" shall be defined as an approved absence available to an eligible employee for up to twelve (12) weeks* of leave in a rolling 12-month period under particular qualifying circumstances. Leave may be taken:

1. Upon the birth of the employee's child**;
2. Upon placement of a child with the employee for adoption or foster care**;
3. When the employee is needed to care for a child, spouse or parent who has a serious health condition;
4. When the employee is unable to perform the essential functions of his/her position because of his/her own serious health condition;
5. When the employee is needed due to a qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or called to active duty status; or
6. When the employee is needed to care for a covered service member with a serious injury or illness.*

* NOTE: that an employee is entitled to twenty-six (26) weeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness.

** NOTE: That an employee's entitlement for leave for the birth, adoption or placement for foster care of a child expires at the end of the twelve (12) month period beginning on the date of birth or placement unless the Authority agrees to permit a longer time. Spouses who are both employed by the Authority are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or placement for foster care.

B. Definitions

"A serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

1. Any period of incapacity or treatment in connection with, or following inpatient care in a hospital, hospice or residential medical care facility; or,
2. Any period of incapacity that requires absence from regular daily activities of more than three (3) days and that involves continuing treatment by (or under supervision of) a health care provider.

"A covered servicemember" will be defined as the employee's spouse, son, daughter, parent, or next of kin who is either:

- (a) A current member of the armed forces (including a member of the National Guard or Reserves), who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or
- (b) A veteran who was a member of the armed forces (including National Guard or Reserves), was discharged or released under conditions other than dishonorable, and was discharged within 5 years of the date the employee takes FMLA leave to care for

him/her, and is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

“A qualifying exigency” will be defined as any activities that involve (but may not be limited to) the following:

1. Short-notice deployment;
2. Military events and related activities;
3. Child care and school activities;
4. Certain activities related to the care of the service member’s parent;
5. Financial and legal arrangement;
6. Counseling;
7. Rest and recuperation;
8. Post-deployment activities; and/or
9. Any additional activities agreed to by the employee and Employer.

“Leave” time may be paid or unpaid, see discussion below.

C. Eligibility

To be eligible for leave under this policy, an employee must have been employed for at least 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

D. Certification/Documentation

Where applicable, the Authority may require medical certification to support a claim for leave requested for an employee’s serious health condition, the serious health condition of a child, spouse or parent, leave due to a qualifying exigency, or leave due to the serious injury or illness of a covered service member. If necessary, the Authority may require periodic recertification under certain circumstances. The Authority can provide employees with the requisite certification forms.

E. Intermittent Leave

If necessary for a serious health condition of the employee, his/her spouse, child or parent, due to a qualifying exigency, or to care for a seriously injured or ill service member, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth, adoption or placement, unless otherwise agreed to between the parties.

F. Notice and Reporting Requirements

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations. In cases of illness, an employee may be required to periodically report on his/her leave status and intention to return to work.

The term “reasonable prior notice” shall mean not less than 30-day notice, or as soon as practicable.

G. Benefit Entitlement While on FMLA Leave

Employees on authorized FMLA leave will continue to be covered for those medical, dental and other health insurance benefits on the same terms as if he/she had continued to work. The employee must continue to make any regularly required contributions to the cost of health insurance premiums.

In the event that the employee fails to return to work following the FMLA leave, the Authority may be permitted to recover from the employee the employer’s share of the premium payment which was made during the leave.

H. Procedures

An employee seeking FMLA should make that request to the CEO or his/her designee.

4.12 LEAVE REQUIRED BY LAW

The Authority shall grant any leave of absence required by law and will continue payment of salary and benefits if the law so provides.

4.13 SPECIAL LEAVE FOR EXTRAORDINARY CIRCUMSTANCES

Directed Early Dismissal: Employees who have reported for duty and because of extraordinary circumstances beyond their control are directed to leave work, shall be granted paid leave to cover such directed absence.

Non-Directed Early Dismissal for Inclement Weather: It is recognized that certain employees may have special concerns during periods of inclement weather. Such special concerns may include the closure of their children's schools and special circumstances related to their personal commute to and from work. In such circumstances, early dismissal may be authorized by the Chief Executive Officer or Chief Financial Officer on a case by case basis and when granting such requests this will not necessitate the suspension of services. Employees taking advantage of such non-directed early dismissal must cover their absence with appropriate paid leave credits. Sick leave shall not be deemed a leave appropriate for such circumstances.

Non-Directed Tardiness and Absence due to Inclement Weather: It is recognized that certain employees may have special concerns during periods of inclement weather. Such concerns may include the closure of their children's schools and special circumstances related to their personal commute to and from work. Employees who will be late or absent due to such circumstances must contact their supervisor as soon as possible. The Chief Executive Officer or Chief Financial Officer may on a case by case basis excuse such tardiness or absence provided that granting such requests will not necessitate the suspension of services. Employees whose non-directed tardiness or absence

is so excused shall cover their absence with appropriate paid leave credits. Sick leave shall not be deemed a leave appropriate for such circumstances.

5.0 BENEFITS

The Authority recognizes that its most important asset is its employees. To reward their contributions, the Authority provides a comprehensive benefit package for all Regular Full-Time and Part-Time Employees.

The following provides a broad overview of the various employee benefits available. Further details are available by obtaining detail descriptions of the plans from the Chief Executive Officer or his/her designee.

The Authority reserves the right to discontinue the benefits plans at any time, in whole or in part, or to modify, amend or otherwise change their terms, including increasing the amount of contribution for an employee, retiree or their dependents. Whenever a benefit is supplied through a written document or contract with any outside party, their official text becomes the controlling documents.

