



ACAA
Approved
06/06/2022

Minutes of the Regular Meeting of the Albany County Airport Authority

May 2, 2022

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday, May 2, 2022 @ 11:30 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Samuel A. Fresina with the following present:

MEMBERS PRESENT

Samuel A. Fresina
Kevin R. Hicks
Lyon M. Greenberg, M.D.
Steven H. Heider
Thomas A. Nardacci
Sari M. O'Connor
John-Raphael Pichardo

MEMBERS ABSENT

STAFF

Philip F. Calderone, Esq.
Christine C. Quinn
Michael F. Zonsius
Matthew J. Cannon
John LaClair
Liz Charland
Steve Iachetta
Margaret Herrmann
Doug Myers
Helen Chadderdon
Dwayne Lovely

ATTENDEES

Fred Acunto, Airport Manager, AvPorts
Ray Casey, Airport Consultant
Fire Chief Dave Cook, AvPorts
Captain Steve Dorsey, AvPorts
Bob Heitz, Million Air
George Penn, Director of Operations (via teleconference)

General:

1. Chairman's Remarks



2. Approval of Minutes

Mr. Heider moved to approve the minutes of the March 24, 2022 meeting. The motion was adopted unanimously.

Management Reports:

3. Communications and Report of Chief Executive Officer

Mr. Calderone presented the Communications and Report of the Chief Executive Officer for the month of May 2022.

4. 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**

Mr. Zonsius presented the Financial Report for the month of May 2022.

5. Project Development

Mr. LaClair presented the Project Development report for the month of May 2022.

6. Counsel

Ms. Quinn presented Counsel's report for the month of May 2022.

7. Concessions/Ambassador Program

Ms. Chadderdon presented the Concessions/Ambassador report for the month of May 2022.

8. Public Affairs

Mr. Myers presented the Public Affairs report for the month of May 2022.

9. Business & Economic Development

Mr. Cannon presented the Business & Economic Development Report for the month of May 2022.

Action Items:

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



10.1 Approval of Modification and Extension Management Operating Agreement for Fixed Base of Operations and Fuel Farm with REW Investments, Inc., d/b/a Million Air – Albany.

Ms. Quinn recommended authorization for the approval of Modification and Extension Management Operating Agreement for Fixed Base Operations and Fuel Farm with REW Investment, Inc., d/b/a Million Air – Albany. She advised the current Management Operating Agreement (MOA) with REW Investments, Inc. d/b/a Million Air - Albany was awarded by competitive RFP in 2013 and the initial term was for three (3) years and the Authority renewed the proposal for three (3) years in 2016 and 2019. Million Air Interlink, Inc. which currently guaranties the existing Management Operating Agreement, will provide a continuing Guaranty of REW Investments, Inc. performance under the new MOA. Authorization is requested to approve the attached Contract and Guaranty.

REW Investments has agreed to renew the agreement for another one (1) year term ending August 31, 2023 with a \$5,000 increase in the annual Management fee in the contract years ending in 2023. The estimated contract amount is \$185,000 over one year based upon total annual fixed fees of \$180,000 in the contract year ending in 2022 plus other fixed-rate fees applicable to variable activities and monthly advertising costs.

Ms. O'Connor moved to approve the Modification and Extension Management Operating Agreement for Fixed Base Operations and Fuel Farm with REW Investment, Inc., d/b/a Million Air – Albany in the amount of \$185,000 over one year based upon total annual fixed fees of \$180,000 in the contract year ending in 2022 plus other fixed-rate fees applicable to variable activities and monthly advertising costs. The motion was adopted unanimously.

10.2 Parking Lot C Rehabilitation (Contract #S-22-1119-GC)

Mr. Iachetta recommended authorization to Award Construction Contract 22-1119-GC for the Rehabilitation of Parking Lot C to the qualified low bidder James H. Maloy, Inc. in the amount of \$269,800. He advised the contract scope includes repair of the perimeter security wall and fence, removal of revenue equipment and temporary barriers and reconnecting perimeter obstruction lighting. The award of this contract is contingent on compliance with the apprenticeship program and MWBE requirements. This contract is 100% airport funded.

Mr. Heider moved to approve Construction Contract 22-1119-GC for the Rehabilitation of Parking Lot C to the qualified low bidder James H. Maloy, Inc. in the amount of \$269,800 contingent on compliance with the apprenticeship program and MWBE requirements. The motion was adopted unanimously.



10.3 Negotiations: Contract No. S-22-1114 Design Services for Air Cargo Pavement Rehabilitation with Passero Associates

Mr. LaClair recommended authorization to negotiate a fee for Professional Services Contract S-22-1114 Design Services for the Air Cargo Pavement Rehabilitation with Passero Associates. Contract award is contingent upon Board approval of the negotiated fee. He advised this contract will be 100% Airport funded.

Mr. Pichardo moved to authorize negotiations of the fee for Contract No. S-22-1114 Design Services for Air Cargo Pavement Rehabilitation with Passero Associates contingent upon the Board's approval of the negotiated fee. The motion was adopted unanimously.

10.4 Construction Contract: Authorization to Award Construction Contract 22-1109-FP - Hangar 1 Sprinkler

Mr. LaClair recommended authorization to approve Contract No. 22-1109-FP Hangar 1 Sprinkler Installation to Absolute Fire Protection in the amount of \$498,000. He advised the contract scope includes making a water connection to the existing 8" watermain and bringing the service into the building, installation of a dry sprinkler system in the hangar and wet system in the classroom area. The award of this contract is contingent on compliance with the apprenticeship program. This contract is 100% Airport funded.

Dr. Greenberg moved to approve Contract No. 22-1109-FP Hangar 1 Sprinkler Installation to Absolute Fire Protection to Absolute Fire Protection in the amount of \$498,000. contingent on compliance with the apprenticeship program. The motion was adopted unanimously.

10.5 Construction Contract: Authorization to Award Construction Contract 21-1100-GC for Runway 10-28 and Taxiway C Rehabilitation to Callanan Industries Inc.

Mr. LaClair recommended authorization to approve Contract No. 21-1100-GC Runway 10-28 and Taxiway C Rehabilitation to Callanan Industries Inc. in the amount of \$7,070,135.50. He advised the contract scope includes removal of the existing asphalt pavement, placement of new asphalt pavement, grooving, striping and centerline lighting repair. This contract will be funded 90% Federal, 5% State and 5% Airport and the contract award is contingent on FAA concurrence and compliance with the apprenticeship program.

Mr. Nardacci moved to authorize the award of Contract # 21-1100-GC Runway 10-28 and Taxiway C Rehabilitation to Callanan Industries Inc. in the amount of \$7,070,135.50. to be funded 90% Federal, 5% State and 5% Airport and contingent on FAA concurrence and compliance with the apprenticeship program. The motion was adopted unanimously.

10.6 Main Terminal Elevator #8 Replacement (Purchase Order)



Mr. LaClair recommended authorization to approve the issuance of a Purchase Order for the purchase and installation of a new MRL elevator replacement for Elevator No. 8 in the amount of \$239,500. He advised Elevator #8 in the terminal has been the main passenger elevator since elevator #6 has been out of service. The additional wear and tear requires elevator #8 to be refurbished once elevator #6 is back in operation. He advised the elevator is being maintained by Kone the elevator maintenance company for the Airport and Kone has provided the Airport with proposal to eliminate the piston system and convert the elevator to an MRL cable system under State Contract pricing once Elevator No. 6 is back in service. This purchase is 100% airport funded through CPN 2012.

Dr. Greenberg moved to authorize the issuance of a Purchase Order for the purchase and installation of a new MRL elevator replacement for Elevator No. 8 in the amount of \$239,500. The motion was adopted unanimously.

10.7 Amendment No. 3: General Services Administration, Transportation Security Office

Mr. Zonsius recommended authorization to approve Amendment No. 3 to Contract 20-1059 (TL00305). He advised this Amendment will add an additional clause: “FAR 52.204025 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SUREVEILLANCE SERVICES OR EQUIPMENT”

Mr. Nardacci moved to authorize Amendment No. 3 to Contract 20-1059 (TL00305) which will add an additional clause: “FAR 52.204025 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SUREVEILLANCE SERVICES OR EQUIPMENT.” The motion was adopted unanimously.

- 11. Authorization of Change Orders - None**
- 12. Authorization of Federal and State Grants - None**
- 13. Informational Only - None**

Old Business: None

New Business: None

Executive Session - Attorney-Client Privilege Matters –

ES-1 – Personnel Matter

Moved to go into Executive Session at 11:05 a.m. No action taken on Executive Session Item.

Moved to go back into regular session 11:40 a.m. The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 12:30 p.m.



ALBANY COUNTY AIRPORT AUTHORITY

REGULAR MEETING

AGENDA

May 2, 2022

General:

- 1. Chairman's Remarks**
- 2. Approval of Minutes
Regular Meeting – March 24, 2022**
- 3. Communications and Report of Chief Executive Officer**

Reports:

- 4. Chief Financial Officer**
- 5. Project Development**
- 6. Counsel**
- 7. Concessions/Ambassador Program**
- 8. Public Affairs**
- 9. Business & Economic Development**

Action Items:

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 10.1 Approval of Modification and Extension Management Operating Agreement for Fixed Base of Operations and Fuel Farm with REW Investments, Inc., d/b/a Million Air – Albany.**
 - 10.2 Parking Lot C Rehabilitation (Contract #S-22-1119-GC)**



- 10.3 Negotiations: Contract No. S-22-1114 Design Services for Air Cargo Pavement Rehabilitation with Passero Associates**
- 10.4 Construction Contract: Authorization to Award Construction Contract 22-1109-FP - Hangar 1 Sprinkler**
- 10.5 Construction Contract: Authorization to Award Construction Contract 21-1100-GC for Runway 10-28 and Taxiway C Rehabilitation to Callanan Industries Inc.**
- 10.6 Main Terminal Elevator #8 Replacement (Purchase Order)**
- 10.7 Amendment No. 3: General Services Administration, Transportation Security Office**

11. Authorization of Change Orders - None

12. Authorization of Federal and State Grants - None

13. Informational Only - None

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters:

NOTICE

Liz Charland

From: Liz Charland
Sent: Monday, April 25, 2022 1:15 PM
To: Bart Johnson; Bob Heitz; Brandon Russell, Majority Counsel; County Executive Daniel P. McCoy; Dave Collins; Douglas A. Bullock, Albany County Mass Transit Committee Chair; Fire Chief Dave Cook; Frank Mauriello, Albany County Minority Leader; Fred Acunto; George Penn (Albany County); Jill Bryce; Larry Rulison (Times Union); LRulison (Times Union); Lynne Lekakis Mass Transit Committee; Majority Leader Dennis Feeney; Mike DeMasi (Business Review); mmangini; Pete Rea (prea@dot.state.ny.us); Rick Karlin; Spotlight News; WRGB News
Subject: ACAA Meeting Notice - Note this meeting will start at 11:00 a.m.

**ALBANY COUNTY AIRPORT AUTHORITY
MEETING NOTICE**

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

The Albany County Airport Authority will hold its regularly scheduled meeting on **Monday, May 2, 2022 at 11:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

Liz Charland

From: Liz Charland
Sent: Monday, April 25, 2022 1:19 PM
To: Bobbi Matthews; Chris Quinn; Doug Myers; Dwayne Lovely; Fred Acunto (facunto@albanyairport.com); Helen Chadderdon; Jenn Munger; John LaClair; Katie Kane; Margaret Herrmann; Matt Cannon; Michael Zonsius; Phil Calderone; Steve lachetta
Subject: Meeting Notice - Regular Meeting at 11:00 a.m. NOTE THIS MEETING WILL START AT 11:00 A.M.

Please forward your agenda items and reports ASAP – thank you. - Liz

NOTE ---- this meeting will start at 11:00 a.m.

**ALBANY COUNTY AIRPORT AUTHORITY
MEETING NOTICE**

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

The Albany County Airport Authority will hold its regularly scheduled meeting on **Monday, May 2, 2022 at 11:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

Liz Charland

From: Liz Charland
Sent: Monday, April 25, 2022 1:14 PM
To: Saratogian Newspapers; The Colonie Spotlight; The Gazette; The Troy Record
Subject: ACAA Board Meeting Monday May 2, 2022

Importance: High

Please publish in the Community Section of your paper. Thank you.

**ALBANY COUNTY AIRPORT AUTHORITY
MEETING NOTICE**

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

The Albany County Airport Authority will hold its regularly scheduled meeting on **Monday, May 2, 2022 at 11:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

Liz Charland

From: Liz Charland
Sent: Monday, April 25, 2022 1:10 PM
To: John-Raphael Pichardo; John-Raphael Pichardo - IPAD; Kevin R. Hicks, Sr. - IPAD; Kevin R. Hicks, Sr. (Personal); Lyon Greenberg, MD; Lyon Greenberg, MD - IPAD; Samuel A. Fresina; Samuel A. Fresina - IPAD; Sari O'Connor; Steve Heider; Steven H. Heider; Thomas A. Nardacci
Subject: ACAA Board Meeting - Monday May 2, 2022 at 11:00 a.m.

Please note this meeting will start at **11:00 a.m.**

**ALBANY COUNTY AIRPORT AUTHORITY
MEETING NOTICE**

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

The Albany County Airport Authority will hold its regularly scheduled meeting on **Monday, May 2, 2022 at 11:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

Liz Charland

From: Liz Charland
Sent: Monday, April 25, 2022 1:08 PM
To: TU Legals
Subject: RE: Account Number 061026000 - May 2, 2022 Meeting Notice

Please publish one time ASAP. Thank you. - Liz

**ALBANY COUNTY AIRPORT AUTHORITY
MEETING NOTICE**

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

The Albany County Airport Authority will hold its regularly scheduled meeting on **Monday, May 2, 2022 at 11:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

AGENDA ITEM NO. 1

Chairman's Remarks

AGENDA ITEM NO. 2

Approval of Minutes



ACAA APPROVED
05-02-2022

Minutes of the Regular Meeting of the Albany County Airport Authority

March 24, 2022

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday, March 24, 2022 @ 11:30 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Samuel A. Fresina with the following present:

MEMBERS PRESENT

Samuel A. Fresina
Kevin R. Hicks
Lyon M. Greenberg, M.D.
Steven H. Heider
Thomas A. Nardacci
Sari M. O'Connor
John-Raphael Pichardo

MEMBERS ABSENT

STAFF

Philip F. Calderone, Esq.
Christine C. Quinn
Michael F. Zonsius
Matthew J. Cannon
John LaClair
Liz Charland
Steve Iachetta
Margaret Herrmann
Doug Myers
Helen Chadderdon
Dwayne Lovely

ATTENDEES

Fred Acunto, Airport Manager, AvPorts
Dennis Feeney, Majority Leader (via teleconference)
Ray Casey, Airport Consultant
Fire Chief Dave Cook, AvPorts
Captain Steve Dorsey, AvPorts
Bob Heitz, Million Air
George Penn, Director of Operations (via teleconference)
Jim Amell, Marvin & Company, P.C.

General:



1. Chairman’s Remarks

The meeting was recessed by Chairman Fresina at 11:30 a.m. and reconvened at 12:10 p.m.

2. Approval of Minutes

Mr. Hicks moved to approve the minutes of the January 24, 2022 meeting. The motion was adopted unanimously.

Management Reports:

3. Communications and Report of Chief Executive Officer

Mr. Calderone presented the Communications and Report of the Chief Executive Officer for the month of March 2022.

4. 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**

Mr. Zonsius presented the Financial Report for the month of March 2022.

5. Project Development

Mr. LaClair presented the Project Development report for the month of March 2022.

6. Counsel

Ms. Quinn presented Counsel’s report for the month of March 2022.

7. Concessions/Ambassador Program

Ms. Chadderdon presented the Concessions/Ambassador report for the month of March 2022.

8. Public Affairs

Mr. Myers presented the Public Affairs report for the month of March 2022.

9. Business & Economic Development

Mr. Cannon presented the Business & Economic Development Report for the month of March 2022.



Action Items:

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

10.1 Lease Renewal: Lease No. L-842: 14 Jetway Drive (5,595 sq. ft.) with ADT Commercial LLC formerly known as Red Hawk Fire & Security, LLC and parking areas depicted. 1-year Renewal

Ms. Quinn recommended authorization to enter into Lease No. L-842 at 14 Jetway Drive (5,595 sq. ft.) with ADT Commercial LLC formerly known as Red Hawk Fire & Security, LLC and to include parking areas. She advised this is a 1-year Renewal and the annual lease amount is \$60,213 subject to a 3% annual increase.

Mr. Heider moved to approve Lease No. L-842 at 14 Jetway Drive with ADT Commercial LLC formerly known as Red Hawk Fire & Security, LLC with the annual lease amount of \$60,213 subject to a 3% annual increase. The motion was adopted unanimously.

10.2 Amendment No. 2: General Services Administration, Transportation Security Office

Mr. Casey recommended authorization to approve Amendment No. 2 to Contract 20-1059 (TL00305) to amend the Tenant Improvement Allowance from \$50,000 to \$87,801. He further advised the Tenant paid for improvements will include; carpeting, \$58,501.00; painting, \$24,300.00; and, administration \$5,000.00.

Mr. Heider moved to approve Amendment No. 2 to Contract 20-1059 (TL00305) to amend the Tenant Improvement Allowance from \$50,000 to \$87,801. The motion was adopted unanimously.

10.3 Purchase: One (1) 2023 Freightliner TYMCO 600 BAH Sweeper

Mr. Zonsius recommended authorization to purchase one 2023 Freightliner TYMCO 600 BAH Sweeper in the amount of \$391,577 from Mohawk Valley Freightliner of Yorkville, NY. He advised this unit will replace our current sweeper, M-44, which was purchased in 1997 and is currently out of service. This purchase is 100% airport funded (Account No. 2022 83000-50).

Mr. Nardacci moved to authorize the purchase one 2023 Freightliner TYMCO 600 BAH Sweeper in the amount of \$391,577 from Mohawk Valley Freightliner. The motion was adopted unanimously.



10.4 Authorization to make purchases using State of New York Contracts: Gasoline & E-85 (Group#05600) Global Montello

Mr. Zonsius recommended authorization to approve the purchase of gasoline & E-85. He advised New York State Office of General Services Procurement Services has conducted competitive bidding for the above mentioned contract, Award #23237. The awarded vendors have agreed to offer the Airport the same terms and conditions of these contracts. Gasoline is purchased on an as needed basis. This purchase is 100% airport funded (Account No. 2022 51105-60)

Mr. Hicks moved to authorize the purchase of gasoline & E-85 on an as needed basis through New York State Office of General Services contract Award #23237. The motion was adopted unanimously.