5.1 CAFETERIA BENEFIT PLAN FLEXIBLE SPENDING ACCOUNTS (FSA)

The Authority offers a Flexible Spending Account for Health Care and Dependent Care expenses through ADP. A Health Care Flexible Spending Account (FSA) is designed to reimburse for out-of-pocket health care expenses incurred by you or your eligible dependents that are not reimbursable through any other benefit. Examples of eligible expenses are deductibles, copays, prescription eyeglasses, vision exams, dental expenses and many others. A Dependent Care Flexible Spending Account (FSA) is designed to reimburse for expenses incurred to care for your eligible dependents. Examples of eligible expenses are daycare, after school care and elder care. Details concerning the plan are available in the Chief Executive Officer's office or his/her designee's office.

5.2 HEALTH INSURANCE

The Authority has selected Capital District Physicians' Health Plan (CDPHP) or the NYS Empire Plan to provide a wide range of health care services, including a prescription drug program, to Authority employees. All Regular Full-Time or Regular Part-Time employees are eligible to enroll when they are newly hired or during designated open enrollment periods. The plan provides coverage for the employee and their eligible dependents. Details concerning the plan are available in the Chief Executive Officer or his/her designee. Eligible employees may select an alternative health insurance program so long as the costs are equal to or lower than CDPHP or the NYS Empire Plan, or pays the difference if the price is higher. Effective in January 1998, the Authority will provide a vision/eye care plan to full time employees.

Domestic Partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependence shall be eligible for health care coverage.

The Authority will compensate an employee to opt-out of the health plan with the exception of those with NYSHIP coverage as the alternative insurance. The employee must show evidence that he or she is covered under a qualified health insurance plan. The Chief Executive Officer shall determine, on an annual basis, the amount of compensation to be offered as an incentive for employees who choose to opt-out of the health plan. The incentive shall not exceed 25% of the estimated premium of insurance cost.

Authority employees hired after July 1, 2005, shall be required to pay 10% of their health insurance coverage. Upon retirement, any sick leave credits may be applied to insurance premiums during retirement, as similarly administered by the New York State and Local Retirement System.

5.3 DENTAL INSURANCE

As part of the health insurance program, the Authority also provides to eligible full-time or part-time employees dental coverage through the ~~Blue Shield of Northeastern NY~~ Guardian. Details concerning the plan are available in the Chief Executive Officer or his/her designee. Eligible employees may select an alternative health insurance program so long as the costs is equal to or lower than ~~Blue Shield of Northeastern NY~~ Guardian, or pays the difference if the price is higher.

5.4 AFLAC PERSONAL CANCER INDEMNITY PLAN/AFLAC ACCIDENT INDEMNITY PLAN

The Authority offers single coverage in the AFLAC Personal Cancer Indemnity Plan to Regular Full-Time and Regular Part-Time Employees at no expense. If an employee wishes to opt for family coverage, the employee will be responsible for the difference in cost for family coverage. Payment for the coverage will be automatically deducted via payroll deduction.

Participation in the AFLAC Accident Indemnity Plan is offered to Regular Full and Part-Time Employees at the Employee's expense.

5.5 EMPLOYEE RETIREMENT PLAN

The Authority is a participating employer in the New York State and Local Employee's Retirement System. The Authority also offers the Optional Retirement Programs established under the NYS

Retirement and Social Security Law and NYS Education Law to eligible employees.

Except for persons receiving a retirement allowance from a public retirement system administered by the State of New York or a political subdivision, each new employee is provided the opportunity to join the Retirement System at the time of his or her initial employment. The employee must at the time of employment give written notice of their option of joining the System.

The NYS Retirement and Social Security Law (and the NYS Education Law, where applicable) has established different membership criteria and benefits for various tiers.

The Chief Executive Officer or his/her designee will provide each employee a Retirement System booklet describing the benefits available for the Tier in which they participate, or any Optional Retirement System benefits for which they may be eligible.

5.6 DEFERRED COMPENSATION PROGRAM

The New York State Deferred Compensation Plan is a voluntary retirement savings program, created by federal and state law, that permits government employees to defer compensation after any required salary deductions (such as retirement system contributions, social security and Medicare taxes, health plan premiums, etc.), The amount saved is not subject to current federal or New York State income taxes and earnings accumulate tax-deferred until the amounts are distributed, generally during retirement. The Plan's mission is to help State and local public employees achieve their retirement savings goals by providing high quality, cost effective investment products, investment education programs and related services. The Plan is overseen by the New York State Deferred Compensation Board and managed by professional staff. The New York State Deferred Compensation Plan is a State-sponsored employee benefit for State employees and employees of participating employers.

5.7 UNEMPLOYMENT INSURANCE

The Authority provides unemployment compensation as provided by Federal and State law. In the event an employee voluntarily resigns or is terminated for good cause, the Authority shall contest any unwarranted claim for unemployment insurance.

5.8 CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 AMERICAN RECOVER AND REINVESTMENT ACT OF 2009 (ARRA)

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), all employees and their qualified beneficiaries covered by a group health plan have the right to elect to continue their group coverage if such coverage ceases due to a qualifying event such as death of employee, termination of employment (other than for gross misconduct), reduction of hours, divorce or legal

separation, entitlement to Medicare or loss of dependent status. Coverage may be continued for a minimum of 18 months in the event of termination of employment or 36 months for other qualifying events. COBRA coverage may be extended for an additional 11 months if the employee or any covered dependent are disabled at the time of termination. The total cost of continuing coverage is assumed by the employee. Additional information on COBRA is available through the Chief Executive Officer or his/her designee.

5.9 PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)

As required by the Patient Protection and Affordable Care Act (PPACA), effective January 1, 2011, the eligibility rules for covering dependents was changed to allow an enrollee's child to continue coverage as an eligible dependent up to age 26.

An employee's natural, legally adopted, step and/or domestic partner child is eligible for this coverage regardless of financial dependency, residency, student status, employment and/or marital status. The extension of coverage to age 26 applies also to "other" eligible dependent children upon submission of an approved Statement of Dependence and supporting documentation.

5.10 CONTINUING EDUCATION

The Authority has established an education assistance program for full time regular employees. Written approval to participate in this program must be obtained by the employee from the Chief Executive Officer. Only one class per semester per employee is reimbursable. The initial tuition cost will be shared equally by the Authority and the employee. Employees may appeal to the Chief Executive Officer for total payment of initial tuition when a hardship grievance exists. Upon successful completion, the Authority agrees to reimburse the employee that portion of the tuition cost not initially paid by the Authority.

5.11 PROFESSIONAL REGISTRATION/LICENSING/TRADE ASSOCIATION MEMBERSHIPS & CONTINUING EDUCATION REIMBURSEMENT POLICY

The professional staff within the Authority utilize their professional credentials to advance and benefit the Authority. In addition, belonging to and participating in trade associates and remaining current through taking professional development courses also keep the professional staff knowledgeable in their profession. The Authority staff is small in number and continuing education and association with other professionals is encouraged. On this basis, the Authority shall reimburse those professionals who hold professional registrations/licenses to stay current. Professional membership dues, trade membership dues and continuing education course fees are to be reimbursed, all with the approval of the Chief Executive Officer.

6.0 TRAVEL AND EXPENSE REIMBURSEMENTS

6.1 AUTHORIZATION

The Authority will reimburse employees for all necessary and reasonable expenses incurred while traveling on Authority business, subject to prior authorization by the Chief Executive Officer and audit by the Accounting Department. An Authority's Expense Reimbursement Form should be completed for each trip. Receipts are required for all expenses.

6.2 AIR TRAVEL

When traveling on Authority business, employees must fly coach. Generally, business and first class accommodations will not be reimbursed. If the employee wishes to travel first or business class, he or she will be required to pay the difference based on the lowest applicable air fare secured by the Authority. Under emergency situations an upgrade ticket may be permissible. However, the reason should be stated on the expense report and is subject to Chief Executive Officer approval.

Connections or flights that make intermediate stops should be used if they result in a lower fare, provided travel time is not increased significantly. Employee membership in airline clubs will not be reimbursed.

6.3 CAR RENTAL

Employees should make every effort to obtain a low or moderately priced car. Employees should arrange for car rentals through agencies that offer government discount rates. When renting a car, employees must waive collision damage insurance. Employees are covered for collision through the Authority's insurance policy.

6.4 TAXI, LIMOUSINE, CAR SERVICE

All necessary and reasonable expenses for ground transportation will be reimbursed. Employees should obtain receipts from drivers to facilitate documentation of expenses.

6.5 USE OF PERSONAL CAR

Employees who use their personal car when authorized to travel on Authority business will be reimbursed at the current Internal Revenue Service approved mileage rate plus parking and tolls.

6.6 OTHER TRAVEL METHODS

Bus, subway and train fare will be reimbursed when used for business travel. Whenever possible, employees should secure receipts.

6.7 MEALS

Dinner and breakfast taken while traveling a full day or overnight on Authority business will be reimbursed for actual receipted expenses or at the un-receipted rate established by U.S. General Services Administration. Care must be taken to keep meal costs reasonable and receipts are required for actual expenses submitted for reimbursement.

6.8 LODGING

When traveling on Authority business, overnight hotel accommodations will be reimbursed at the government rate for a regular room in a medium priced hotel. Luxury hotels or suites will not be reimbursed unless approved by the Chief Executive Officer. Membership in hotel clubs will not be reimbursed.

An employee attending a conference as an Authority representative is permitted to stay in accommodations designated by the sponsor at the conference rates if reasonably priced. Request to stay in such accommodations should be included in the request for travel approval to the Chief Executive Officer.

6.9 REIMBURSEMENT

To obtain reimbursement for travel expenses, employees must submit completed expense reimbursement reports to the Accounting Department. A completed expense report should be submitted for each trip. Attached should be the Chief Executive Officer's travel approval, and all original receipts or other documentation to support expenses.

According to IRS regulations, employee expense reports should be submitted within 30 days.

The employee is responsible for the additional cost when he/she upgrades air fare, hotel or car rental reservations. The amount to be reimbursed may be adjusted accordingly.

7.0 TERMINATION

7.1 INVOLUNTARY TERMINATION

The Authority may terminate an employee subject to the employee's rights under the civil service law. No representative of the Authority has the authority to make any written or oral agreement contrary to the above. Any contractual arrangement with an employee must be approved by the Authority's Board.

The procedures set forth in Section 2.4 regarding Corrective Action are to be followed to include sufficient discussion identifying the performance problem and a written warning where appropriate.

All employees with less than one year of full-time service are considered to be on probation, as provided in the civil service law, and can be terminated at any time without cause or any Corrective Action being taken.

7.2 VOLUNTARY TERMINATION

An employee who plans to resign from the Authority is expected to notify his or her supervisor, in writing, at least two weeks prior to leaving. The supervisor should send a copy to the Chief Financial Officer and the Chief Executive Officer or his/her designee immediately.