10.5 Issue Purchase Order to Purchase and Install new Carpet in Transportation Security Administration ("TSA") Terminal Offices.

Mr. Zonsius recommended authorization to approve the purchase and installation of carpet for the approximately 800 square yards of office space occupied by the TSA. The material will be purchased under State contracts PC69411 and PC69412 pricing by Flooring Environment in the amount of \$54,960.91. This purchase will be 100% funded pursuant to the TSA Lease agreement executed on February 1, 2021 and an amendment scheduled for Board approval (Item 10.2) at today's meeting through account number 2022 83000-71.

Dr. Greenberg moved to authorize the purchase and installation of new carpet in TSA Terminal offices in the amount of \$54,960.91 to be funded 100% by GSA/TSA Lease. The motion was adopted unanimously.

10.6 Issue Purchase Order for Purchase and Installation of a new MRL Elevator Replacement for Elevator #6

Mr. LaClair recommended authorization to approve the purchase and installation of a new MRL Elevator replacement system in the amount of \$237,500.00 from KONE. He advised the existing Elevator #6 (main elevator for the Terminal) is a piston operated unit that was recently found to be leaking hydraulic fluid and immediately taken out of service. KONE (our service contractor) determined that the existing system could not be repaired and they proposed the MRL system, which would be purchased under State Contract pricing. This purchase is 100% airport funded through CPN 2012.

Ms. O'Connor moved to authorize the purchase and installation of a new MRL Elevator replacement system in the amount of \$237,500.00 from KONE. The motion was adopted unanimously.

10.7 Contract with Convergent Technologies, LLC (SC-21-1097)

Ms. Quinn recommended authorization to enter into a contract with Convergent Technologies, LLC. to provide an upgrade to our current video management system (VMS) to a new Genetec VMS in the amount of \$211,988.37. She



advised that the proposed Genetec system, presently in use by many airports, is considered top of class and without any size limitations and it offers a number of features not available in the current system that will have a meaningful impact on day-to-day operations. This upgrade will be 100% Airport funded through the Airport Operating Budget.

Ms. O'Connor moved to authorize the award of contract SC-21-1097 with Convergent Technologies, LLC. to provide an upgrade to our current video management system (VMS) to a new Genetec VMS in the amount of \$211,988.37. The motion was adopted unanimously.

11. **Authorization of Change Orders - None**
12. **Authorization of Federal and State Grants - None**
13. **Informational Only - None**
14. **Financial and Audit Items 14.1, 14.2, 14.3 & 14.4 for review/approval.**

Dr. Greenberg, Chair of the Audit Committee, advised the Board that the Audit committee had met this morning prior to the regular Board meeting to review the Financial and Audit Items and recommended their acceptance and approval.

Mr. Fresina moved to “bundle” the approvals for the following items:

- 14.1 **Comprehensive Annual Financial Report for the year-ended 2021 with draft auditor reports;**
- 14.2 **Airlines Rates and Charges Settlement and Revenue Sharing Calculation Report for the year ended December 31, 2021 with draft consultant report;**
- 14.3 **Annual Investment Report which includes a copy of the Cash Management and Investment Policy (the Policy) and explanation of the Policy and draft auditor report;**
- 14.4 **Performance Measurement Report for 2021**
- 14.5 **Financial Statements – Other Post Employment Benefit Trust**

The motion to “bundle” the approvals was adopted unanimously.

Dr. Greenberg moved to approve as a “bundle” the following items as recommended by the Audit Committee:

- 14.1 **Comprehensive Annual Financial Report for the year-ended 2021 with draft auditor reports;**
- 14.2 **Airlines Rates and Charges Settlement and Revenue Sharing Calculation Report for the year ended December 31, 2021 with draft**



consultant report;

14.3 Annual Investment Report which includes a copy of the Cash Management and Investment Policy (the Policy) and explanation of the Policy and draft auditor report;

14.4 Performance Measurement Report for 2021

14.5 Financial Statements – Other Post Employment Benefit Trust

The motion was adopted unanimously.

Old Business: None

New Business:

Board member Tom Nardacci raised a question about taxi/car service for those passengers arriving in the evening at the airport. CEO Calderone, while noting that there have been very few complaints, provided background on efforts to deal with the issue. He committed to continuing to monitor the situation and explore creative long term solutions which he will share with the Board.

Executive Session - Attorney-Client Privilege Matters - None

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



ALBANY COUNTY AIRPORT AUTHORITY

REGULAR MEETING

AGENDA

March 24, 2022

General:

- 1. Chairman's Remarks**
- 2. Approval of Minutes - Regular Meeting – January 24, 2022**
- 3. Communications and Report of Chief Executive Officer**

Reports:

- 4. Chief Financial Officer**
- 5. Project Development**
- 6. Counsel**
- 7. Concessions/Ambassador Program**
- 8. Public Affairs**
- 9. Business & Economic Development**

Action Items:

- 10. Authorization of Contracts/Leases/
Contract Negotiations/Contract Amendments**
 - 10.1 Lease Renewal: Lease No. L-842: 14 Jetway Drive
(5,595 sq. ft.) with ADT Commercial LLC formerly known
as Red Hawk Fire & Security, LLC and parking areas
depicted. 1-year Renewal**
 - 10.2 Amendment No. 2: General Services
Administration, Transportation Security Office**



- 10.3 Purchase: One (1) 2023 Freightliner TYMCO 600 BAH Sweeper**
- 10.4 Authorization to make purchases using State of New York Contracts: Gasoline & E-85 (Group#05600) Global Montello**
- 10.5 Issue Purchase Order to Purchase and Install new Carpet in Transportation Security Administration ("TSA") Terminal Offices.**
- 10.6 Issue Purchase Order for Purchase and Installation of a new MRL Elevator Replacement for Elevator #6**
- 10.7 Contract with Convergent Technologies, LLC**
- 11. Authorization of Change Orders**
 - None**
- 12. Authorization of Federal and State Grants**
- 13. Informational Only - None**
- 14.**
 - 14.1 Comprehensive Annual Financial Report for the year-ended 2021 with draft auditor reports;**
 - 14.2 Airlines Rates and Charges Settlement and Revenue Sharing Calculation Report for the year ended December 31, 2021 with draft consultant report;**
 - 14.3 Annual Investment Report which includes a copy of the Cash Management and Investment Policy (the Policy) and explanation of the Policy and draft auditor report; and**
 - 14.4 Performance Measurement Report for 2021**
 - 14.5 Financial Statements – Other Post Employment Benefit Trust**

Old Business:

New Business:



Executive Session - Attorney-Client Privilege Matters:

AGENDA ITEM NO. 3

Communications and Report of Chief Executive Officer



MEMO: **May 2, 2022**

TO: **Albany County Airport Authority Board Members**

FROM: **Philip F. Calderone, Esq., Chief Executive Officer**

- **Operations, Enplanements and Finances**
- **Proposed New Expansion Projects/Grant Update**
- **Collaborations & Partnerships Update**

AGENDA ITEM NO. 4

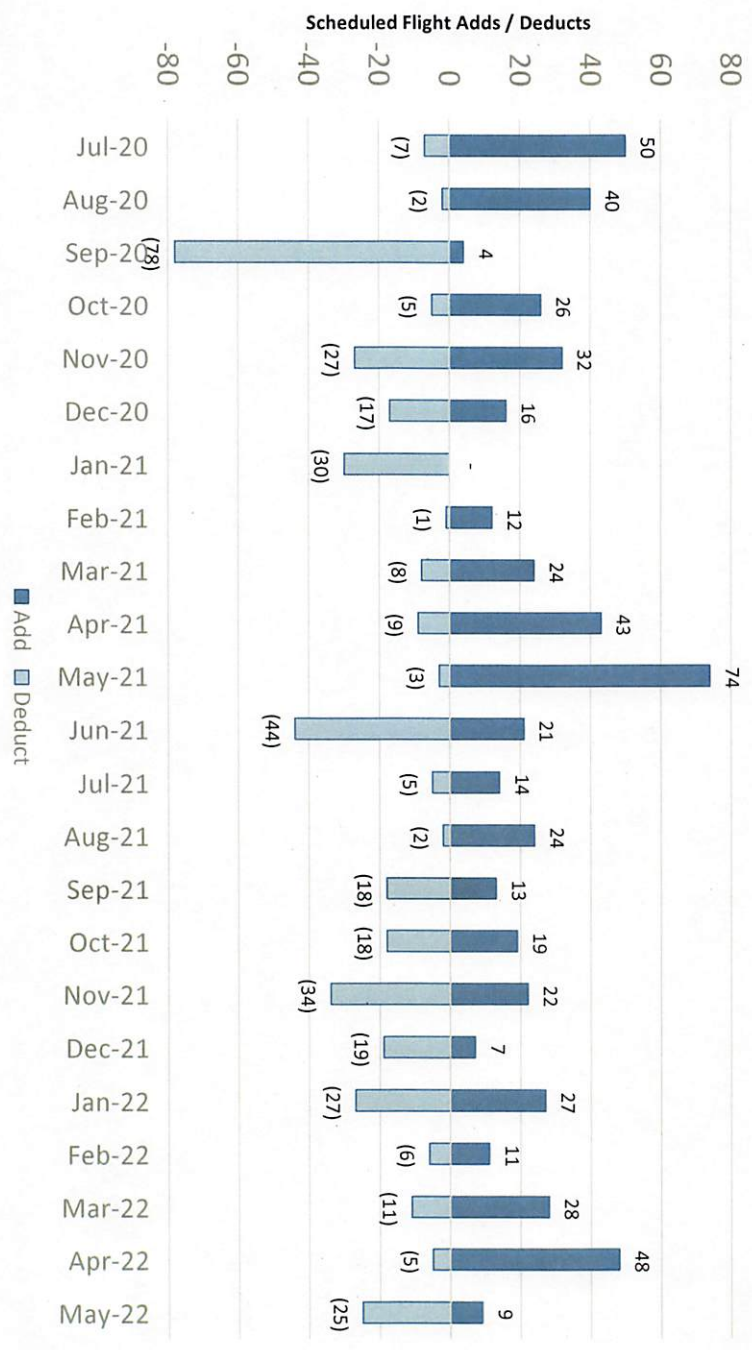
Financials

Thank You





Weekly Scheduled Flight Adds and Deducts – May 2022



Beginning of Month 308

Weekly Flights Added

- DEN 3
- RDU 2
- MYR 1
- BNA 1
- MCO 2

Weekly Flights Reduced

- EWR 5
- PGD 4
- PLE 4
- SFB 3
- PHL 3
- Others 6

End of Month 292



Monthly Scheduled Passenger Airline Service



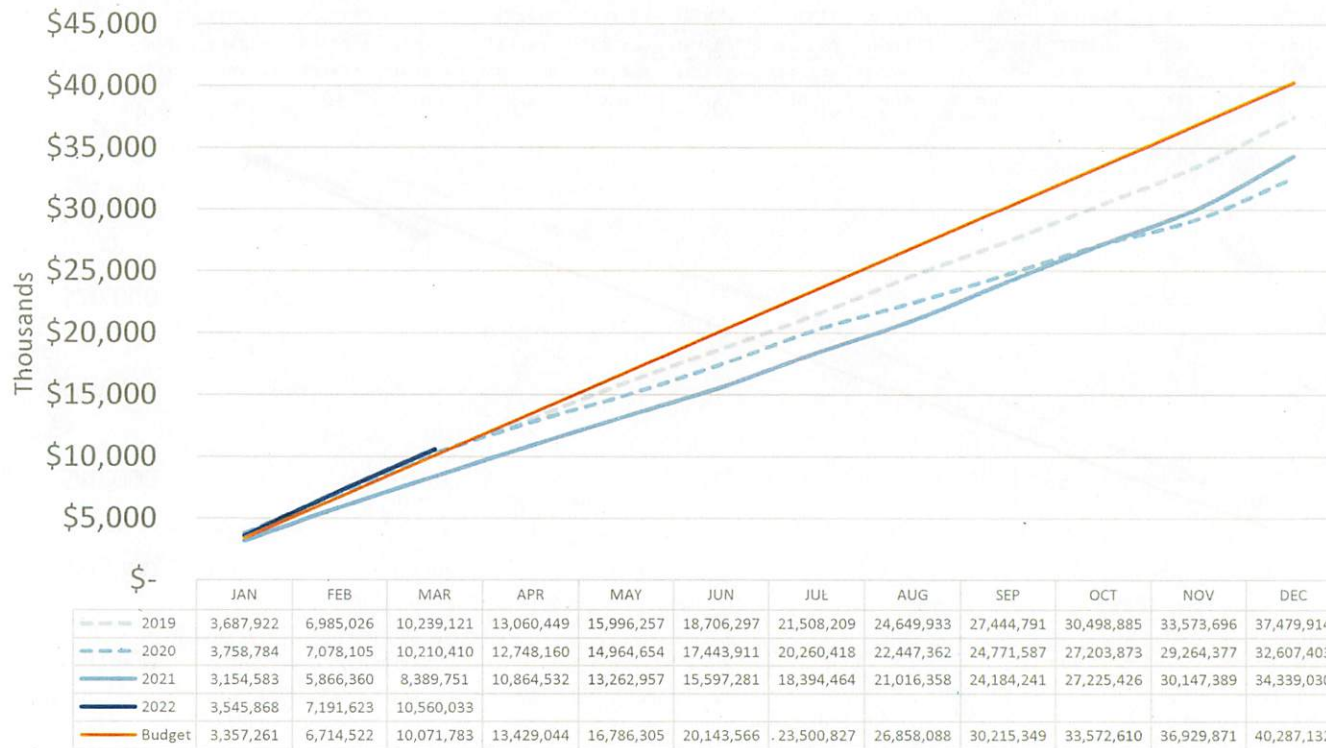
	Airlines	Non-Stop Destination Airports	Non-Stop Destination Cities	Non-Stop Scheduled Flights	Average Flights per Day	Monthly Seats Available	Monthly Landed Weight
Jan21	7	15	11	622	20.6	56,129	58,693K
Feb21	7	16	11	560	20.0	50,558	52,562K
Mar21	7	15	10	688	22.2	67,958	67,148K
Apr21	7	14	11	841	28.0	79,363	79,959K
May21	7	17	14	1,097	35.4	106,783	108,429K
Jun21	7	19	14	991	33.0	97,420	96,960K
Jul21	7	19	14	1,100	35.5	114,081	111,304K
Aug21	7	19	15	1,165	37.9	123,051	125,165K
Sep21	7	17	13	1,129	37.6	120,713	116,139K
Oct21	7	18	13	1,182	38.1	125,324	115,091K
Nov21	7	17	12	1,120	37.3	118,803	112,293K
Dec21	7	17	12	1,096	35.4	114,381	111,014K
Jan22	7	18	13	1,066	34.4	111,340	107,377K
Feb22	7	19	13	999	35.7	105,195	99,654K
Mar22	7	18	12	1,175	37.9	121,434	116,508K

Cash and Cash Equivalents - Operating

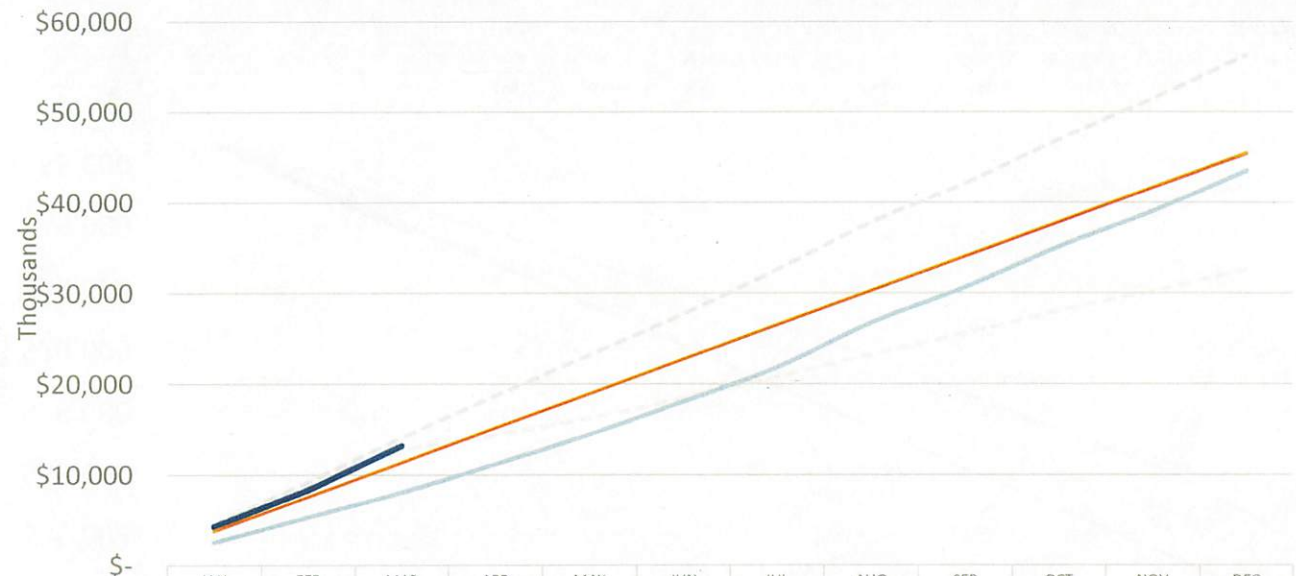


	2021	2022
Unrestricted	\$19,297,325	\$22,818,359
Restricted – Capital	16,179,363	18,074,717
Restricted - Reserves & Debt Service	16,156,402	17,214,725
	<u>\$51,633,090</u>	<u>\$58,107,801</u>

YTD Operating Expense vs. YTD Budget (including FBO)