7.3 SALARY AND BENEFIT PAYMENTS

An employee who terminates voluntarily or involuntarily will be paid through the last day of employment. Non-exempt employees who have earned overtime pay but have not received it, will be paid based on the overtime policy. Employees will be paid for any unused vacation time earned. All employee benefits terminate as of the date of termination subject to Section 7.7 herein. The extension of health benefits will be offered in compliance with COBRA regulations.

7.4 SEVERANCE PAY

No employee is eligible for severance pay unless specifically approved by the Authority.

7.5 EXIT INTERVIEW

The Chief Executive Officer or his/her designee is responsible for scheduling an exit interview with a terminating employee on the last day of employment and for arranging the return of Authority property including:

- * Identification Security Card.
- * Office, file and computer keys.
- * Authority manuals or other files.
- * Any additional Authority owned or issued property.
- * Written report on status of all work-in-process.

The employee's final pay check may be picked up on or after their regular scheduled payday. All Authority property listed above must be returned by that time.

7.6 RETIREMENT

The decision to retire from employment with the Authority should be communicated in writing to the Chief Executive Officer or his/her designee six months prior to the effective date.

All employees are encouraged to contact the State Retirement System and their local Social Security office for information on benefits six months prior to their planned retirement date.

7.7 HEALTH INSURANCE BENEFITS FOR RETIREES

Effective January 1, 2017, all any Regular Full-Time and Regular Part-Time Employee hired on or after that date with fifteen (15) or more years of service with the Authority (including any years with the State of New York or Albany County immediately preceding becoming an Authority employee provided they have at least ten years equivalent service with the Authority) who retires from the Authority and is collecting retirement benefits through the New York State and Local Employees' Retirement System or is eligible to receive benefits under the Voluntary Deferred Contribution Plan (VDC Plan), shall receive health insurance benefits from the Authority as a retired employee, and such health insurance coverage shall be maintained until the employee's death, as further set forth in this section. Note that any Regular Full-Time or Regular Part-Time Employee hired prior to January 1, 2017 with ten (10) or more years of service with the Authority (including any years with the State of New York or Albany County immediately preceding becoming an Authority employee) who retires from the Authority and is collecting retirement benefits through the New York State and Local Employees' Retirement System shall receive health insurance benefits from the Authority as a retired employee, and such health insurance coverage shall continue until the employee's death, as further set forth in this section.

The following Other Post-Employment Benefit Plan was adopted by the Authority on February 1, 2010; Revised by unanimous vote of the ACAA Board December 12, 2016.

ALBANY COUNTY AIRPORT AUTHORITY

OTHER POST-EMPLOYMENT BENEFIT PLAN

HEALTH INSURANCE CONTINUATION FOR ELIGIBLE RETIREES

A. The Albany County Airport Authority (“Authority”) shall provide continuation of health insurance benefits (medical/surgical, hospitalization, and prescription drug) for retirees who meet specific established criteria.

1. Eligibility Criteria and Contribution Requirements. The Authority shall provide health insurance benefits to eligible retiring Full-Time Employees (as defined in Section 3.3) and eligible retiring Part-Time Employees (as defined in Section 3.3). “Employees” shall refer to both Full-Time Employees and Part-Time Employees (as defined in Section 3.3). The Authority shall continue to provide health insurance benefits to Employees who are already eligible and receiving benefits as retired employees as of the effective date of the adoption of this Other Post-Employment Benefit Plan (“Plan”).

a. Retiring Employees.

(1) Eligibility Criteria. All of the following criteria must be met on the day of separation from Authority service:

(a) Employees hired on or after January 1, 2017 must have at least fifteen (15) years of full-time equivalent service with the Authority (including any years with the State of New York or Albany County preceding becoming an Authority employee provided they have at least ten years equivalent service with the Authority). Employees hired prior to January 1, 2017 must have at least ten (10) years of full-time equivalent service with the Authority (including any years with the State of New York or Albany County preceding becoming an Authority employee provided they have at least five years equivalent service with the Authority). Part-Time Salary Employees shall be given pro rata credit for each part-time year (or portion of a year) of service with the Authority. Employees must, at time of separation of service, be eligible and collect retirement benefits through the New York State and Local Retirement System or be eligible to receive benefits under the Voluntary Deferred Contribution Plan (VDC Plan). This requirement shall not apply to those employees with twenty-five years of combined Authority, State of New York and Albany County service, of which at least fifteen (15) for employees hired on or after July 1, 2016, or at least ten (10) years for employees hired prior to July 1, 2016, are with the Authority and the employee must be at least 55 years of age.

- (b) The employee was eligible to participate in the health insurance benefits program during each year of his or her years of qualifying Authority service; and
- (c) The employee is age fifty-five (55) or older.

(2) **Contribution Requirements.** Any Employee who meets all the eligibility criteria indicated above must contribute toward his or her retiree continuation coverage at a percentage rate commensurate to that required when he or she was an active employee. Upon retirement, any unused sick leave credits may be applied to insurance premiums during retirement, as similarly administered by the New York State and Local Retirement System.

(3) For any employee who meets all the eligibility criteria indicated above, the Authority shall continue to provide health insurance coverage to the retired employee until the employee's death. The provision of health insurance to retirees, and their spouses, domestic partner and eligible dependents, is provided as a contractual right in exchange and in consideration of the employee's provision of the requisite years of service.

B. Important Terms and Conditions. The following terms and conditions are applicable to all retiring Employees.

1. **Employees Participating in Health Insurance Buy-Out.** The health insurance buy-out option may not be continued in retirement. Retirees enrolled in the health insurance buy-out have thirty (30) days from their last day worked in which to re-enter the Authority health insurance program and qualify for retiree health insurance benefits. After thirty (30) days from the last day worked, benefits are considered forfeited.
2. **Dental Insurance.** Dental Insurance is not continued in retirement. A limited period of dental insurance continuation may be available to new retirees through COBRA, however.
3. **Spousal/Domestic Partner/Dependent Coverage.** Spouses, domestic partner and eligible dependents of Authority retirees (employees) remain covered as long as the retiree maintains an active enrollment. At the time of death of a retired or active Authority employee, spouse, domestic partner and dependent coverage may be extended as follows:
 - a. If the Employee dies while on the Authority payroll or in retirement, the enrolled spouse, domestic partner and enrolled dependents will continue to receive health insurance coverage without charge for five semi-monthly payroll periods beyond the payroll period for which the Employees last health insurance deduction was taken at no cost to the spouse, domestic partner or enrolled dependent(s).

- b. The un-remarried enrolled spouse, domestic partner and eligible dependents may be allowed to continue health insurance coverage after the extended benefits period ends, as set forth below. If the un-remarried spouse, domestic partner or eligible dependents are eligible for dependent survivor coverage but choose not to participate or fail to make the required payments, health insurance coverage will end permanently. The un-remarried spouse, domestic partner and eligible dependents may not re-enroll in the health insurance program.
- c. Whether the un-remarried spouse, domestic partner and eligible dependents of an Employee who dies as an active employee, are eligible to continue health insurance coverage after the expiration of the five semi-monthly payroll periods, and what their premium will cost depend on the following circumstances:
- If the Employee died as a result of a work-related illness or injury, regardless of the Employee's age at the time of death or length of service, the Authority will pay 100 percent of the cost of health insurance coverage up to the cost of the premium for the unmarried spouse, domestic partner and eligible dependents as long as they remain eligible.
- d.* Upon death of a retiree or an active Employee whose death was not the result of a work-related illness or injury, the premium contribution shall be as follows:

If at the time of death the active Employee or retiree who had 15 years of service if hired on or after January 1, 2017 (Authority, State of New York and County, but at least ten years with the Authority), or ten (10) years of service if hired prior to January 1, 2017 (Authority, State of New York and County), and was either retired or was within 10 years or less of the date which they would have been eligible for retirement from the Authority (in the case of current employees), the un-remarried spouse, domestic partner and the eligible dependents will be entitled to continued health insurance but will be required to make the same contribution that the Employee made at the time of death. If at the time of death the Employee was an active employee who had 15 years of service if hired on or after January 1, 2017 (Authority, State of New York and County, but at least ten years with the Authority) , or ten (10) years of service if hired prior to July 1, 2016 (Authority, State of New York and County), but was not within 10 years of eligibility for retirement, the un-remarried spouse, domestic partner and eligible dependents would be required to pay 100% of the premium in order to be entitled to continued health insurance through the Authority.

If the un-remarried spouse, domestic partner loses eligibility or dies, your enrolled dependents may continue their coverage under the same terms as set forth above as dependent survivors until they no

longer meet the eligibility requirements as dependents. If they no longer meet these requirements, they may enroll through the Consolidated Omnibus Budget Reconciliation Act (COBRA) which is a Federal continuation of coverage law or convert to a direct-pay contract.

Survivors are covered by the same rules as retirees for changing options and may apply unused sick leave credits toward paying the portion of the premium due from the survivors.

If the spouse, domestic partner and eligible dependents are not eligible for survivor health insurance coverage, they may be eligible to continue coverage under COBRA or convert to direct-pay contracts.

The Authority may act to diminish the benefits in this plan but only as applied to Employees hired after the Authority so acts.

1. Medicare Coordination. When a retiree or spouse who is receiving Authority health insurance benefits becomes eligible for Medicare coverage, the retiree must apply for (both parts "A" and "B") of such coverage. Failure to apply for both parts of Medicare may result in forfeiture of Authority retiree health insurance continuation privileges. The Department of Human Resources may require documentation substantiating a retiree's enrollment in Medicare.
2. Open Enrollment. Like active employees, retirees may elect to change their health insurance option during the designated "open enrollment period." Retirees interested in changing their selected health insurance option should contact the Benefits Unit of the Division of Personnel Services during the month of October to request any required change forms. Changes will be effective on January 1 of the next year.
3. Annual Revision of Rates. Retirees who are required to pay premium contributions should expect annual adjustments in the dollar amounts of their contributions. Generally, new premium rates are effective for each carrier on January 1.
4. Notification of Change of Address. It is very important that retirees regularly update their addresses with both their insurance carrier and the Benefits Unit of the Division of Personnel Services. Failure to keep one's address up to date may lead to the inadvertent cancellation of coverage. Periodically, important mailings concerning health insurance benefits are distributed to Authority retirees.

Adopted: 12/7/09

Amended: 2/1/10

Amended: 12/12/16 Approved by unanimous vote of the ACAA Board.

Notification of Change of Address: It is very important that retirees regularly update their addresses with both their insurance carrier and the Authority Benefits Coordinator. Failure to keep one's address up to date may lead to the inadvertent cancellation of coverage. Periodically, important mailings concerning health insurance benefits are distributed to Authority retirees.

APPENDIX A

CODE OF ETHICS

(Per Section 2795 of Enabling Legislation and Section 74 Public Officers Law)

1. DEFINITION

As used in this Code of Ethics the term "Authority employee" shall mean any member, officer or employee of the Authority.