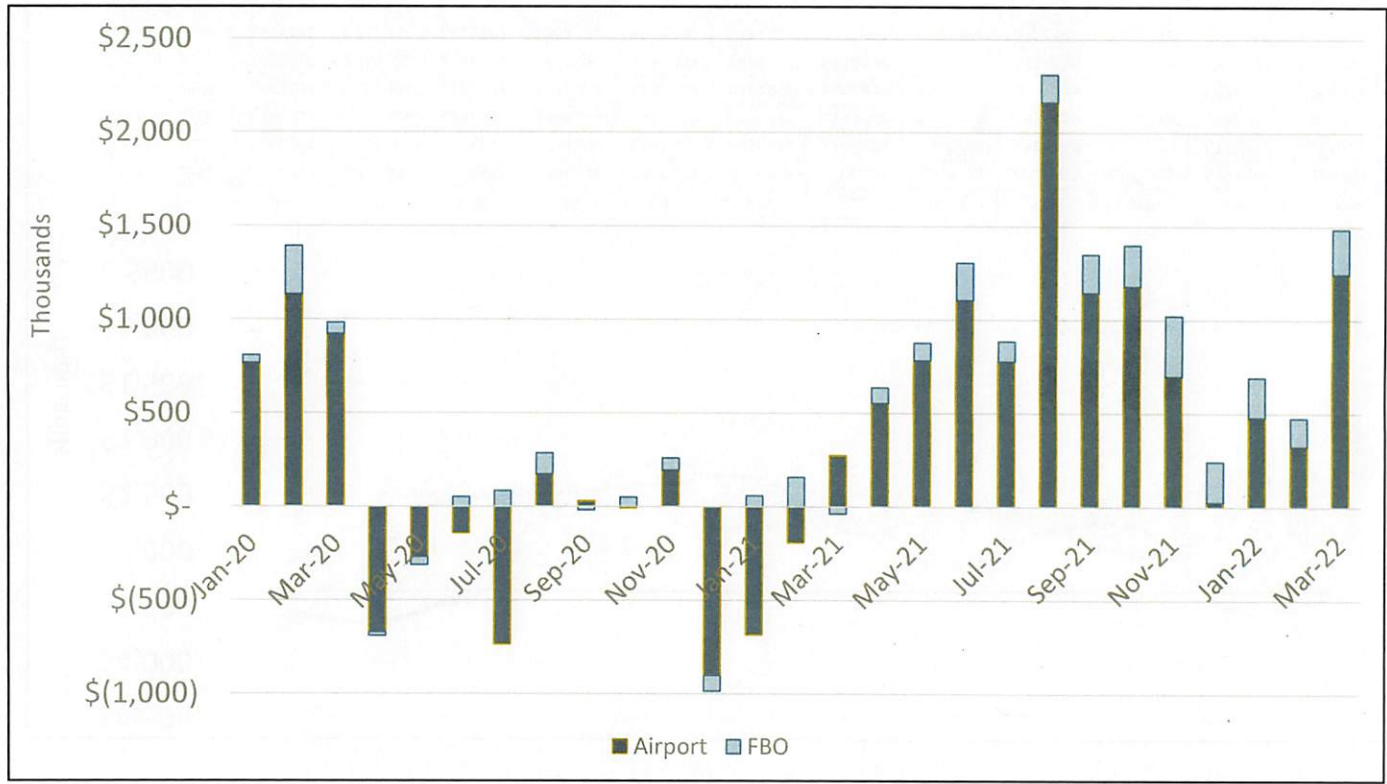


YTD Operating Revenue (excluding CARES) vs. YTD Budget (including FBO)



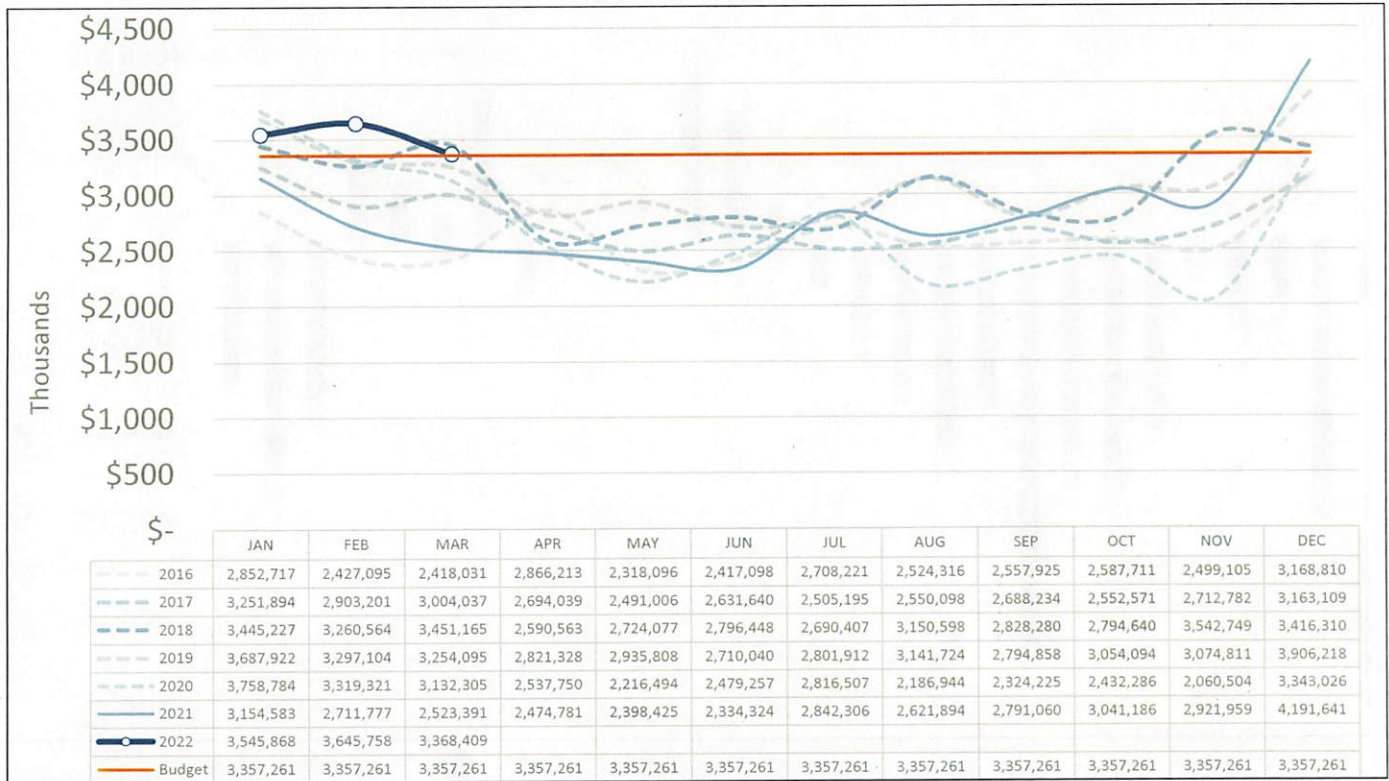
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2019	4,502,220	9,234,366	14,102,65	18,705,68	23,202,05	27,720,53	32,571,28	37,794,83	42,140,17	46,951,79	51,446,62	56,290,62
2020	4,457,704	9,072,314	12,656,29	14,428,46	16,219,20	18,467,32	20,772,60	23,243,78	25,579,44	28,053,30	30,241,56	32,597,49
2021	2,527,316	5,302,691	8,062,357	11,173,88	14,447,92	18,085,42	21,811,92	26,744,05	30,678,32	35,118,92	39,061,92	43,495,37
2022	4,251,507	8,330,953	13,184,36									
Budget	3,782,447	7,564,894	11,347,34	15,129,78	18,912,23	22,694,68	26,477,12	30,259,57	34,042,02	37,824,47	41,606,91	45,389,36

Operating Net Profit, Airport and FBO

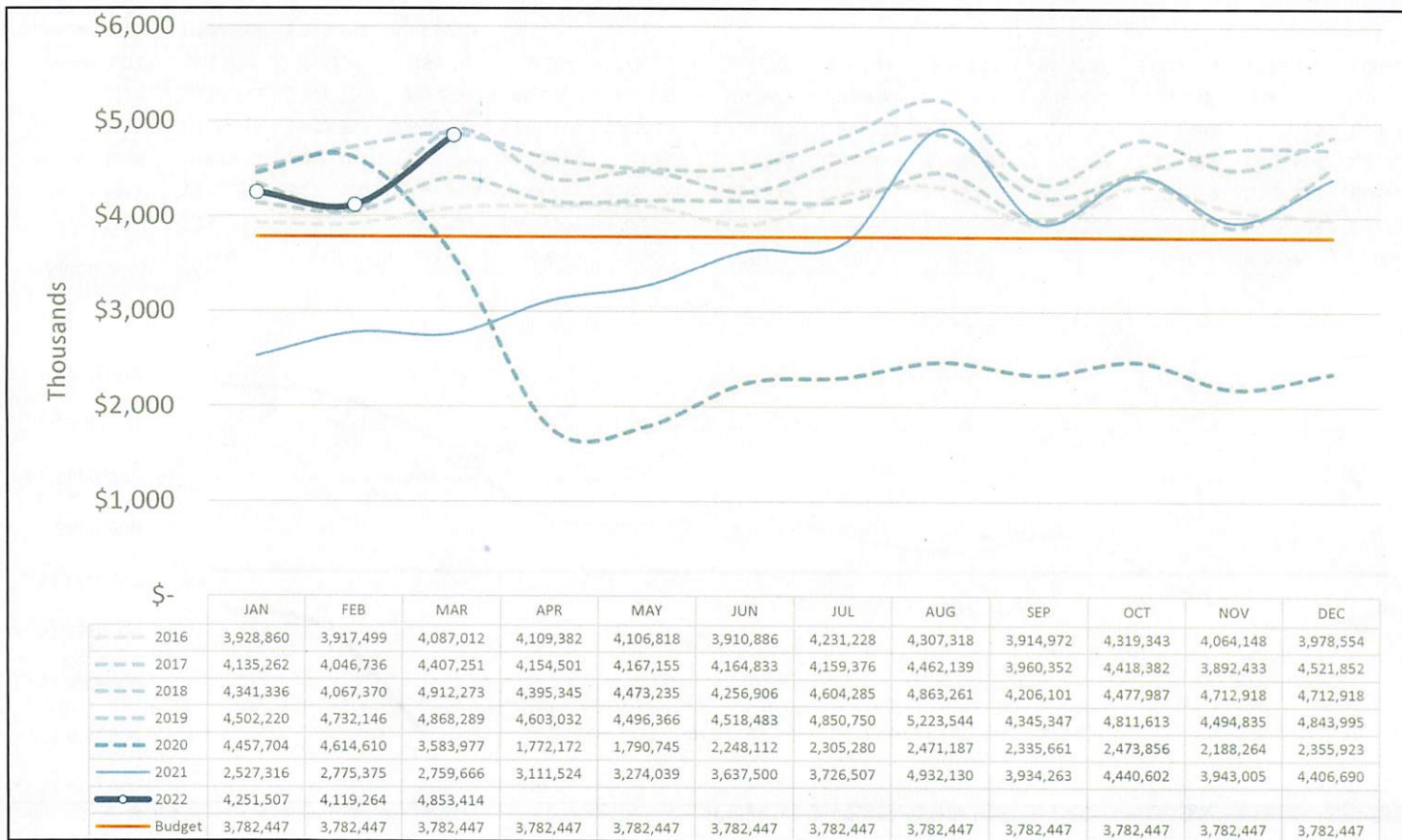




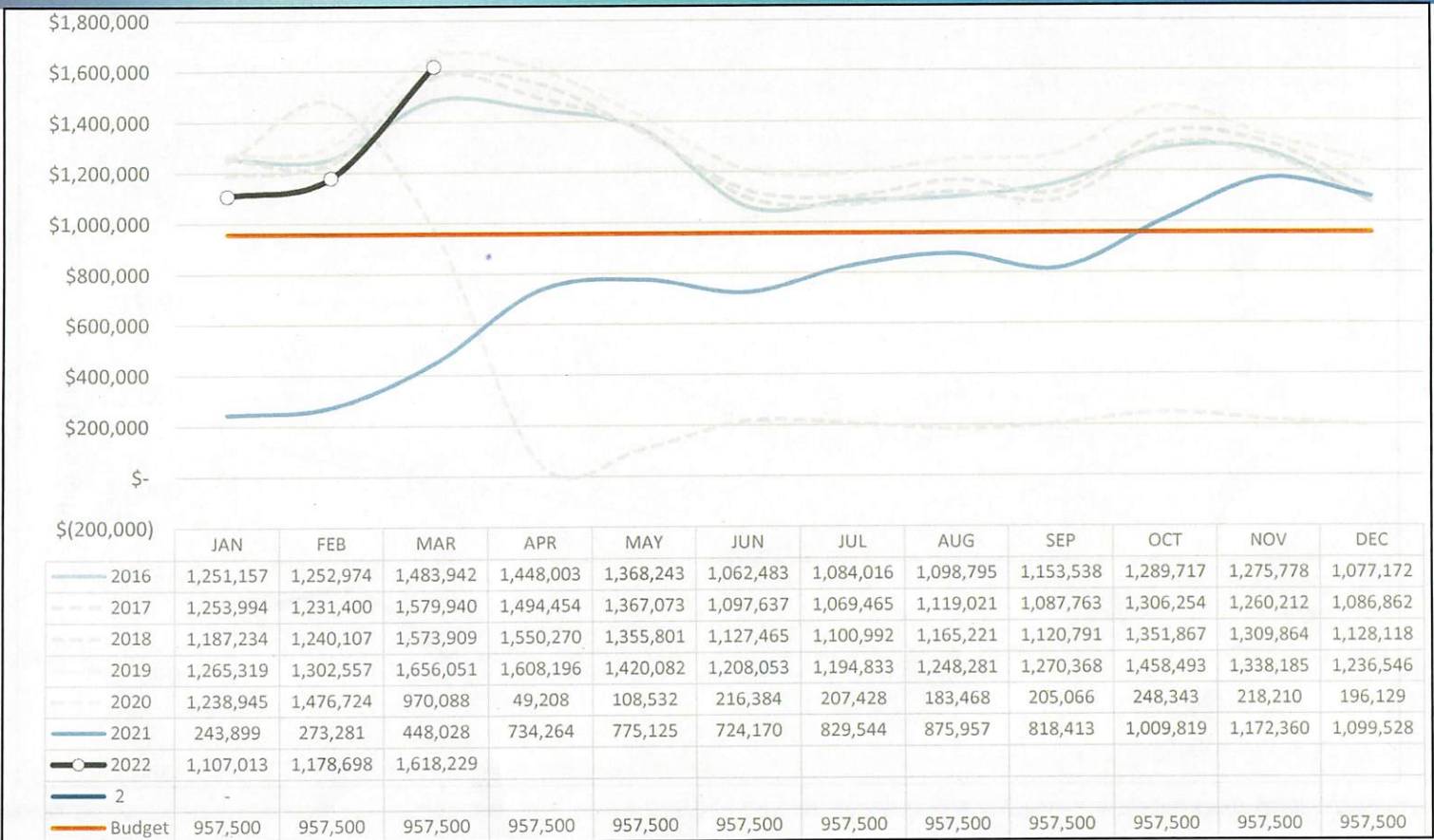
Operating Expense (including FBO)



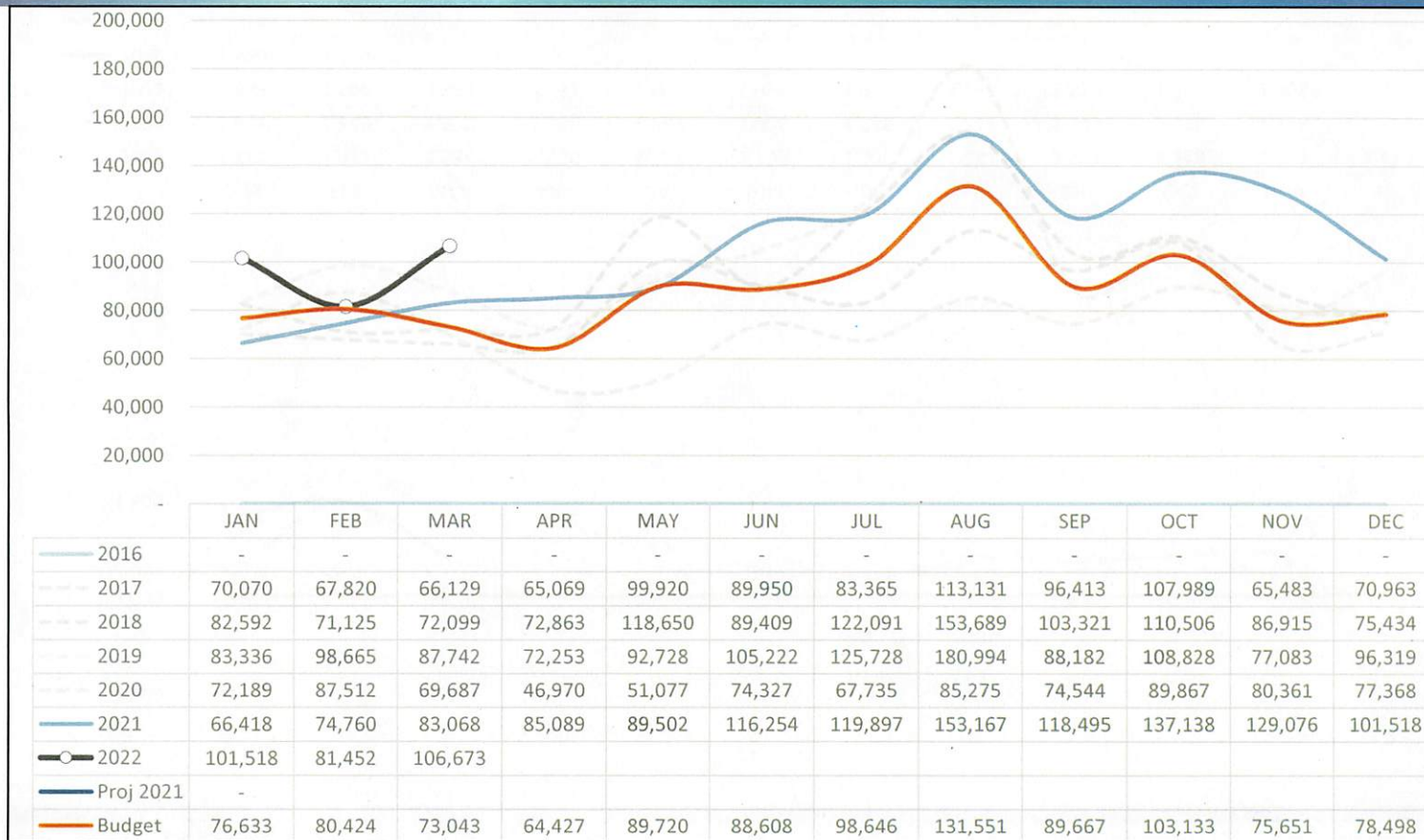
Operating Revenue (including FBO)