2. RULES WITH RESPECT TO CONFLICTS OF INTEREST

No Authority employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his or her duties in the public interest.

3. STANDARDS

- a. No Authority employee should accept employment or engage in any business or professional activity which will impair his or her independence of judgment in the exercise of his or her official duties.
- b. No Authority employee should accept employment or engage in any business or professional activity which will require the employee to disclose confidential information which he or she has gained by reason of his or her official position or authority.
- c. No Authority employee should disclose confidential information acquired by the employee in the course of his or her official duties nor use such information to further his or her personal interests.
- d. No Authority employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or resources of the state for private business or other compensated nongovernmental purposes.
- e. No Authority employee should engage in any transaction as representative or agent of the Authority with any business entity in which he or she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his or her official duties.
- f. An Authority employee should not, by his or her conduct, give reasonable basis for the impression that any person can improperly influence such employee or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by the

kinship, rank, position or influence of any party or person.

- g. An Authority employee should abstain from making personal investments in enterprises which he or she has reason to believe may be directly involved in decisions to be made by the employee or which will otherwise create substantial conflict between his or her duty in the public interest and his or her private interest.
- h. An Authority employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he or she is likely to be engaged in acts that are in violation of his or her trust.
- i. No Authority employee employed on a full-time basis nor any firm or association of which the employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such employee, should sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the Authority in which such employee serves or is employed.
- j. If any Authority employee shall have a financial interest, direct or indirect, having a value of ten thousand dollars or more in any activity which is subject to the jurisdiction of a regulatory agency, he or she should file with the Secretary of State a written statement that he or she has such a financial interest in such activity which statement shall be open to public inspection.

4. VIOLATIONS

In addition to any penalty contained in any other provision of law any such Authority employee who shall knowingly and intentionally violate any of the provisions of this Code of Ethics may be fined, suspended or removed from office or employment.

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APPENDIX B

STANDARD OF CONDUCT

The Authority has adopted this Standard of Conduct for all personnel in the course of their conduct. Compliance with these Standards should help ensure proper conduct when the interest of the individual may conflict with those of the Authority. These Standards apply to Authority members and employees who are expected to apply the spirit, as well as the words, of its dictates.

Integrity is one of the Authority's most cherished values. This means the Authority is uncompromisingly committed to conducting its affairs with employees, airlines, vendors, and other business associates in the most honest, fair and straight forward manner. This is good ethics, and it is also good government.

The following standards should not be considered all-inclusive. They do summarize the key situations which appear to be a source of conflict problems in many governmental entities.

I. TO ALWAYS BEHAVE IN AN HONEST, MORAL AND ETHICAL WAY

1. Dishonesty will not be tolerated.
2. Discrimination on the basis of age, gender, marital status, race, creed, religion, color, national origin, citizenship, disability, or sexual orientation not directly related to job performance is prohibited.
3. Physical, emotional, or sexual harassment, abuse or intimidation will not be tolerated.
4. Sexual harassment is strictly prohibited. The Equal Employment Opportunity Commission defines sexual harassment as: unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct is used as a basis for employment decisions, or when such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating intimidating, hostile or offensive work environment. Employees are cautioned that remarks that they may view as humorous may, in fact, be perceived as offensive or intimidating to the recipient. Authority employees should avoid making any comments of a sexual nature to or about another employee.
5. The use or distribution of illegal drugs and other illegal substances on Authority property is prohibited.
6. The use of alcohol on Authority property is prohibited except at special Authority sponsored events approved by the Authority or the Chief Executive Officer or during non-working

hours at designated vendors authorized to serve alcoholic beverages in the Airport.

II. TO PROTECT AGAINST THE THEFT, LOSS, OR MISUSE OF THE ASSETS OF THE AUTHORITY AND OF THE ASSETS OF OTHERS ENTRUSTED TO US, AND TO KEEP IN CONFIDENCE ALL NONPUBLIC INFORMATION WHICH SHALL BE IN OUR POSSESSION.

1. Handling of Authority Assets: Each employee is personally responsible and accountable for the proper handling of Authority assets entrusted to him or her and for the proper use for Authority benefit of property over which he or she has control.
2. Communications with The Media: Communications on behalf of the Authority with the media must be made only by specifically designated representatives of the Authority. Unless expressly authorized to make such communications, an employee who receives an inquiry relating to the Authority from the media should refer it to the Chief Executive Officer.
3. No Disclosure of Nonpublic Information: If an individual is aware of any material information relating to the Authority that has not been made available to the public, he or she must not disclose such information to any other person without prior authorization from the Authority. Some (not all) of the information may relate to contract negotiations, pending litigation developments, pre-bid solicitations, significant financing developments, or personnel changes.
4. Safeguarding Confidential Information: Care should be taken to safeguard the confidentiality of Authority internal information. Sensitive documents should not be left on desk or in plain view, and visitors should not be left unattended in offices or areas containing internal documents or confidential information. All information stored in the computer system, as data files or word processing documents, is to be treated as confidential information of a proprietary nature of the Authority. Only information printed out as a word processing document for purposes of public correspondence may be considered non-proprietary or non-confidential. All request for such files or documents from the media or the public should be referred to the Authority's Freedom Of Information Officer.
5. Confidentiality of Employee Information: Information concerning employees' salaries and benefits, employee credit information, the names and addresses of employees and the employment and medical history of employees is considered confidential information and must not be revealed to anyone, including other employees of the Authority, except by the Personnel Office as required by law. In addition, no employment recommendations or references may be given or denied except by the Personnel Office.
6. Departure from The Authority: If an employee leaves the Authority for any reason, he or she may not disclose in any way, directly or indirectly, confidential information about the Authority. In addition, all files, records, documents, information, data and similar items relating to the business of the Authority (whether originals or copies, whether containing confidential information or not, and whether prepared by the employee or others) shall

remain the exclusive property of the Authority and shall not be removed from the Authority's premises upon departure from the Authority.

7. Use of Authority Supplies: Authority assets are to be used only for conducting Authority business or for purposes authorized by management. Employees may not take Authority supplies for personal use.

III. TO ENSURE FAIR AND RELIABLE REPORTING OF FINANCIAL INFORMATION.

1. Knowingly making any false, misleading or artificial entry in the books and records of the Authority or in the issuance of internal and external reports of the Authority is prohibited.

IV. TO REFRAIN FROM ANY ACTIVITY THAT MIGHT INVOLVE A CONFLICT OF INTEREST, OR APPEARANCE THEREOF, INCLUDING GIVING OR ACCEPTING ANYTHING THAT COULD REASONABLY BE SEEN AS INTENDED TO IMPROPERLY INFLUENCE THE RECIPIENT.

1. Acceptance of Personal Benefits: There are those who may attempt to influence Authority members or employees to do things for them by providing some personal benefit. It is inappropriate for an individual to seek or accept, directly or indirectly, for his or her personal use or benefit, from any enterprise or individual doing or seeking to do business with the Authority, any of the following:

- * Cash payments of any kind.
- * Loans of money, except contractual loans from banks or other financial institutions in the normal course of business.
- * Gifts or loans of goods or services. ~~except in connection with holidays or other recognized occasions where the making of gifts is accepted business practice and where the value of the gift is appropriate to the occasion.~~
- * From time to time, around the holidays or other similar occasion, a vendor or other party with a relationship with the Authority will give or attempt to give cookies, food, candy or other like items for such holiday or occasion, to Authority staff or individuals. In no case shall Authority employees encourage such giving. In the event cookies, food, candy or other like items are delivered to the Authority staff or an employee, the staff member or employee shall inform the CEO. The CEO may return such item, give such item to charity or put the item out for general holiday consumption for staff and the public.

2. Providing of Personal Benefits: It is inappropriate for any individual to offer or provide, directly or indirectly, for personal use or benefit, to any party with whom the Authority is doing or seeking to do business, or who may be in a position to influence the business or financial interest of the Authority, any of the items specified in the preceding paragraph, or anything else of value in a manner that can reasonably be construed as improper.

3. Business Entertaining: Business entertaining - particularly involving recreational activities - requires good judgment. It is common practice for present or prospective clients, vendors and others with whom the Authority does business to offer to pay for meals, shows, athletic contest, golf outings, etc. This is particularly true as personal relationships are developed. Such activities are not strictly prohibited but are limited to group occasions where the Authority is invited to participate with others in a publicly announced event or gathering. Participating in such activities can not be accepted in exchange for some commitment to do

business, nor should they be taken from the same individual or business on a scale or frequency that goes beyond good taste.

4. Relationships with Outside Interest: It is inappropriate for an individual to have any outside interest with any business, vendor, supplier or individual that might in any way influence the way in which the Authority does business or that would constitute a conflict of interest. It is permissible for employees to own securities in publicly traded corporations or municipal

entities who are clients, vendors or suppliers, when such an interest is not material in terms of the total outstanding stock or indebtedness of such an entity, or to the individual's net worth.

5. **Secondary Employment:** An employee may not have a second job which interferes with the responsibilities, confidentiality or job performance of the employee's primary job or is in conflict with the Authority's business. Each employee is required to notify the Chief Executive Officer or his/her designee in advance of any other employment to ensure there is no conflict of interest.
 6. **Civic Activities:** Authority employees are encouraged to take an active part in the life of the community and to support a variety of organizations. If the activities present a possible time conflict or conflict of interest with the employee's job, the situation should be discussed with the Chief Executive Officer or his/her designee and be resolved on a case-by-case basis.
- V. **TO REPRESENT THE AUTHORITY IN A MANNER THAT IS LAW ABIDING AND SENSITIVE TO THE NEEDS AND JUSTIFIABLE EXPECTATIONS OF CLIENTS, VENDORS, SUPPLIERS, LENDERS, FELLOW EMPLOYEES, OUR COMMUNITY, STATE AND NATION.**
1. There are a large number of laws that govern the Authority's activities. Individuals must not knowingly participate in any plan or arrangement having as its purpose the violation of any applicable local, state, or Federal law. Consistent with all employee rights under the State Civil Service Laws, any employee convicted of a felony, even if unrelated to his or her employment with the Authority, may be subject to disciplinary action, up to and including termination, that reflects the nature and circumstances of the crime.
- VI. **THE ADMINISTRATION OF THE AUTHORITY'S STANDARD OF CONDUCT POLICIES ASSUMES THE HONESTY OF ALL EMPLOYEES. THE AUTHORITY'S INTENT IS TO PROVIDE INFORMATION AND GUIDELINES THAT WILL BE USEFUL IN ANSWERING QUESTIONS THAT MAY ARISE.**
1. **Training and Indoctrination:** In order to ensure that all employees are always knowledgeable about Authority policies, there will be appropriate periodic training sessions, circulated memos, and updates to the employee manual when warranted. Copies of Authority policies will be made available to all new employees.
 2. **Compliance Procedures:** It is vital that each employee feel personally responsible for adherence to the Standard of Conduct, and be willing to not only personally conform, but to ensure that others do so as well. Therefore, when an individual becomes aware of a possible violation, there is an obligation to deal with the problem in an appropriate way, either by directly confronting the offender, or by reporting it to management. All employees will be asked, from time to time, to sign a statement certifying that they have read and that they understand this Standard of Conduct.