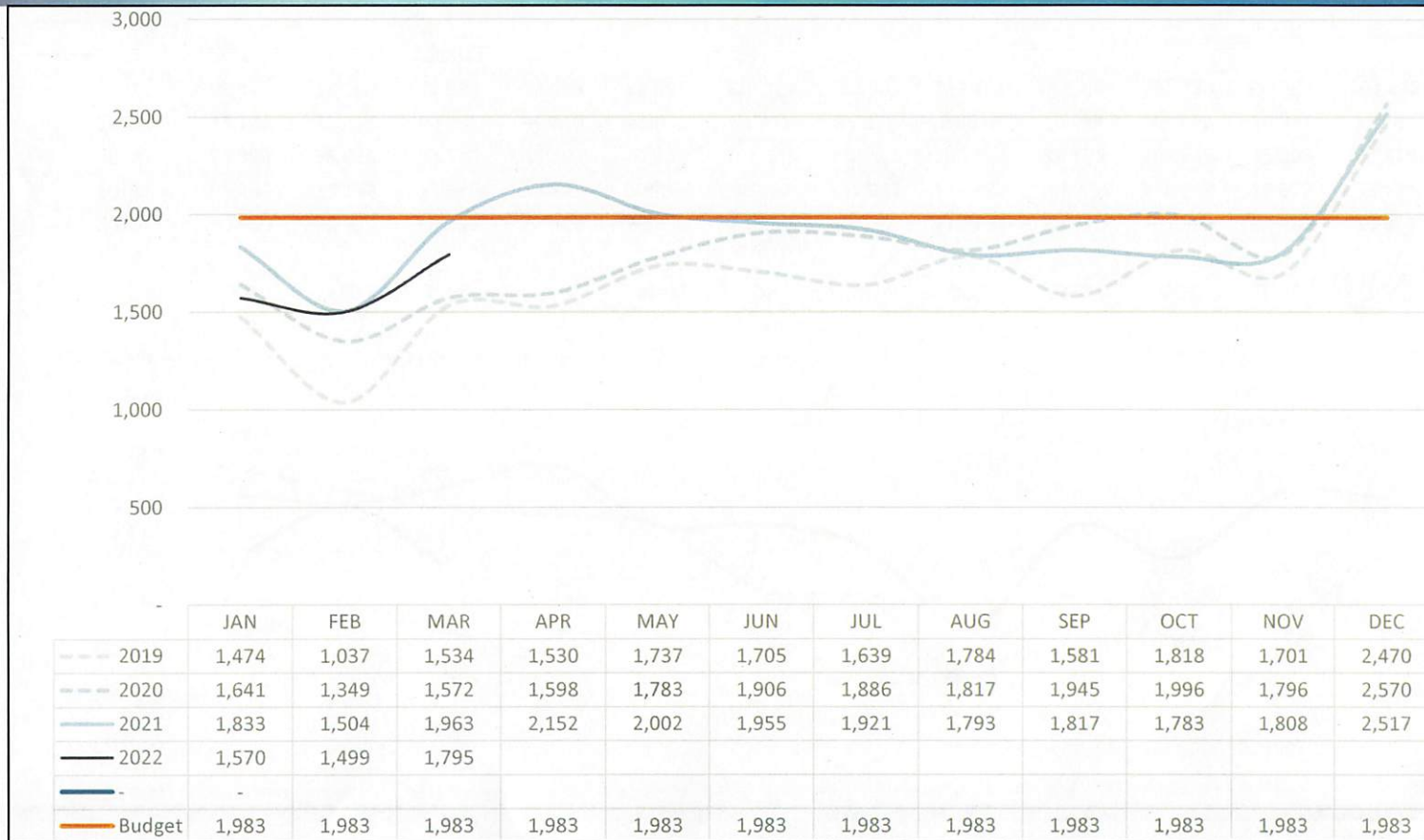
Parking Revenues



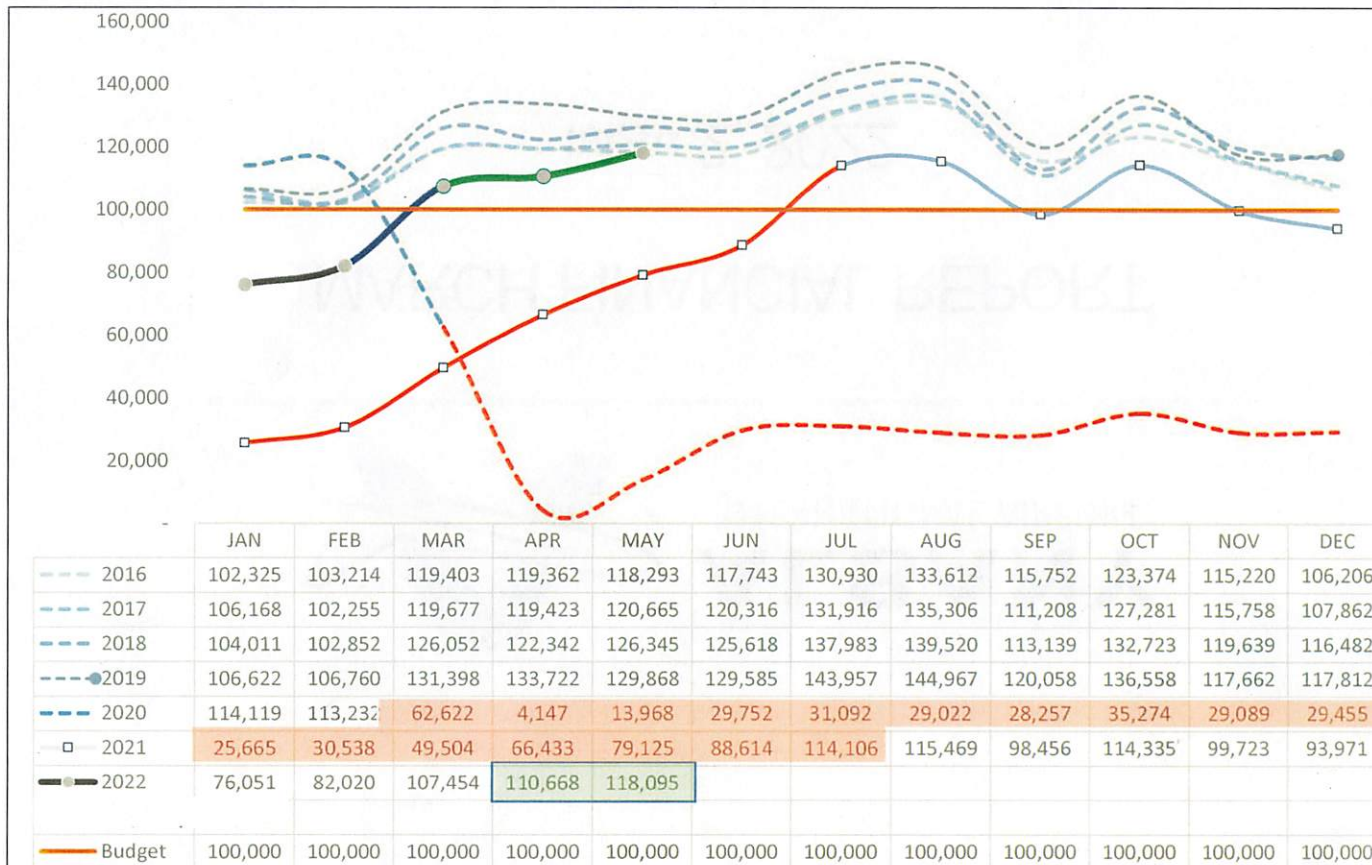
Monthly Jet A FBO only (gallons) – Highest March JETA Fuel Gallons Sold



Monthly Cargo (tons)



Monthly Enplanements

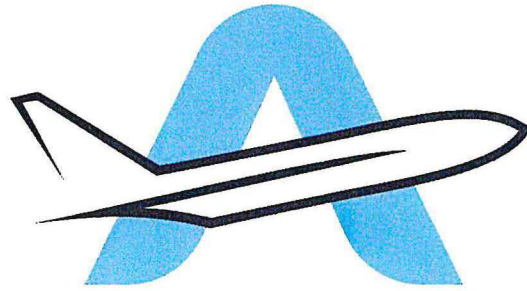




MARCH FINANCIAL REPORT

May 2, 2022

PC



ALBANY

INTERNATIONAL AIRPORT

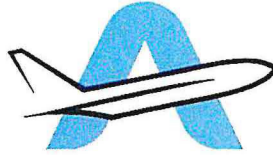
Monthly Financial Report

March 2022

(dated April 26, 2022)

Table of Contents

Transmittal Letter	1
Financial Report	
Statement of Net Position	4
Summary of Revenues, Expenses and Net Results	5
Schedule of Operating Revenues	6
FBO Summary of Revenues, Expenses and Net Results	7
YTD Budget vs. Actual High/Low by Category Report	8
Notes to Financial Statements	12
Schedule of Statistics	13
Schedule of Scheduled Passenger Airline Services	14



April 26, 2022

ACAA Members
Philip F. Calderone, Esq.

INTRODUCTION

The monthly highs and lows in brief are as follows:

- ↑ Month Airport operating profit \$1,243,588;
- ↑ Month FBO operating profit \$241,447;
- ↑ FBO JetA Fuel Gallons sold up YTD 28.8%
- ↑ Parking Revenue, \$1,618,229

Enplanement, Cargo and Operations continue to trend positively from the prior year, as shown below:

	2022 Current Year versus			
	2022 Month Budget	2021 Month Actual	2021 YTD	2021 Prev. 12 Mo.
Enplanements	7.5%	117.1%	149.3%	70.4%
Cargo	(9.5)	(8.5)	(8.2)	0.1
Operations	2.5	26.6	27.4	23.8

	Month	
	Mar21	Mar22
Destination Airports	15	18
Scheduled Monthly Flight	688	1,175
Average Daily Flights	22.2	37.9
Pax Lift (Pax Seats)	67,958	121,434
Enplanements	49,504	107,454

FINANCIAL INFORMATION

Cash Position – Unrestricted (Operating)

The Airport continues to maintain a strong cash position. The Statements of Net Position provided on Page 4 reports unrestricted cash of \$22,818,359 and equates to approximately 8.72 months of operating reserves (Notes to Financial Statements #2, Page 8), this is a nominal change from the prior month.

Cash Position – Restricted

Restricted cash available for capital purposes is as follows:

Projects	\$ 7,734,513
Projects – PFC	8,987,169
Projects – Other	<u>1,353,035</u>
	\$18,074,717

Accounts Receivable

The Accounts Receivable balance is approximately 7.80 of average day total operating revenues.

Equity – YTD Earnings

The Summary of Revenues, Expenses and Net results is provided on Page 5. The Airport recorded a change in net position for the month and year-to-date shown as follows:

	Month	YTD
Airport Operating	\$ 1,243,558	\$ 1,877,865
FBO Profit	<u>241,447</u>	<u>746,469</u>
	1,485,005	2,624,334
Other Rev/Exp (d.ser.)	(485,094)	(1,457,172)
Capital Contributions	-	77,722
Airline Incnt. Payts.	(20,357)	(59,052)
	<u>(505,451)</u>	<u>(1,438,502)</u>
	\$979,554	\$1,185,832*

*Please note, depreciation is not recorded on the monthly financial statements.

Financial Information, continuedOperating Revenues

Airline and Non-Airline Revenue differences are as follows:

	Month Mar21	Month Mar 22
Airline Revenue	\$902,381	\$1,095,560
Non-Airline Revenue		
Airfield	-	3,715
Terminal	183,634	308,287
Ground Transportation	686,004	1,971,961
Other Airport	424,781	428,447
Non-Airline Revenue	<u>1,294,420</u>	<u>2,712,411</u>
	\$2,196,801	\$3,807,971

Airport Operating Expenses

Monthly operating expenses were approximately \$2,564K and \$1,925K for 2022 and 2021, respectively. YTD operating expenses were \$8,152K and \$6,529K for 2022 and 2021, respectively.

AIRPORT OPERATING BUDGET

Monthly operating revenues were favorable by approximately \$838K, due in large part to the increase parking revenues. Monthly operating expenses compared to budget were favorable by approximately \$79K.

YTD operating revenues were favorable by approximately \$1,121K. YTD operating expense were unfavorable by approximately \$222K.

Please see Budget vs. Actual High/Low by Category Reports, pages 10 – 12, for further details. High/Low by Category Report may not reconcile with the Summary of Revenues, Expenses and Net Results as some accounts need to be reflected in former.

MILLION AIR FBO OPERATIONS

Revenues derived from the sale of JetA and AvGas fuels is the largest contributor of FBO revenue. Below are the fuel sold in gallons for both JetA and AvGas:

	2022 Current Year versus			
	2022 Budget	2021 Month	2021 YTD	2021 Prev. 12 Mo.
JetA (gals)	21.9%	28.4%	28.8%	34.7%
AvGas (gals)	(1.5)	31.6	33.2	(11.4)

FBO Summary of Revenues, Expenses and Net results are shown on Page 7.

The FBO had operating profits of \$241,447 and \$746,469, for the month and year-to-date, respectively, both favorable as compared to the budget.

PASSENGER AIRLINE SCHEDULES

Weekly Passenger Airline schedule flight changes over the past months are as follows:

	Begin	+	-	End
Apr20 (week #17)				313
May20 (week #22)				98
Jun20 (week #26)	98	12	(185)	140
July20 (week #30)	140	50	(7)	183
Aug20 (week #34)	183	40	(2)	221
Sep20 (week #39)	221	4	(78)	147
Oct20 (week #44)	147	26	(5)	168
Nov20 (week #49)	168	32	(27)	173
Dec20 (week #53)	173	16	(17)	172
Jan21 (week #21-03)	172	-	(30)	142
Feb21 (week #21-08)	131	12	(1)	142
Mar21 (week #21-12)	142	24	(8)	158
Apr21 (week #21-16)	158	43	(9)	192
May21 (week #21-21)	192	74	(3)	263
Jun21 (week #21-25)	263	21	(44)	240
Jul21 (week #21-29)	240	14	(5)	249
Aug21 (week #21-34)	249	24	(2)	271
Sep21 (week #21-38)	271	13	(18)	266
Oct21 (week #21-42)	266	19	(18)	267
Nov21 (week#21-46)	267	22	(34)	255
Dec21 (week#21-50)	255	7	(19)	243
Jan22 (week#22-04)	243	27	(27)	243
Feb22 (week#22-08)	243	11	(6)	248
Mar22 (week#22-13)	248	28	(11)	265
Apr22 (week#22-17)	265	48	(5)	308
May22 (week#22-21)	308	5	(25)	288

PROJECTIONS

2022 and 2023 enplanement projections are as follows:

	2022	2023
Jan 2022	1,200,000	1,400,000
Feb 2022	1,200,000	1,400,000
Mar 2022	1,200,000	1,400,000
Apr 2022		
May 2022		
Jun 2022		
Jul 2022		
Aug 2022		
Sep 2022		
Oct 2022		
Nov 2022		
Dec 2022		

BOND RATINGS

Apr21	Moody's	A3	Stable
Mar20	S&P Global Ratings	A-	Negative
Apr21	S&P Global Ratings	A-	Stable
	Fitch	Not Rated	

Full Time Filled Positions

Workforce consists of the following full-time positions:

AvPORTS	125
Millionaire	25
ACAA	20
	170
	<u>Begin</u> + - <u>End</u>
Mar 2022	173 2 (5) 170

COMPARISON WITH NATIONAL

Comparison of enplanement and cargo levels with the North American (NAM) amounts as provided by ACI-NA are as follows:

Enplanements

	Month YOY%		YTD YOY%		12YE YOY%	
	NAM	ALB	NAM	ALB	NAM	ALB
Jun20	(78.1)	(77.0)	(53.7)	(54.2)	(24.8)	(25.3)
Jul20	(69.9)	(78.4)	(56.3)	(58.2)	(31.6)	(33.1)
Aug20	(66.7)	(80.0)	(57.7)	(61.2)	(37.8)	(41.0)
Sep20	(63.0)	(76.5)	(58.3)	(62.8)	(43.1)	(47.3)
Oct20	(60.7)	(74.2)	(58.6)	(64.0)	(48.6)	(54.1)
Nov20	(60.2)	(75.3)	(58.7)	(65.0)	(53.4)	(59.9)
Dec20	(61.4)	(75.0)	(58.9)	(65.8)	(58.9)	(65.8)
Jan21	(61.1)	(75.9)	(61.1)	(75.9)	(63.6)	(71.7)
Feb21	(61.2)	(73.0)	(61.2)	(75.3)	(68.3)	(77.2)
Mar21	7.4	(20.9)	(45.8)	(63.5)	(66.5)	(77.1)
Apr21	*	*	(20.6)	(41.5)	(58.0)	(70.2)
May21	*	*	5.2	(18.4)	(47.7)	(62.0)
Jun21	*	*	27.6	0.6	(36.0)	(53.3)
Jul21	*	*	44.7	23.1	(22.3)	(39.9)
Aug21	*	*	55.2	43.1	(7.5)	(22.3)
Sep21	*	*	61.2	56.7	6.8	(4.6)
Oct21	*	*	66.2	69.5	25.2	20.6
Nov21	*	*	71.4	79.8	46.9	49.8
Dec21	*	*	75.1	87.7	75.1	87.7
Jan22	90.6	188.4	90.6	188.4	104.6	137.3
Feb22		168.6		177.6		208.4
Mar22		117.1		149.3		70.4

* Percentage reflects a meaningless amount due to the reduced number of enplanements in April 2020.

Cargo

	NAM	ALB	NAM	ALB	NAM	ALB
Jun20	11.7	11.8	2.2	8.7	1.1	10.0
Jul20	12.7	15.1	3.5	9.7	1.6	10.8
Aug20	1.5	1.8	3.3	8.6	1.8	10.7
Sept20	16.0	23.1	4.7	10.2	3.7	12.5
Oct20	10.0	9.8	5.3	10.1	4.5	12.6
Nov20	10.1	5.6	5.7	10.0	5.6	12.7
Dec20	15.5	4.0	6.5	9.2	6.5	9.2
Jan21	14.9	11.7	14.9	11.7	8.2	9.3
Feb21	4.0	11.5	9.9	11.6	8.4	8.4
Mar21	16.2	24.9	12.6	16.2	10.1	10.1
Apr21*	16.2	34.7	13.5	21.0	11.1	12.4
May21	5.2	12.3	11.7	19.0	11.5	13.2
Jun21	2.3	2.6	9.7	15.9	10.5	12.4
Jul21	(0.8)	1.9	8.2	13.6	9.5	11.2
Aug21	4.4	(1.3)	7.5	11.6	9.4	10.9
Sep21	3.8	(6.6)	7.1	9.3	8.4	8.5
Oct21	(0.5)	(10.6)	6.4	7.0	7.6	6.6
Nov21	4.1	0.7	6.6	6.5	7.5	6.2
Dec21	0.4	(2.1)	5.8	5.5	5.8	5.5
Jan22	(7.30)	(14.3)	(7.3)	(14.3)	4.1	3.3
Feb22		(0.3)		(8.0)		2.6
Mar22		(8.5)		(8.2)		0.1

* adjusted

**Albany County Airport Authority
Statements of Net Position**

	Unaudited March 31, 2021	Unaudited March 31, 2022
<u>ASSETS</u>		
CURRENT ASSETS		
Unrestricted Assets		
Cash and cash equivalents	\$19,297,325	\$22,818,359
Accounts receivable - net	296,373	1,079,375
Lease receivable	-	2,683,477
Prepaid Expenses	430,403	1,159,853
Total Unrestricted Assets	20,024,101	27,741,064
Restricted Assets		
Operating and Renewal Reserves	7,103,806	7,286,433
CFC Funds	449,183	449,727
Capital Funds	5,666,132	7,734,513
PFC Funds	9,161,832	8,987,169
Revenue Bond Funds	9,052,596	9,928,292
FAA Restricted Funds	203,675	203,921
Concession Improvement Funds	698,541	699,387
Total Restricted Assets	32,335,765	35,289,442
Total Current Assets	52,359,866	63,030,506
NON-CURRENT ASSETS		
Capital Assets	283,107,213	277,105,128
Lease Receivable	-	20,212,167
Prepaid Expenses	225,103	209,668
Total Non-Current Assets	283,332,316	297,526,963
Total Assets	335,692,182	360,557,469
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Refunding	1,802,374	1,344,959
OPEB Expenses	504,922	391,588
Pension Expenses	1,046,330	1,136,675
Total Deferred Outflows of Resources	3,353,626	2,873,222
TOTAL ASSETS AND DEFERRED OUTFLOWS	339,045,808	363,430,691
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Payable from Unrestricted Assets	3,154,964	5,321,870
Payable from Restricted Assets	9,310,732	10,324,906
Total Current Liabilities	12,465,696	15,646,776
NON-CURRENT LIABILITIES		
Bonds and other debt obligations	77,033,440	68,233,168
Net OPEB liability	5,782,738	5,735,789
Net pension liability - proportionate share	1,171,764	77,909
Total Non-Current Liabilities	83,987,942	74,046,866
Total Liabilities	96,453,638	89,693,642
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Concession Improvement Funds	649,394	718,988
OPEB expenses	1,552,848	1,156,601
Pension expenses	44,658	1,093,887
Leases	--	22,400,114
Total Deferred Inflows of Resources	2,246,900	25,369,590
<u>NET POSITION</u>		
Invested in Capital Assets, net of Related Debt	204,682,366	208,803,022
Restricted	25,520,266	25,679,041
Unrestricted	10,142,638	13,885,396
Net Position	240,345,270	248,367,459
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	\$ 339,045,808	\$ 363,430,691

Albany County Airport Authority
2022 Summary of Revenues, Expenses and Net Results
For the three months ended March 31, 2022

	Current Month			Year to Date		
	2022 Budget	2021 Actual	2022 Actual	2022 Budget	2021 Actual	2022 Actual
AIRPORT						
OPERATING REVENUES						
Airline	\$ 920,213	\$ 902,381	\$ 1,095,560	\$ 2,760,638	\$ 2,689,638	\$ 3,168,763
Non-Airline	2,049,287	1,294,420	2,712,411	6,147,860	3,346,663	6,861,043
Total Revenues	2,969,500	2,196,801	3,807,971	8,908,498	6,036,301	10,029,806
OPERATING EXPENSES						
Personal Services	872,063	638,546	763,224	2,616,189	2,149,480	2,684,913
Employee Benefits	476,893	412,686	398,777	1,430,679	1,224,173	1,301,780
Utilities & Communications	165,058	209,930	310,780	495,173	610,386	864,590
Purchased Services	458,162	296,442	398,449	1,374,485	1,392,250	1,210,612
Material & Supplies	423,350	282,094	502,165	1,270,049	840,337	1,605,689
Office	61,460	42,806	59,788	184,379	175,303	204,757
Administration	64,765	42,038	84,098	194,295	124,198	232,468
Non-Capital Equipment	121,583	0	47,132	364,750	12,641	47,132
Total Expenses	2,643,334	1,924,542	2,564,413	7,929,999	6,528,768	8,151,941
AIRPORT OPERATING RESULTS	326,166	272,259	1,243,558	978,499	(492,467)	1,877,865
FBO OPERATING RESULTS	99,020	(35,984)	241,447	297,060	197,558	746,469
TOTAL OPERATING RESULTS	425,186	236,275	1,485,005	1,275,559	(294,909)	2,624,334
OTHER REVENUES (EXPENSES)						
Interest Earnings	52,408	8,087	4,077	157,223	23,524	11,481
Passenger Facility Charges	303,367	303,214	303,367	910,101	909,642	910,101
ACAA Debt Service	(835,018)	(844,235)	(835,018)	(2,505,054)	(2,532,705)	(2,505,054)
Insurance Recoveries	-	-	-	-	37,171	-
Grant Income	435,716	1,830,373	11,780	1,307,148	1,844,042	34,200
Improvement Charges	30,700	30,700	30,700	92,100	92,100	92,100
Total Other Revenues(Expenses)	(12,827)	1,328,139	(485,094)	(38,482)	373,774	(1,457,172)
INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS	412,359	1,564,414	999,911	1,237,077	78,865	1,167,162
AIRLINE INCENTIVES	(33,333)	(20,088)	(20,357)	(99,999)	(60,264)	(59,052)
CAPITAL CONTRIBUTIONS		28,206	-		44,540	77,722
INCREASE (DECREASE) IN NET POSITION		\$ 1,572,532	\$ 979,554		63,141	1,185,832
NET POSITION, BEGINNING OF PERIOD					240,282,129	247,181,627
NET POSITION, END OF PERIOD					\$ 240,345,270	\$ 248,367,459
RECONCIATION TO AIRLINE FUNDS REMAINING:						
NET RESULTS BEFORE RESERVES	412,359	1,564,414	999,911	1,237,077	78,865	1,167,162
Less: Capital Improvements	(275,000)	(275,000)	(275,000)	(825,000)	(825,000)	(825,000)
Less: Reserve Requirements	(43,789)	(10,473)	(43,789)	(131,367)	(31,419)	(131,367)
NET RESULTS	93,570	1,278,941	681,122	280,710	(777,554)	210,795
Revenue Sharing:						
Transfer to/from Airlines (50%)	46,785	639,471	340,561	140,355	(388,777)	105,397
Authority Share (50%)	46,785	639,471	340,561	140,355	(388,777)	105,397
Less: Airline Incentives	(33,333)	(20,088)	(20,357)	(99,999)	(60,264)	(59,052)
Net Authority Share	\$ 13,452	\$ 619,383	\$ 320,204	\$ 40,356	\$ (449,041)	\$ 46,345

Albany County Airport Authority
Operating Revenues
For the three months ended March 31, 2022

	Current Month			Year to Date		
	2022 Budget	2021 Actual	2022 Actual	2022 Budget	2021 Actual	2022 Actual
AIRLINE REVENUES						
COMMERCIAL						
Landing Fees-Signatory	\$ 414,865	\$ 279,039	\$ 417,300	\$ 1,244,594	\$ 678,353	\$ 1,096,991
Landing Fees-Non Signatory	4,440	-	-	13,320	12,860	-
Airline Apron Fees	65,328	66,296	65,412	195,984	198,889	196,237
Glycol Disposal Fee	25,120	5,987	33,670	75,359	156,487	157,444
CARGO						
Landing Fees-Signatory	-	59,538	50,549	-	161,509	138,714
Landing Fees-Non Signatory	-	-	3,949	-	6,976	10,201
TERMINAL						
Loading Bridges	48,040	44,841	48,040	144,119	134,523	144,120
Space Rental	361,670	446,680	473,853	1,085,011	1,340,041	1,421,559
Non-Signatory Per Turn Fee	750	-	2,787	2,250	-	3,498
TOTAL AIRLINE REVENUES	920,213	902,381	1,095,560	2,760,638	2,689,638	3,168,763
NON-AIRLINE REVENUES						
AIRFIELD						
Tenant Maintenance	2,500	-	3,715	7,500	14,081	42,245
Total Airfield	2,500	-	3,715	7,500	14,081	42,245
TERMINAL						
Utility Reimbursement	2,000	2,484	2,581	6,000	5,834	7,573
Tenant Maintenance	1,713	-	-	5,140	-	-
Space Rent - Non Airline	60,682	68,539	69,634	182,047	196,439	209,267
Food & Beverage	65,000	37,577	94,900	195,000	80,921	234,937
Retail	62,000	35,866	113,153	186,000	84,788	171,600
Advertising	12,500	15,794	18,100	37,500	81,429	28,107
ATM	1,450	2,656	(1,112)	4,350	7,890	2,168
Operating Permits	21,150	19,318	8,155	63,450	47,737	37,555
Vending Machines	3,000	987	1,713	9,000	3,246	5,099
Baggage Cart Rentals	1,100	413	1,163	3,300	1,113	2,964
Total Terminal	230,595	183,634	308,287	691,786	509,397	699,270
GROUND TRANSPORTATION						
Parking	960,898	448,602	1,618,229	2,882,693	966,287	3,906,610
Rental Cars	399,500	218,086	303,810	1,198,500	539,954	792,659
Access Fees	16,597	4,485	18,725	49,791	28,350	57,960
TNCs	14,583	6,642	22,752	43,750	17,859	52,766
Garage Space Rent	8,376	8,190	8,445	25,129	24,942	25,336
Total Ground Transportation	1,399,954	686,004	1,971,961	4,199,862	1,577,393	4,835,331
OTHER AIRPORT						
Telephone System - Tenants	3,801	-	4,487	11,403	4,265	13,441
Building Rental	9,586	7,347	11,367	28,758	22,033	34,090
Control Tower Rental	67,983	55,481	55,481	203,950	166,444	166,444
Air Cargo Facility	36,110	42,814	40,695	108,329	121,458	119,718
State Executive Hangar	103,924	103,924	103,924	311,771	311,771	311,771
T Hangars	10,102	9,754	11,316	30,307	29,262	34,044
Tie Downs	241	245	248	723	734	745
AV Gas Fuel Sales	4,213	2,823	-	12,639	9,808	140
Industrial Park	50,061	47,330	45,119	150,183	144,155	142,799
Land Rental	36,576	27,380	52,322	109,728	82,639	143,466
Eclipse Hangar	25,141	25,141	25,141	75,424	75,424	75,424
Hangar Rental	42,656	48,052	46,275	127,967	144,156	138,824
Internet and Cable Access	552	385	275	1,655	1,655	1,325
Fingerprinting	2,000	2,389	4,561	6,000	5,966	8,430
Tenant Maintenance	83	-	-	250	-	-
Purchasing Proposals	83	-	-	250	-	-
Ebay/Scrap/Equipment Sales	417	1,789	854	1,250	1,095	1,265
Utility Reimbursement	13,000	22,693	25,919	39,000	59,966	72,865
Reimb of Property Taxes	3,042	-	-	9,125	14,016	14,339
Other	6,667	27,234	464	20,000	50,945	5,067
Total Other Airport	416,237	424,781	428,447	1,248,712	1,245,791	1,284,197
TOTAL NON AIRLINE REVENUES	2,049,287	1,294,420	2,712,411	6,147,860	3,346,663	6,861,043
TOTAL REVENUES	\$ 2,969,499	\$ 2,196,801	\$ 3,807,971	\$ 8,908,498	\$ 6,036,301	\$ 10,029,806

Albany County Airport Authority
FBO Results
For the three months ended March 31, 2022

	Current Month			Year to Date		
	2021 Budget	2020 Actual	2021 Actual	2021 Budget	2020 Actual	2021 Actual
OPERATING REVENUES						
Retail Fuel						
Jet A Fuel Sales	\$ 437,500	\$ 379,093	\$ 510,790	\$ 1,312,500	\$ 995,557	\$ 1,378,892
AvGas Fuel Sales	21,315	17,201	27,336	63,945	39,069	63,551
Commercial AvGas Fuel Sales	1,750	1,656	2,588	5,250	4,024	5,211
Auto & Diesel Fuel Sales	18,333	15,892	27,322	55,000	63,275	97,973
Retail Fuel Sales	478,898	413,842	568,036	1,436,695	1,101,924	1,545,628
Into Plane Fees	42,855	30,655	60,300	128,565	80,875	159,130
Fuel Farm Fees	60,075	26,000	74,887	180,225	75,761	196,503
General Aviation Landing Fees	18,750	17,364	25,294	56,250	44,605	64,537
Aircraft Parking Fees	14,167	12,044	55,732	42,500	32,666	111,150
Deicing Services	152,785	24,058	210,014	458,355	583,914	945,437
FBO Properties	37,500	23,636	31,043	112,500	81,440	95,996
FBO Services	7,917	15,265	20,136	23,750	24,871	36,181
TOTAL REVENUES	812,947	562,865	1,045,443	2,438,840	2,026,057	3,154,561
COST OF SALES						
Fuel Costs - Jet A	261,675	190,775	219,010	785,025	496,703	638,685
Fuel Discounts - Jet A	28,333	26,916	17,933	85,000	67,080	68,454
Fuel Costs - SAF	-	-	-	-	-	-
Fuel Costs - AvGas	14,790	10,214	18,965	44,370	24,171	44,318
Fuel Discounts - AvGas	370	401	624	1,109	878	1,584
Fuel Costs - Commercial AvGas	1,417	1,283	2,000	4,250	3,277	4,108
Fuel Costs - Auto & Diesel	14,167	11,946	21,532	42,500	46,869	73,685
Total Fuel Costs	320,751	241,535	280,064	962,254	638,977	830,834
Deicing Costs - Type I & IV	119,163	12,427	134,503	357,488	315,133	642,231
Catering, Oil & Other	375	-	-	1,125	-	-
Total Cost of Sales	440,289	253,962	414,567	1,320,867	954,110	1,473,065
Net Operating	372,658	308,903	630,876	1,117,973	1,071,947	1,681,496
OPERATING EXPENSES						
Personal Services						
Salaries	109,762	98,116	131,877	329,286	303,983	306,278
Overtime	17,116	9,937	15,483	51,349	28,518	41,059
Total Personal Services	126,878	108,053	147,361	380,635	332,501	347,337
Employee Benefits	40,894	43,131	44,945	122,683	132,385	121,595
Utilities & Communications	6,573	9,770	15,292	19,718	28,366	38,894
Purchased Services	47,811	121,646	36,210	143,434	222,176	108,114
Materials & Supplies						
Buildings	7,842	4,701	58,677	23,527	14,566	98,641
Grounds	3,167	700	688	9,500	1,800	688
Vehicles	27,418	33,028	46,719	82,254	98,365	113,926
Total Materials & Supplies	38,427	38,429	106,083	115,281	114,731	213,254
Administrative Expenses	13,055	23,857	39,539	39,164	44,229	97,299
Non-Capital Equipment	-	-	-	-	-	8,533
TOTAL EXPENSES	273,638	344,887	389,429	820,914	874,389	935,027
FBO Net Operating Results	\$ 99,020	\$ (35,984)	\$ 241,447	\$ 297,060	\$ 197,558	\$ 746,469