3. Violations of The Standard Of Conduct: Persons who violate the Authority's Standard of Conduct will be subject to appropriate disciplinary and/or legal action, up to and including termination. Those individuals who choose to violate the Standard of Conduct must recognize that they will have to realize the consequence of their behavior.
4. Oversight by the Authority's Personnel Committee: The Authority's Personnel Committee is charged with the responsibility of reviewing management's monitoring of compliance with this Standard of Conduct. Periodic reports will be made by management to the Personnel Committee concerning any situations of non-compliance with this Standard of Conduct and its guidelines, and the disposition of such situations.

APPENDIX C

Adopted: 11/13/97

POLICY FOR PERFORMANCE EVALUATION

I. Overview

The performance evaluation system provides a means of enhancing employee performance in order to meet the Albany County Airport Authority's organizational goals. The system provides a mutual understanding of performance objectives between the employee and the supervisor. A management tool for assessing performance, the system should also serve as a positive motivator for ACAA employees. This is accomplished by providing employees with candid feedback on their performance strengths and shortcomings.

ACAA's performance evaluation system has three basic purposes:

- Providing employees with honest feedback about their performance once a year;
- Identifying employees' training and development needs, in order to help individuals develop their potential to the fullest extent possible, as well as correcting deficiencies, if any;
- Providing accurate performance information for organizational decision making, both micro-decisions, such as an individual's eligibility for salary increases, and macro decisions, such as long term hiring and development plans.

The Performance Evaluation Cycle

The performance evaluation cycle starts with supervisors and employees meeting to discuss job responsibilities, goals, objectives and priorities. Executives, managers and professional staff performance programs will be oriented toward objectives and goals, support staff performance programs will be oriented toward tasks and standards. These are the factors upon which the employee's performance will be judged.

Throughout the evaluation period, supervisors and employees may meet as indicated to discuss performance and to revise or reaffirm the performance program. Circumstances

which may require a meeting to discuss performance are a change in duties or priorities, a project assignment, outstanding accomplishments or performance deficiencies.

At the end of the evaluation period, the supervisor and employee meet and discuss the employee's performance and the supervisor completes the appraisal.

Evaluation periods are twelve months: November 1 - October 31st with evaluations due the last day of the month following the close of the evaluation period, i.e., November 30th each year.

Important Concepts

Performance Management - For performance evaluation to work, it cannot be viewed as a once-a-year activity or merely a paperwork chore. Instead, it should be treated as an ongoing process, of which appraisal is only one part. Such a process of managing performance involves several steps.

Performance Planning - That is, setting expectations, defining objectives, delineating tasks and time frames for accomplishing them. This is the first step in the cycle, where employees and their supervisors meet to discuss prospective performance requirements for the new evaluation period.

Checking In- Involves identifying performance issues and problems and finding ways to address them throughout the evaluation period. Supervisors help employees develop through ongoing coaching activities.

Performance Appraisal - This is the step most focused on, yet it is really only the final step in what should be an ongoing process. Here, the supervisor formally reviews the employee's performance in light of the objectives stated in the performance program. If the prior steps have been given adequate attention, the actual appraisal will generally go much smoother. As part of the performance appraisal, the supervisor should make a recommendation regarding the employer's eligibility to receive a salary step increase. See following Employee Evaluation form.

Albany County Airport Authority's Performance Evaluation System focuses on communication and employee development. Employees and their supervisors discuss job responsibilities and performance at least once a year.

II. The Evaluation Process

Supervisor-Employee Meeting.

Before the beginning of the evaluation period, the supervisor and employee meet to discuss prospective performance requirements. Employees should be invited to provide written input using a blank performance evaluation form as a worksheet.

Development of Performance Program

The supervisor develops the performance program. ACAA's performance evaluation system is performance based rather than based on knowledge, skills and abilities. Executive, management and professional performance programs are based on objectives and goals. Support staff performance programs are based on tasks and standards. However, consideration may be given also to skills and characteristics that are important to carrying out job responsibilities (examples: organizing work, setting priorities, decision making, creativity, communicating with others, relations with the public, time and attendance).

Supervisor and employee meet and discuss the performance program. This should occur within two weeks of the beginning of the rating period. Both the employee and the supervisor sign the program and each will retain a copy.

Checking-In.

Throughout the evaluation period, the supervisor and employee may meet to discuss performance and to revise or reaffirm the performance program. Circumstances which may require a meeting are a change in duties or priorities, emergence of a training opportunity, assignment of a project, an outstanding accomplishment or performance deficiency. Meetings may be initiated by the supervisor or the employee.

Performance Appraisal.

At the end of the evaluation period, the supervisor meets with the employee, discusses the employee's performance and seeks the employee's ideas and views regarding his or her performance. The supervisor then completes the evaluation form and forwards a copy to his/her supervisor for review and signature. Once the evaluation is approved the supervisor meets with the employee to review it. Both the supervisor and the employee sign the form, both retain a copy and the supervisor forwards a copy to the Chief Executive Officer.

Disagreements.

Should the employee and supervisor be unable to resolve a disagreement regarding any aspect of the performance evaluation process, the matter will be referred to the Chief Executive Officer for resolution.

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June 8, 2009

December 6, 2010

June 6, 2011

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