Albany County Airport Authority

**Airport Operating Revenue (does not include FBO)
YTD Budget vs. Actual High/Low by Category Report**

For the 3 month period ending March 30/31, 2022

			Budget	Actual	Variance	Cumulative Variance
Revenues						
31	02051	Rental Car Concession	(1,198,500)	(792,659)	(405,841)	(405,841)
31	01010	Landing Fees - Commercial/Signatc	(1,323,750)	(1,096,991)	(226,759)	(632,600)
31	01055	Control Tower Rental	(203,950)	(166,444)	(37,507)	(670,107)
31	02062	Operating Permits	(63,450)	(37,555)	(25,895)	(696,002)
31	09005	Miscellaneous Income	(20,000)	(5,067)	(14,933)	(710,935)
31	02053	Retail Concession	(186,000)	(171,600)	(14,400)	(725,335)
31	01011	Landing Fees - Commercial/Non-Sig	(13,320)		(13,320)	(738,655)
31	03280	Fuel Sales - AV Gas	(12,639)	(140)	(12,499)	(751,154)
31	02054	Advertising	(37,500)	(28,107)	(9,393)	(760,547)
31	03300	Industrial Park	(150,183)	(142,799)	(7,383)	(767,931)
31	03014	Employee Parking	(10,193)	(3,630)	(6,563)	(774,493)
31	02056	Vending Machine Concession	(9,000)	(5,099)	(3,901)	(778,394)
31	02064	ATM Income	(4,350)	(2,168)	(2,183)	(780,576)
31	03024	Off-Airport Parking Facilities	(38,639)	(37,221)	(1,418)	(781,994)
31	03020	Contract Taxi	(3,331)	(1,994)	(1,337)	(783,331)
31	02057	Baggage Cart Concession	(3,300)	(2,964)	(336)	(783,667)
31	02063	Internet & Cable Access	(1,655)	(1,325)	(330)	(783,997)
31	03010	Short Term Parking	(231,000)	(230,717)	(283)	(784,280)
31	09007	Purchasing Proposals	(250)		(250)	(784,530)
31	02012	Baggage Claim Room	(350,167)	(350,167)	0	(784,530)
31	01071	Hangar Maintenance NYS Executiv	(31,000)	(31,000)	0	(784,530)
31	02115	Payphones - Concessions	0		0	(784,530)
31	03023	Off-Airport Rental Cars	0		0	(784,530)
31	01075	Eclipse Hangar Rental	(75,424)	(75,424)	0	(784,530)
31	02011	Rental of Boarding Bridges	(144,119)	(144,120)	0	(784,530)
31	09008	Ebay/Scrap/Equipment Sales	(1,250)	(1,265)	15	(784,515)
31	03200	Tie Downs	(723)	(745)	22	(784,493)
31	03040	Garage Space Rent	(25,129)	(25,336)	207	(784,286)
31	01021	Apron Parking Fees - Commercial	(195,984)	(196,237)	253	(784,033)
31	02105	Telephone - Monthly Usage	0	(648)	648	(783,385)
31	02030	Non Signatory Per Turn Fee	(2,250)	(3,498)	1,248	(782,137)
31	03021	Limousines	(1,808)	(3,145)	1,337	(780,800)
31	02100	Telephone - Monthly Service	(11,403)	(12,794)	1,391	(779,410)
31	02025	Utility Reimbursement	(6,000)	(7,573)	1,573	(777,836)
31	09001	Fingerprinting	(6,000)	(8,430)	2,430	(775,407)
31	03100	T-Hangar Rentals	(30,307)	(34,044)	3,737	(771,670)
31	03013	Economy Parking	(310,500)	(314,986)	4,486	(767,184)
31	03410	Reimbursement of Property Taxes	(9,125)	(14,339)	5,214	(761,970)
31	01060	Building Rental	(28,758)	(34,090)	5,331	(756,638)
31	03027	TNCs	(43,750)	(52,766)	9,016	(747,622)
31	03022	Hotels	(6,013)	(15,600)	9,587	(738,035)
31	01070	Hangar Rental - Airline	(408,738)	(419,595)	10,857	(727,178)
31	01065	NE Quad Cargo Facility	(108,329)	(119,718)	11,389	(715,789)
31	02010	Airline Space Rental	(1,051,466)	(1,071,392)	19,926	(695,863)
31	02020	Non-Airline Space Rental	(182,047)	(209,267)	27,220	(668,643)
31	03500	Tenant Maintenance	(12,890)	(42,245)	29,356	(639,287)
31	01050	Land Rental	(109,728)	(143,466)	33,738	(605,549)
31	03405	Utility Reimbursements	(39,000)	(72,865)	33,865	(571,683)
31	02052	Food & Beverage Concession	(195,000)	(234,937)	39,937	(531,746)
31	01012	Airfield Revenue Sharing	79,156		79,156	(452,591)
31	01035	Glycol Disposal Fee	(75,359)	(157,444)	82,085	(370,506)
31	02013	Terminal Revenue Sharing	316,622		316,622	(53,884)
31	03011	Long Term Parking	(2,331,000)	(3,356,998)	1,025,998	972,114
			<u>(8,908,498)</u>	<u>(9,880,612)</u>	<u>972,114</u>	
			\$ (8,908,498)	\$ (9,880,612)	\$ 972,114	

Albany County Airport Authority

Airport Operating Expenses (does not include FBO)
YTD Budget vs. Actual High/Low by Category Report

For the 3 month period ending March 30/31, 2022

		Budget	Actual	Variance	Cumulative Variance	
Salaries Expense						
34	11000	Salaries	2,344,527	2,397,800	(53,273)	(53,273)
34	12010	Overtime 1.5	176,124	228,586	(52,462)	(105,735)
34	12020	Overtime 2.0	9,779	31,704	(21,924)	(127,659)
34	13000	Temporary Help	2,500		2,500	(125,159)
34	11005	Part Time/Seasonal Salaries	83,258	26,178	57,080	(68,079)
			<u>2,616,189</u>	<u>2,684,267</u>	<u>(68,079)</u>	
Other Employee Expenses						
35	26020	Unemployment Insurance	40,622	52,955	(12,333)	(12,333)
35	26010	Disability Insurance	30,823	39,041	(8,218)	(20,551)
35	21000	Social Security	199,024	201,461	(2,438)	(22,989)
35	29001	TBI Retirement	53,370	55,513	(2,144)	(25,132)
35	29000	NYS Retirement	80,327	80,515	(188)	(25,320)
35	24000	Medical Exams/Abstracts	5,525	5,638	(113)	(25,433)
35	22105	Other Post Employment Benefits (O	43,649	43,649	0	(25,433)
35	23000	Health Insurance - AFLAC	1,625	1,609	16	(25,417)
35	24010	Employee EAP Program	242	178	64	(25,353)
35	22300	Health Insurance - Vision	1,730	1,644	85	(25,267)
35	24015	Smoking Cessation Class	300		300	(24,967)
35	25000	Uniforms & Laundry	12,988	11,425	1,562	(23,405)
35	25005	Uniform Purchases	9,079	3,329	5,750	(17,655)
35	22200	Dental Insurance	35,444	14,423	21,021	3,366
35	26030	Workers Compensation	146,652	103,330	43,322	46,688
35	22000	Health Insurance	769,280	687,069	82,212	128,900
			<u>1,430,679</u>	<u>1,301,780</u>	<u>128,900</u>	
Utilities						
36	31000	Electric	322,313	558,550	(236,238)	(236,238)
36	34000	Sewer	22,875	132,884	(110,009)	(346,246)
36	33000	Natural Gas	60,842	114,390	(53,548)	(399,795)
36	36032	Internet Access	11,403	13,798	(2,395)	(402,190)
36	36015	Telephones-Monthly Service	3,709	3,933	(225)	(402,415)
36	36017	Payphones Annual & Monthly Servis	0		0	(402,415)
36	36012	Telephone - Sheriff	1,025	1,004	21	(402,393)
36	36018	Payphones - Monthly Usage	38		38	(402,356)
36	36010	Telephone Charges-Local	4,339	4,281	58	(402,298)
36	36060	Cable Television	1,436	799	637	(401,661)
36	36016	Telephones-Monthly Usage	750	5	745	(400,916)
36	36011	Telephone Charges-Long Distance	3,972	521	3,451	(397,465)
36	36030	Telephone-Cellular	16,200	11,833	4,367	(393,099)
36	35000	Water	32,388	21,865	10,522	(382,576)
36	36020	Telephone Repairs	13,884	425	13,459	(369,117)
			<u>495,173</u>	<u>864,290</u>	<u>(369,117)</u>	
Purchased Services						
37	41010	Financial Services	25,000	51,886	(26,886)	(26,886)
37	42095	Insurance Claims	3,875	10,207	(6,332)	(33,218)
37	45010	Refuse Removal Services	18,576	22,954	(4,378)	(37,595)
37	42080	Cyber Liability Insurance	5,000	8,861	(3,861)	(41,457)
37	42093	Agency Fee	7,500	11,250	(3,750)	(45,207)
37	42070	Public Official Liability	8,750	10,283	(1,533)	(46,740)
37	44005	Perimeter Security	54,446	55,449	(1,003)	(47,743)
37	42065	Crime Insurance	1,750	1,919	(169)	(47,912)
37	44000	Public Safety	522,967	522,967	0	(47,912)
37	41020	Rates & Charges	0		0	(47,912)
37	44020	Parking Valet Service	0		0	(47,912)
37	49010	Architectural Services	0		0	(47,912)
37	49015	Consultant	12,000	12,000	0	(47,912)
37	49040	Professional Management	106,250	106,250	0	(47,912)
37	49060	Code Enforcement	29,050	29,050	0	(47,912)
37	42041	Environmental Liability	8,837	8,837	0	(47,912)
37	44010	Armored Car Service	1,250	1,089	161	(47,751)
37	42090	Fiduciary Liability	4,500	3,993	507	(47,244)
37	42010	Airport Liability	63,364	62,811	553	(46,691)
37	42020	Automotive Insurance	18,750	17,893	857	(45,834)
37	44030	Employee Shuttle Service	3,125		3,125	(42,709)
37	49020	Engineering Services	7,500	1,685	5,815	(36,893)
37	47010	GIS Services	6,000		6,000	(30,893)
37	49005	Appraisal	6,250		6,250	(24,643)

Albany County Airport Authority

**Airport Operating Expenses (does not include FBO)
YTD Budget vs. Actual High/Low by Category Report**

For the 3 month period ending March 30/31, 2022

		Budget	Actual	Variance	Cumulative Variance	
37	46020	Passenger Info Booth	37,782	30,302	7,480	(17,164)
37	46010	Public Relations	25,000	14,665	10,335	(6,829)
37	43000	Legal Services	12,500		12,500	5,671
37	45000	Janitorial Services	145,298	132,072	13,227	18,898
37	46012	Artistic Exhibits	24,611	10,281	14,330	33,228
37	42060	Property Insurance	73,303	57,330	15,973	49,201
37	47000	Special Studies	16,250		16,250	65,451
37	46015	Advertising	37,500	1,392	36,108	101,559
37	49070	Other Professional Services	87,500	0	87,500	189,059
		<u>1,374,485</u>	<u>1,185,426</u>	<u>189,059</u>		
Material & Supplies						
38	51019	Snow Removal Supplies	62,375	418,286	(355,911)	(355,911)
38	53050	Snow Removal Services	74,500	186,632	(112,132)	(468,043)
38	52051	Control Tower Maintenance	75,000	181,412	(106,412)	(574,454)
38	54011	Diesel Fuel	27,500	76,483	(48,983)	(623,437)
38	53010	Landscaping	3,238	34,006	(30,769)	(654,205)
38	51011	Airfield Lighting	17,500	39,913	(22,413)	(676,619)
38	54010	Gasoline	11,415	26,953	(15,538)	(692,157)
38	52063	Window Washing	20,792	34,766	(13,974)	(706,131)
38	51053	Electric	27,500	41,409	(13,909)	(720,039)
38	53090	T-Hangar Maintenance	23,756	36,603	(12,847)	(732,886)
38	53051	NYS Police Hangar Maintenance	31,250	44,026	(12,776)	(745,662)
38	54021	Vehicle Repair & Maintenance	18,250	26,624	(8,374)	(754,036)
38	54030	General Equipment Repair & Mainte	10,875	14,758	(3,883)	(757,920)
38	51052	Wastewater Conveyance	1,875	5,000	(3,125)	(761,045)
38	53070	Hazardous Waste Management	900	1,504	(604)	(761,649)
38	51017	Airfield Shop Supplies	5,625	6,018	(393)	(762,041)
38	52041	Fire Equipment Testing	1,151	1,222	(70)	(762,112)
38	52059	Storage Space Rental	1,875	1,921	(46)	(762,158)
38	53085	Land Lease	3,859	3,859	0	(762,158)
38	53020	Fencing	225		225	(761,933)
38	51055	Water District Charges	6,250	5,814	436	(761,497)
38	53041	Traffic Light Repairs	500		500	(760,997)
38	51032	Hazardous Material Supplies	1,250	735	515	(760,481)
38	51015	Apron Maintenance	12,500	11,982	518	(759,964)
38	53078	Liquid Waste Disposal	900		900	(759,064)
38	53045	Catch Basin Maintenance	1,000		1,000	(758,064)
38	53060	Dump Fees - Landfill	2,070	918	1,152	(756,912)
38	51031	ARFF Supplies	14,998	13,543	1,455	(755,457)
38	52040	Fire Equipment Services	1,466		1,466	(753,991)
38	54045	ARFF Vehicle Repair & Maintenanc	4,500	3,021	1,479	(752,512)
38	51014	Pavement Repairs	1,500		1,500	(751,012)
38	54022	Vehicle Communication Equipment	1,600	0	1,600	(749,412)
38	53040	Sign Expense	3,313	1,696	1,617	(747,795)
38	52080	Sign Expense	1,625		1,625	(746,170)
38	53071	Wildlife Hazard Management	9,500	7,533	1,967	(744,203)
38	54013	Vehicle/Equipment Tires	8,500	6,367	2,133	(742,071)
38	51010	Fencing	2,250		2,250	(739,821)
38	54060	Mower Repair & Maintenance	3,500	1,094	2,406	(737,415)
38	52036	Automatic Door Repairs & Supplies	3,000	566	2,434	(734,980)
38	54012	Oil / Grease	5,875	3,105	2,770	(732,211)
38	54015	CNG Fuel	5,750	2,751	2,999	(729,212)
38	52071	ID Tags	8,750	5,546	3,204	(726,007)
38	52010	Alarm & PA Systems	21,011	17,305	3,706	(722,302)
38	51030	EMS Supplies	4,046	239	3,807	(718,495)
38	52014	Key Access System	4,125		4,125	(714,370)
38	54070	Vehicle Shop Tools & Supplies	11,250	6,637	4,613	(709,757)
38	52034	Roof	6,250	1,507	4,743	(705,014)
38	54040	Heavy Equipment Maintenance	15,000	9,050	5,950	(699,064)
38	52050	US Customs	12,650	6,036	6,614	(692,449)
38	52012	Card Access System	20,000	13,224	6,776	(685,673)
38	52032	Elevator Repairs & Supplies	28,750	21,613	7,137	(678,536)
38	52020	Baggage System	11,250	3,885	7,365	(671,172)
38	52037	Pest Control	15,352	7,851	7,501	(663,671)
38	51054	Sewer District Charges	7,875		7,875	(655,796)
38	51033	ARFF Foam	8,314		8,314	(647,482)
38	51016	Runway Painting	8,750		8,750	(638,732)
38	52013	CCTV Repair	12,500	2,882	9,618	(629,113)

Albany County Airport Authority

**Airport Operating Expenses (does not include FBO)
YTD Budget vs. Actual High/Low by Category Report**

For the 3 month period ending March 30/31, 2022

			Budget	Actual	Variance	Cumulative Variance
38	52090	Flight Information Displays	9,818	0	9,818	(619,295)
38	51057	System Maintenance & Repairs	45,000	32,308	12,692	(606,602)
38	52062	Janitorial Supplies	60,484	45,688	14,796	(591,806)
38	53048	Snow Removal Supplies	15,250		15,250	(576,556)
38	54050	Snow Equipment Repair & Maintena	22,500	5,257	17,243	(559,314)
38	51020	Rubber Removal	20,000		20,000	(539,314)
38	52031	Electrical Repairs & Supplies	57,488	36,021	21,467	(517,847)
38	53030	Pavement Repairs	25,000	0	25,000	(492,847)
38	52035	Plumbing Repairs & Supplies	39,000	7,981	31,019	(461,828)
38	52033	HVAC	70,313	20,612	49,701	(412,127)
38	52060	Building Maintenance	198,015	116,198	81,817	(330,311)
			<u>1,270,049</u>	<u>1,600,359</u>	<u>(330,311)</u>	
Office/Administration						
39	55015	Hardware/Software Maint Support	110,182	135,743	(25,561)	(25,561)
39	66000	Dues & Subscriptions	13,611	31,917	(18,306)	(43,866)
39	66060	Credit Card Service Charges	98,000	110,859	(12,859)	(56,726)
39	55014	Computer Systems	11,525	22,088	(10,563)	(67,288)
39	66061	EZ Pass Fees	30,000	34,052	(4,052)	(71,340)
39	55070	Payroll Services	10,625	13,887	(3,262)	(74,602)
39	66062	Bank & Paying Agent Fees	1,750	4,090	(2,340)	(76,942)
39	66040	Licenses & Permits	962	2,900	(1,938)	(78,880)
39	55012	Office Equipment Service Agreeemer	2,350	2,664	(314)	(79,194)
39	55032	Printing Outside Services	5,000	4,901	99	(79,095)
39	66011	Authority Board Travel & Education	125		125	(78,970)
39	66002	AAAE	163		163	(78,807)
39	55011	Copy Machine Use	250		250	(78,557)
39	55060	Office Supplies	7,311	7,000	311	(78,246)
39	55050	Reference Materials	425		425	(77,821)
39	66020	Tuition Reimbursement	625		625	(77,196)
39	55040	Postage	2,250	1,198	1,052	(76,144)
39	66012	Authority Management Travel & Edu	5,850	4,706	1,144	(75,000)
39	55030	Printed Forms / Letterhead	2,025	819	1,206	(73,794)
39	66014	Outside Functions	1,250		1,250	(72,544)
39	55010	Office Equipment Rental	4,448	3,154	1,294	(71,250)
39	55031	Parking Ticket Stock	1,500		1,500	(69,750)
39	66013	Function Refreshments	3,750	2,215	1,535	(68,214)
39	66030	Advertising - Public Meetings	5,500	1,537	3,963	(64,251)
39	55020	Office Furniture & Fixtures	4,487		4,487	(59,764)
39	55016	Computer Equipment	22,000	13,118	8,881	(50,883)
39	66050	Property Taxes	9,500		9,500	(41,383)
39	66010	Training / Travel	23,208	11,817	11,391	(29,991)
			<u>378,673</u>	<u>408,664</u>	<u>(29,991)</u>	
Non-Capital Equipment						
41	83000	Equipment	364,750	47,132	317,618	317,618
			<u>364,750</u>	<u>47,132</u>	<u>317,618</u>	
			\$ 7,929,997	\$ 8,091,919	\$ (161,922)	

Notes to Financial Statements

1. Accounting Basis

This financial information is presented for the purposes of comparing budget to actual results and for indicating generally how revenues and expenses have compared to budgeted revenues and expenses through on a monthly basis. The financial information presented herewith is prepared on the Albany County Airport Authority's budgetary basis of accounting.

This report includes preliminary operating and performance statistics, and financial forecasts based upon the budgetary basis of accounting estimates that involve uncertainties that could result in actual financial results differing materially from preliminary estimates.

2. Cash Reserves

2022 Operating Budget - Airport	\$32,120,020
2022 Operating Budget – FBO	<u>8,567,123</u>
	\$40,687,143

Monthly Operating Outflow	(\$40,687,143/12)
	\$3,390,595

Months Operating Reserves Unrestricted
\$22,818,359/\$3,390,595 ~ 6.72 months

Months Operating and Renewal Reserves
\$6,785,412/\$3,390,595 ~ 2.0 months

	Unrest.	Restr	Total
Aug20	4.85	2.0	6.85
Sep20	5.37	2.0	7.37
Oct20	5.31	2.0	7.31
Nov20	5.14	2.0	7.14
Dec20	5.63	2.0	7.63
Jan21	5.30	2.0	7.30
Feb21	5.22	2.0	7.22
Mar21	5.26	2.0	7.26
Apr21	4.63	2.1	6.73
May21	5.23	2.1	7.33
Jun21	5.50	2.1	7.71
Jul21	5.98	2.1	8.08
Aug21	5.99	2.1	8.09
Sep21	6.22	2.1	8.32
Oct21	6.11	2.1	8.21
Nov21	6.19	2.1	8.29
Dec21	6.09	2.1	8.19
Jan22	6.51	2.0	8.51
Feb	6.51	2.0	8.51
Mar	6.72	2.0	8.72

3. Accounts Receivable

The amount of accounts receivables, shown as days of average annual (2022 Budget) daily revenues, is as follows:

$$\$50,481,110 / 365 = \$138,304$$

$$\$1,079,375 / \$138,304 = 7.80$$

Aug 20	10.04
Sep 20	4.52
Oct20	4.65
Nov20	4.46
Dec20	3.75
Jan21	8.52
Feb21	11.47
Mar21	2.36
Apr21	0.74
May21	4.10
Jun21	4.98
Jul21	5.70
Aug21	14.74
Sep21	12.92
Oct21	19.20
Nov21	17.06
Dec21	17.14
Jan22	14.98
Feb	12.53
Mar	7.80

4. Capital Assets

The following are capital expenditures that are greater than \$50,000 and have a useful life greater than one year:

	Collected
Land	\$ 48,201,829
Buildings	247,884,827
Equipment	19,762,574
Improvements	<u>273,662,249</u>
	589,511,479
Accumulated Depreciation	<u>(321,208,749)</u>
	268,302,730
Construction In Progress	<u>7,548,246</u>
	\$275,850,976

5. COVID Relief Funding

The following are grant amounts awarded to the Authority. Revenue is recognized when expenses are submitted for reimbursement, not when they are awarded.

	Awarded	Collected
AIP143-CARES	\$15,277,876	\$15,277,876
AIP144-CHRSSA	5,093,917	-
AIP145-CHRSSA**	320,510	320,510
AIP148-ARPA	12,113,224	-
AIP149-Con Relief	1,282,039	-
Jobs Act of 21*	<u>28,551,945</u>	-
	\$62,639,511	\$15,277,876

* Aka Bipartisan Infrastructure Law, 2022 appropriation \$5,568,244, award pending.

**Closed, March 2022

Albany International Airport
For the three months ended March 31, 2022

	Budget	Current Month		Budget	Year to Date		12 Month Running	
		2021	2022		2021	2022	2021	2022
Statistics								
Enplanements	100,000	49,504	107,454	300,000	105,707	263,494	335,763	1,133,726
Operations								
<i>Passenger</i>	2,462	1,528	2,440	7,386	4,026	6,350	15,498	26,022
<i>Cargo</i>	205	290	290	614	738	766	3,140	3,446
<i>Charter, Corporate & Diversions</i>	240	241	300	720	650	799	2,268	3,525
<i>General Aviation</i>	1,010	1,061	957	3,030	2,681	2,588	14,017	14,025
<i>Military</i>	292	287	325	875.00	790	818	3,402	3,267
Total Operations	4,208	3,407	4,312	12,625	8,885	11,321	38,325	50,285
Landed Weight (1,000)	125,000	67,900	118,021	375,000	168,723	310,558	698,581	1,236,744
Cargo/Mail & Express	1,983.3	1,962.7	1,795.2	5,950.0	5,300.1	4,864.6	22,595.7	22,613.7
Jet A Gallons	87,500	83,068	106,673	262,500	224,246	288,884	874,470	1,339,020
AvGas Gallons	4,350	3,256	4,285	13,050	7,840	10,445	58,380	52,420
Deicing Consortium	11,363	970	6,912	49,238	34,116	37,468	51,382	55,771
Deicing sprayed/retail	13,394	1,687	8,943	58,039	36,981	35,262	47,742	54,903
Parking Revenue	\$ 960,898	\$ 448,602	\$ 1,618,229	\$ 2,882,693	\$ 966,287	\$ 3,906,610	\$ 2,602,126	\$ 11,979,136
Revenue per enplanement	\$ 9.61	\$ 9.06	\$ 15.06	\$ 9.61	\$ 9.14	\$ 14.83	\$ 7.75	\$ 10.57
Transactions		20,782	47,010		45,465	111,169	158,680	467,393
Average transaction		\$ 21.59	\$ 34.42		\$ 21.25	\$ 35.14	\$ 16.40	\$ 25.63
Concession Sales								
Rental Cars		\$ 2,009,892	\$ 3,228,951		\$ 4,866,742	\$ 8,117,428	\$ 21,626,998	\$ 53,103,194
Revenue per enplanement		\$ 40.60	\$ 30.05		\$ 46.04	\$ 30.81	\$ 64.41	\$ 46.84
Food and Beverage		\$ 282,406	\$ 777,917		\$ 571,771	\$ 1,853,025	\$ 1,514,454	\$ 6,821,476
Revenue per enplanement		\$ 5.70	\$ 7.24		\$ 5.41	\$ 7.03	\$ 4.51	\$ 6.02
Retail		\$ 179,332	\$ 334,500		\$ 366,979	\$ 801,036	\$ 1,266,164	\$ 3,760,946
Revenue per enplanement		\$ 3.62	\$ 3.11		\$ 3.47	\$ 3.04	\$ 3.77	\$ 3.32

SCHEDULED AIRLINE PASSENGER SERVICE

Monthly Scheduled Flights are as follows:

	Airlines	Non-Stop Destination Airports	Non-Stop Destination Cities ⁽¹⁾	Scheduled Flights	Average Flights per Day	Monthly Seats Available	Monthly Landed Weight (lbs.)	Enplane.	Projected Load Factor
Jan2020	7	17	13	1,391	44.9	141,803	147,829,062	114,119	80.5%
Jan2021	7	15	11	622	20.6	56,129	58,693,922	25,665	45.7
Apr21	7	14	11	841	28.0	79,363	79,959,604	66,435	83.7
May21	7	17	14	1,097	35.4	106,783	108,428,900	79,125	75.1
Jun21	7	19	14	991	33.0	97,420	96,959,934	88,614	91.0
Jul21	7	19	15	1,100	35.5	114,081	111,304,466	114,106	100.0
Aug21	7	19	15	1,165	37.9	123,051	125,168,610	115,469	94.8
Sep21	7	17	13	1,129	37.6	120,713	116,138,848	98,456	81.6
Oct21	7	18	13	1,182	38.1	125,324	115,091,066	114,335	91.2
Nov21	7	17	12	1,120	37.3	118,803	112,293,096	99,723	83.9
Dec21	7	17	12	1,096	35.4	114,381	111,014,472	93,971	82.1
Jan22	7	18	13	1,066	34.4	111,340	107,337,992	74,020	66.5
Feb22	7	19	13	999	35.7	105,195	99,654,094	82,020	78.0
Mar22	7	18	12	1,175	37.9	121,434	116,508,440	107,454	88.4
Apr22	7	19	13	1,275	42.5	130,529	125,318,092	110,668E	84.8
May22	7	20	15	1,282	41.4	133,592	129,745,040	118,095E	86.5E

⁽¹⁾ Five (5) cities may be served by two or more airports; Chicago (ORD/MDW), New York (EWR/LGA) Orlando (MCO/SFB), Tampa (TPA/PIE/PGD), and Washington DC (DCA/IAD).

Weekly schedule flight changes are as follows:

			<u>Year-To-Date (net)</u>								
			Week		Week		Week		Week		
			#17-2022	+	(-) #22-2022	#04-2022	+	(-) #22-2022	#04-2022	+	(-) #22-2022
1	ATL	Atlanta, GA	21	-	-	21	20	2	(1)	21	
2	BDL	Hartford, CT	-	-	-	-	-	-	-	-	
3	BWI	Baltimore, MD	27	-	-	27	25	3	(1)	27	
4	MDW	Chicago-Midway	13	-	-	13	13	-	-	13	
5	ORD	Chicago-O'Hare	41	-	-	41	28	13	-	41	
6	CLT	Charlotte, NC	21	-	-	21	13	8	-	21	
7	DEN	Denver, CO	-	-	-	-	-	-	-	-	
8	DTW	Detroit, MI	28	-	(2)	26	27	5	(6)	26	
9	FLL	Fort Lauderdale, FL	8	-	(1)	7	4	4	(1)	7	
10	RSW	Fort Myers, FL	-	-	-	-	1	-	(1)	-	
11	MIA	Miami, FL	1	-	(1)	-	1	-	(1)	-	
12	MSP	Minneapolis, MN	-	-	-	-	-	-	-	-	
13	MYR	Myrtle Beach, SC	-	1	-	1	-	1	-	1	
14	BNA	Nashville, TN	1	1	-	2	-	2	-	2	
15	EWR	Newark, NJ	18	-	(5)	13	12	11	(10)	13	
16	LGA	New York, LaGuardia	18	-	-	18	13	5	-	18	
17	MCO	Orlando, FL	17	1	-	18	16	3	(1)	18	
18	SFB	Orlando/Sanford, FL	5	-	(3)	2	-	5	(3)	2	
19	PHL	Philadelphia, PA	28	-	(3)	25	17	12	(4)	25	
20	RDU	Raleigh-Durham, NC	-	2	-	2	-	2	-	2	
21	PGD	Tampa/Punta Gorda, FL	6	-	(4)	2	2	4	(4)	2	
22	TPA	Tampa, FL	2	-	(1)	1	2	6	(7)	1	
23	PIE	Tampa/St. Pete, FL	6	-	(4)	2	2	4	(4)	2	
24	DCA	Washington DC-Reagan	26	-	(1)	25	26	1	(2)	25	
25	IAD	Washington DC-Dulles	<u>21</u>	<u>-</u>	<u>-</u>	<u>21</u>	<u>21</u>	<u>1</u>	<u>(1)</u>	<u>21</u>	
			308	5	(25)	288	243	92	(47)	288	

March 31, 2022
Full Time Positions

	Budget Full Time	Budget Part Time	Budget Total	Filled Full Time	Vacant Full Time	In Process To Fill
AvPORTS						
Apr	155 (adj)	18	173	132	23	7
May	155	19	174	131	23	7
Jun	155	19	174	132	23	7
Jul	155	19	174	132	23	7
Aug(1)	157	19	176	134	23	6
Sep	157	19	176	135	21	4
Oct	157	19	176	131	26	7
Nov	157	19	176	130	25	7
Dec	157	19	176	130	27	6
Jan22	165	15	180	132	33	6
Feb	165	15	180	129	36	8
Mar	165	15	180	125	40	9
FBO						
Apr	33	-	33	30	3	3
May	33	-	33	30	3	3
Jun	33	-	33	29	4	4
Jul	33	-	33	29	4	4
Aug	33	-	33	26	7	7
Sep	33	-	33	26	7	7
Oct	33	-	33	26	7	7
Nov	33	-	33	26	7	7
Dec	33	-	33	24	9	9
Jan22	33	-	33	25	8	8
Feb	33	-	33	26	7	6
Mar	33	-	33	25	8	8
ACAA						
Apr	20 (adj)	3	23	21	-	-
May	20	3	23	20	-	-
Jun	20	3	23	20	-	-
Jul	20	3	23	20	-	-
Aug	20	3	23	20	-	-
Sep	20	3	23	20	-	-
Oct	20	3	23	20	-	-
Nov	20	3	23	20	-	-
Dec	20	3	23	20	-	-
Jan22	20	3	23	20	-	-
Feb	20	3	23	20	-	-
Mar	20	3	23	20	-	-
Total						
Apr	208	21	229	183	26	10
May	208	22	230	181	26	10
Jun	208	22	230	181	27	11
Jul	208	22	230	181	27	11
Aug	210	22	231	180	30	13
Sep	210	22	231	181	28	11
Oct	210	22	232	177	33	14
Nov	210	22	232	176	32	14
Dec	210	22	232	174	36	9
Jan22	218	18	236	177	41	14
Feb	218	18	236	175	43	14
Mar	218	18	236	170	48	14

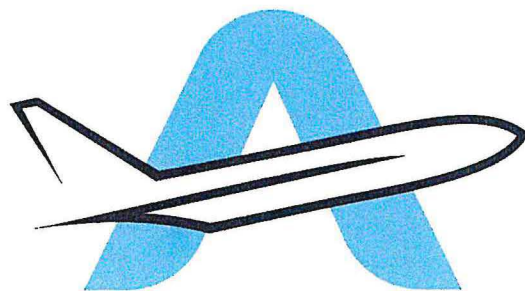
Snowfall

	2019/2020				2020/2021				2021/2022			
	Trace	Events	Amt.	Cum. Amt.	Trace	Events	Amt.	Cum. Amt.	Trace	Events	Amt.	Cum. Amt.
Oct	0	0	0.0"	0.0"	0	0	0.0"	0.0"	0	0	0.0"	0.0"
Nov	4	3	2.3	2.3	7	0	0.0	0.0	3	2	1.4	1.4
Dec	7	4	27.9	30.2	9	3	26.2	26.2	11	6	4.1	5.5
Jan	9	3	5.1	35.3	11	6	12.1	38.3	6	11	8.3	13.8
Feb	9	6	7.0	42.3	9	7	13.8	52.1	9	6	10.7	24.5
Mar	6	3	6.4	48.7	4	1	0.8	52.9	4	3	9.1	33.6
Apr	6	2	1.0	49.7	4	2	0.5	53.4				

Event – Measurable snowfall, 0.1" or greater.

Source: <https://www.ncdc.gov/cdo-web/quickdata>

rc



ALBANY

INTERNATIONAL AIRPORT

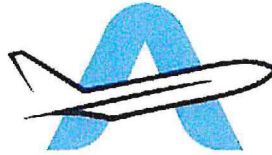
Monthly Financial Report

February 2022

(dated March 29, 2022)

Table of Contents

Transmittal Letter	1
Financial Report	
Statement of Net Position	4
Summary of Revenues, Expenses and Net Results	5
Schedule of Operating Revenues	6
FBO Summary of Revenues, Expenses and Net Results	7
YTD Budget vs. Actual High/Low by Category Report	8
Notes to Financial Statements	12
Schedule of Statistics	13
Schedule of Scheduled Passenger Airline Services	14



March 29, 2022

ACAA Members
Philip F. Calderone, Esq.

INTRODUCTION

The monthly highs and lows in brief are as follows:

- ↑ Month Airport operating profit \$321,975;
- ↑ Month FBO operating profit \$151,531;
- ↓ Unfavorable Monthly Oper Expense vs. Budget

Enplanement, Cargo and Operations continue to trend positively from the prior year, as shown below:

	2022 Current Year versus			
	2022 Month Budget	2021 Month Actual	2021 YTD	2021 12 Mo. Prev.
Enplanements	(18.0%)	168.6%	177.6%	208.4%
Cargo	(24.4)	(0.3)	(8.8)	2.6
Operations	(19.2)	27.7	27.9	25.9

	Month	
	Feb21	Feb22
Destination Airports	16	19
Scheduled Monthly Flight	560	999
Average Daily Flights	20.0	35.7
Pax Lift (Pax Seats)	50,558	105,195
Enplanements	30,538	82,020

FINANCIAL INFORMATION

Cash Position – Unrestricted (Operating)

The Airport continues to maintain a strong cash position. The Statements of Net Position provided on Page 4 reports unrestricted cash of \$22,071,079 and equates to approximately 8.51 months of operating reserves (Notes to Financial Statements #2, Page 8), this is a nominal change from the prior month.

Cash Position – Restricted

Restricted cash available for capital purposes is as follows:

Projects	\$ 8,145,953
Projects – PFC	8,855,688
Projects – Other	<u>1,352,920</u>
	\$18,354,561

Accounts Receivable

The Accounts Receivable balance is approximately 12.53 of average day total operating revenues.

Equity – YTD Earnings

The Summary of Revenues, Expenses and Net results is provided on Page 5. The Airport recorded a change in net position for the month and year-to-date shown as follows:

	Month	YTD
Airport Operating	\$ 321,975	\$ 634,309
FBO Profit	<u>151,531</u>	<u>505,022</u>
	473,506	1,139,311
Other Rev/Exp (d.ser.)	(486,785)	(972,078)
Capital Contributions	77,722	68,386
Airline Incnt. Payts.	<u>(26,500)</u>	<u>(38,695)</u>
	<u>(435,563)</u>	<u>(942,387)</u>
	\$37,943	\$196,924*

*Please note, depreciation is not recorded on the monthly financial statements.

Financial Information, continuedOperating Revenues

Airline and Non-Airline Revenue differences are as follows:

	Month Feb 21	Month Feb 22
Airline Revenue	\$917,685	\$1,028,033
Non-Airline Revenue		
Airfield	8,006	27,976
Terminal	179,940	192,831
Ground Transportation	451,290	1,473,943
Other Airport	387,532	459,161
Non-Airline Revenue	<u>1,026,768</u>	<u>2,153,911</u>
	\$1,944,453	\$3,181,944

Airport Operating Expenses

Monthly operating expenses were approximately \$2,860K and \$2,138K for 2022 and 2021, respectively. YTD operating expenses were \$5,588K and \$4,604K for 2022 and 2021, respectively.

AIRPORT OPERATING BUDGET

Monthly operating revenues were favorable by approximately \$212K, again, due in large part to the increase parking revenues. Monthly operating expenses compared to budget were unfavorable by approximately \$217K.

YTD operating revenues were favorable by approximately \$282K. YTD operating expense were unfavorable by approximately \$301K.

Please see Budget vs. Actual High/Low by Category Reports, pages 10 – 12, for further details. High/Low by Category Report may not reconcile with the Summary of Revenues, Expenses and Net Results as some accounts need to be reflected in former.

MILLION AIR FBO OPERATIONS

Revenues derived from the sale of JetA and AvGas fuels is the largest contributor of FBO revenue. Below are the fuel sold in gallons for both JetA and AvGas:

	2022 Current Year versus			
	2022 Budget	2021 Month	2021 YTD	2021 Prev. 12 Mo.
JetA (gals)	1.3%	9.0%	29.1%	52.8%
AvGas (gals)	(14.3)	38.5	34.4	(24.3)

FBO Summary of Revenues, Expenses and Net results are shown on Page 7.

The FBO had operating profits of \$151,531 and \$505,022, for the month and year-to-date, respectively

PASSENGER AIRLINE SCHEDULES

Weekly Passenger Airline schedule flight changes over the past months are as follows:

	Begin	+	-	End
Apr20 (week #17)				313
May20 (week #22)				98
Jun20 (week #26)	98	12	(185)	140
July20 (week #30)	140	50	(7)	183
Aug20 (week #34)	183	40	(2)	221
Sep20 (week #39)	221	4	(78)	147
Oct20 (week #44)	147	26	(5)	168
Nov20 (week #49)	168	32	(27)	173
Dec20 (week #53)	173	16	(17)	172
Jan21 (week #21-03)	172	-	(30)	142
Feb21 (week #21-08)	131	12	(1)	142
Mar21 (week #21-12)	142	24	(8)	158
Apr21 (week #21-16)	158	43	(9)	192
May21 (week #21-21)	192	74	(3)	263
Jun21 (week #21-25)	263	21	(44)	240
Jul21 (week #21-29)	240	14	(5)	249
Aug21 (week #21-34)	249	24	(2)	271
Sep21 (week #21-38)	271	13	(18)	266
Oct21 (week #21-42)	266	19	(18)	267
Nov21 (week#21-46)	267	22	(34)	255
Dec21 (week#21-50)	255	7	(19)	243
Jan22 (week#22-04)	243	27	(27)	243
Feb22 (week#22-08)	243	11	(6)	248
Mar22 (week#22-13)	248	28	(11)	265
Apr22 (week#22-17)	265	48	(5)	308

PROJECTIONS

2022 and 2023 enplanement projections are as follows:

	2022	2023
Jan 2022	1,200,000	1,400,000
Feb 2022	1,200,000	1,400,000
Mar 2022		
Apr 2022		
May 2022		
Jun 2022		
Jul 2022		
Aug 2022		
Sep 2022		
Oct 2022		
Nov 2022		
Dec 2022		

BOND RATINGS

Apr21	Moody's	A3	Stable
Mar20	S&P Global Ratings	A-	Negative
Apr21	S&P Global Ratings	A-	Stable
	Fitch	Not Rated	

COMPARISON WITH NATIONAL

Comparison of enplanement and cargo levels with the North American (NAM) amounts as provided by ACI-NA are as follows:

Enplanements

	<u>Month YOY%</u>		<u>YTD YOY%</u>		<u>12YE YOY%</u>	
	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
Jun20	(78.1)	(77.0)	(53.7)	(54.2)	(24.8)	(25.3)
Jul20	(69.9)	(78.4)	(56.3)	(58.2)	(31.6)	(33.1)
Aug20	(66.7)	(80.0)	(57.7)	(61.2)	(37.8)	(41.0)
Sep20	(63.0)	(76.5)	(58.3)	(62.8)	(43.1)	(47.3)
Oct20	(60.7)	(74.2)	(58.6)	(64.0)	(48.6)	(54.1)
Nov20	(60.2)	(75.3)	(58.7)	(65.0)	(53.4)	(59.9)
Dec20	(61.4)	(75.0)	(58.9)	(65.8)	(58.9)	(65.8)
Jan21	(61.1)	(75.9)	(61.1)	(75.9)	(63.6)	(71.7)
Feb21	(61.2)	(73.0)	(61.2)	(75.3)	(68.3)	(77.2)
Mar21	7.4	(20.9)	(45.8)	(63.5)	(66.5)	(77.1)
Apr21	*	*	(20.6)	(41.5)	(58.0)	(70.2)
May21	*	*	5.2	(18.4)	(47.7)	(62.0)
Jun21	*	*	27.6	0.6	(36.0)	(53.3)
Jul21	*	*	44.7	23.1	(22.3)	(39.9)
Aug21	*	*	55.2	43.1	(7.5)	(22.3)
Sep21	*	*	61.2	56.7	6.8	(4.6)
Oct21	*	*	66.2	69.5	25.2	20.6
Nov21	*	*	71.4	79.8	46.9	49.8
Dec21	*	*	75.1	87.7	75.1	87.7
Jan22	*	188.4	*	188.4		137.3
Feb22		168.6		177.6		208.4

* Percentage reflects a meaningless amount due to the reduced number of enplanements in April 2020.

Cargo

	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
Jun20	11.7	11.8	2.2	8.7	1.1	10.0
Jul20	12.7	15.1	3.5	9.7	1.6	10.8
Aug20	1.5	1.8	3.3	8.6	1.8	10.7
Sept20	16.0	23.1	4.7	10.2	3.7	12.5
Oct20	10.0	9.8	5.3	10.1	4.5	12.6
Nov20	10.1	5.6	5.7	10.0	5.6	12.7
Dec20	15.5	4.0	6.5	9.2	6.5	9.2
Jan21	14.9	11.7	14.9	11.7	8.2	9.3
Feb21	4.0	11.5	9.9	11.6	8.4	8.4
Mar21	16.2	24.9	12.6	16.2	10.1	10.1
Apr21*	16.2	34.7	13.5	21.0	11.1	12.4
May21	5.2	12.3	11.7	19.0	11.5	13.2
Jun21	2.3	2.6	9.7	15.9	10.5	12.4
Jul21	(0.8)	1.9	8.2	13.6	9.5	11.2
Aug21	4.4	(1.3)	7.5	11.6	9.4	10.9
Sep21	3.8	(6.6)	7.1	9.3	8.4	8.5
Oct21	(0.5)	(10.6)	6.4	7.0	7.6	6.6
Nov21	4.1	0.7	6.6	6.5	7.5	6.2
Dec21	0.4	(2.1)	5.8	5.5	5.8	5.5
Jan22		(14.3)		(14.3)		3.3
Feb22		(0.3)		(8.0)		2.6

* adjusted

**Albany County Airport Authority
Statements of Net Position**

	Unaudited February 28, 2021	Unaudited February 28, 2022
<u>ASSETS</u>		
CURRENT ASSETS		
Unrestricted Assets		
Cash and cash equivalents	\$19,143,922	\$22,071,079
Accounts receivable - net	1,437,855	1,732,766
Lease receivable	--	2,683,477
Prepaid Expenses	503,372	1,298,143
Total Unrestricted Assets	<u>21,085,149</u>	<u>27,785,465</u>
Restricted Assets		
Operating and Renewal Reserves	7,102,304	7,085,815
CFC Funds	449,088	449,689
Capital Funds	4,790,585	8,145,953
PFC Funds	9,009,142	8,855,688
Revenue Bond Funds	8,990,206	9,093,313
FAA Restricted Funds	203,631	203,904
Concession Improvement Funds	698,393	699,327
Total Restricted Assets	<u>31,243,349</u>	<u>34,533,689</u>
Total Current Assets	<u>52,328,498</u>	<u>62,319,154</u>
NON-CURRENT ASSETS		
Capital Assets	282,748,071	276,616,306
Lease Receivable	--	20,212,167
Prepaid Expenses	225,103	209,668
Total Non-Current Assets	<u>282,973,174</u>	<u>297,038,141</u>
Total Assets	<u>335,301,672</u>	<u>359,357,295</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Refunding	1,802,374	1,344,959
OPEB Expenses	504,922	391,588
Pension Expenses	1,046,330	1,136,675
Total Deferred Outflows of Resources	<u>3,353,626</u>	<u>2,873,222</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS	<u>338,655,298</u>	<u>362,230,517</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Payable from Unrestricted Assets	4,772,985	5,921,950
Payable from Restricted Assets	8,918,243	9,556,324
Total Current Liabilities	<u>13,691,228</u>	<u>15,478,274</u>
NON-CURRENT LIABILITIES		
Bonds and other debt obligations	77,033,440	68,233,168
Net OPEB liability	5,762,987	5,721,240
Net pension liability - proportionate share	1,152,198	53,103
Total Non-Current Liabilities	<u>83,948,625</u>	<u>74,007,511</u>
Total Liabilities	<u>97,639,853</u>	<u>89,485,785</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Concession Improvement Funds	645,203	715,559
OPEB expenses	1,552,848	1,156,601
Pension expenses	44,658	1,093,887
Leases	--	22,400,114
Total Deferred Inflows of Resources	<u>2,242,709</u>	<u>25,366,161</u>
<u>NET POSITION</u>		
Invested in Capital Assets, net of Related Debt	203,687,484	209,059,533
Restricted	25,456,229	24,946,602
Unrestricted	<u>9,629,023</u>	<u>13,372,436</u>
Net Position	<u>238,772,736</u>	<u>247,378,571</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 338,655,298</u>	<u>\$ 362,230,517</u>

Albany County Airport Authority
2022 Summary of Revenues, Expenses and Net Results
For the two months ended February 28, 2022

	Current Month			Year to Date		
	2022 Budget	2021 Actual	2022 Actual	2022 Budget	2021 Actual	2022 Actual
AIRPORT						
OPERATING REVENUES						
Airline	\$ 920,213	\$ 917,685	\$ 1,028,033	\$ 1,840,425	\$ 1,787,257	\$ 2,073,202
Non-Airline	2,049,287	1,026,768	2,153,911	4,098,573	2,052,243	4,148,633
Total Revenues	2,969,500	1,944,453	3,181,944	5,938,998	3,839,500	6,221,835
OPERATING EXPENSES						
Personal Services	872,063	694,101	1,118,763	1,744,126	1,510,933	1,921,689
Employee Benefits	476,893	395,782	454,405	953,786	811,487	903,002
Utilities & Communications	165,058	118,426	194,615	330,115	400,456	553,810
Purchased Services	458,162	334,906	379,345	916,323	1,095,808	812,163
Material & Supplies	423,350	456,464	553,721	846,699	558,244	1,103,523
Office	61,460	79,400	87,954	122,919	132,497	144,969
Administration	64,765	58,461	71,166	129,530	82,160	148,370
Non-Capital Equipment	121,583	0	0	243,167	12,641	0
Total Expenses	2,643,334	2,137,540	2,859,969	5,286,665	4,604,226	5,587,526
AIRPORT OPERATING RESULTS	326,166	(193,087)	321,975	652,333	(764,726)	634,309
FBO OPERATING RESULTS	99,020	156,685	151,531	198,040	233,541	505,022
TOTAL OPERATING RESULTS	425,186	(36,402)	473,506	850,373	(531,185)	1,139,331
OTHER REVENUES (EXPENSES)						
Interest Earnings	52,408	7,238	3,526	104,815	15,436	7,404
Passenger Facility Charges	303,367	303,214	303,367	606,734	606,428	606,734
ACAA Debt Service	(835,018)	(844,235)	(835,018)	(1,670,036)	(1,688,470)	(1,670,036)
Line of Credit Interest	-	-	-	-	-	-
Loss on Bond Defeasance	-	-	-	-	-	-
Insurance Recoveries	-	37,171	-	-	37,171	-
Customer Facility Charges Income	-	-	-	-	-	-
Grant Income	435,716	13,187	10,640	871,432	13,669	22,420
Improvement Charges	30,700	30,700	30,700	61,400	61,400	61,400
Total Other Revenues(Expenses)	(12,827)	(452,725)	(486,785)	(25,655)	(954,366)	(972,078)
INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS	412,359	(489,127)	(13,279)	824,718	(1,485,551)	167,253
AIRLINE INCENTIVES	(33,333)	(40,176)	(26,500)	(66,666)	(40,176)	(38,695)
CAPITAL CONTRIBUTIONS		16,334	77,722		16,334	68,386
INCREASE (DECREASE) IN NET POSITION		\$ (512,969)	\$ 37,943		(1,509,393)	196,944
NET POSITION, BEGINNING OF PERIOD					240,282,129	247,181,627
NET POSITION, END OF PERIOD					\$ 238,772,736	\$ 247,378,571
RECONCIATION TO AIRLINE FUNDS REMAINING:						
NET RESULTS BEFORE RESERVES	412,359	(489,127)	(13,279)	824,718	(1,485,551)	167,253
Less: Capital Improvements	(275,000)	(275,000)	(275,000)	(550,000)	(550,000)	(550,000)
Less: Reserve Requirements	(43,789)	(10,473)	(43,789)	(87,578)	(20,946)	(87,578)
NET RESULTS	93,570	(774,600)	(332,068)	187,140	(2,056,497)	(470,325)
Revenue Sharing:						
Transfer to/from Airlines (50%)	46,785	(387,300)	(166,034)	93,570	(1,028,249)	(235,163)
Authority Share (50%)	46,785	(387,300)	(166,034)	93,570	(1,028,249)	(235,163)
Less: Airline Incentives	(33,333)	(40,176)	(26,500)	(66,666)	(40,176)	(38,695)
Net Authority Share	\$ 13,452	\$ (427,476)	\$ (192,534)	\$ 26,904	\$ (1,068,425)	\$ (273,858)

Albany County Airport Authority
Operating Revenues
For the two months ended February 28, 2022

	Current Month			Year to Date		
	2022 Budget	2021 Actual	2022 Actual	2022 Budget	2021 Actual	2022 Actual
AIRLINE REVENUES						
COMMERCIAL						
Landing Fees-Signatory	\$ 414,865	\$ 187,166	\$ 341,902	\$ 829,730	\$ 399,314	\$ 679,691
Landing Fees-Non Signatory	4,440	12,860	0	8,880	12,860	0
Airline Apron Fees	65,328	69,537	65,412	130,656	132,593	130,825
Glycol Disposal Fee	25,120	90,498	53,969	50,239	150,501	123,774
CARGO						
Landing Fees-Signatory	0	42,279	41,823	0	101,971	88,165
Landing Fees-Non Signatory	0	6,976	3,033	0	6,976	6,251
TERMINAL						
Loading Bridges	48,040	48,044	48,040	96,080	89,682	96,080
Space Rental	361,670	460,324	473,853	723,340	893,361	947,706
Non-Signatory Per Turn Fee	750	0	0	1,500	0	711
TOTAL AIRLINE REVENUES	920,213	917,685	1,028,033	1,840,425	1,787,257	2,073,202
NON-AIRLINE REVENUES						
AIRFIELD						
Tenant Maintenance	2,500	8,006	27,976	5,000	14,081	38,530
Total Airfield	2,500	8,006	27,976	5,000	14,081	38,530
TERMINAL						
Utility Reimbursement	2,000	1,647	2,783	4,000	3,350	4,993
Tenant Maintenance	1,713	0	0	3,427	0	0
Space Rent - Non Airline	60,682	68,539	69,533	121,364	127,900	139,633
Food & Beverage	65,000	25,492	72,391	130,000	43,344	140,037
Retail	62,000	20,553	28,348	124,000	48,922	58,447
Advertising	12,500	45,824	0	25,000	65,635	10,007
ATM	1,450	2,614	1,652	2,900	5,234	3,280
Operating Permits	21,150	13,850	15,729	42,300	28,419	29,400
Vending Machines	3,000	1,052	1,544	6,000	2,260	3,386
Baggage Cart Rentals	1,100	369	851	2,200	700	1,801
Total Terminal	230,595	179,940	192,831	461,191	325,762	390,983
GROUND TRANSPORTATION						
Parking	960,898	273,561	1,179,673	1,921,795	517,685	2,288,381
Rental Cars	399,500	170,919	260,344	799,000	321,869	488,849
Access Fees	16,597	(2,416)	11,329	33,194	23,866	39,235
TNCs	14,583	5,108	14,151	29,167	11,217	30,014
Garage Space Rent	8,376	4,119	8,445	16,752	16,752	16,891
Total Ground Transportation	1,399,954	451,290	1,473,943	2,799,908	891,389	2,863,370
OTHER AIRPORT						
Telephone System - Tenants	3,801	0	4,487	7,602	4,265	8,955
Building Rental	9,586	7,347	11,367	19,172	14,685	22,723
Control Tower Rental	67,983	55,481	55,481	135,967	110,963	110,963
Air Cargo Facility	36,110	37,791	79,023	72,219	78,645	79,023
State Executive Hangar	103,924	103,924	103,924	207,847	207,847	207,847
T Hangars	10,102	9,754	11,322	20,205	19,508	22,728
Tie Downs	241	245	248	482	489	497
AV Gas Fuel Sales	4,213	3,408	0	8,426	6,985	140
Industrial Park	50,061	48,625	47,709	100,122	96,826	97,681
Land Rental	36,576	25,130	44,322	73,152	55,260	91,144
Eclipse Hangar	25,141	25,141	25,141	50,283	50,283	50,283
Hangar Rental	42,656	48,052	46,275	85,311	96,104	92,549
Internet and Cable Access	552	385	275	1,103	1,270	1,050
Fingerprinting	2,000	1,421	2,417	4,000	3,577	3,869
Tenant Maintenance	83	0	0	167	0	0
Purchasing Proposals	83	0	0	167	0	0
Ebay/Scrap/Equipment Sales	417	0	0	833	(694)	411
Utility Reimbursement	13,000	17,157	22,780	26,000	37,273	46,946
Reimb of Property Taxes	3,042	0	0	6,083	14,016	14,339
Other	6,667	3,672	4,391	13,333	23,711	4,603
Total Other Airport	416,237	387,532	459,161	832,475	821,010	855,750
TOTAL NON AIRLINE REVENUES	2,049,287	1,026,768	2,153,911	4,098,573	2,052,243	4,148,633
TOTAL REVENUES	\$ 2,969,499	\$ 1,944,453	\$ 3,181,944	\$ 5,938,999	\$ 3,839,500	\$ 6,221,835

February 2022 Monthly Financial Report

Albany County Airport Authority
FBO Results
For the two months ended February 28, 2022

	Current Month			Year to Date		
	2021 Budget	2020 Actual	2021 Actual	2021 Budget	2020 Actual	2021 Actual
OPERATING REVENUES						
Retail Fuel						
Jet A Fuel Sales	\$ 437,500	\$ 332,195	\$ 375,761	\$ 875,000	\$ 616,464	\$ 868,102
AvGas Fuel Sales	21,315	13,155	22,430	42,630	21,867	36,215
Commercial AvGas Fuel Sales	1,750	1,199	1,753	3,500	2,368	2,623
Auto & Diesel Fuel Sales	18,333	26,260	32,845	36,667	47,382	70,652
Retail Fuel Sales	478,898	372,809	432,789	957,797	688,082	977,592
Into Plane Fees	42,855	23,775	48,415	85,710	50,220	98,830
Fuel Farm Fees	60,075	26,034	60,121	120,150	49,761	121,616
General Aviation Landing Fees	18,750	14,129	17,887	37,500	27,242	39,242
Aircraft Parking Fees	14,167	10,775	26,914	28,333	20,622	55,417
Deicing Services	152,785	350,259	311,809	305,570	559,856	735,422
FBO Properties	37,500	28,341	31,643	75,000	57,803	64,953
FBO Services	7,917	4,800	7,743	15,833	9,606	16,045
TOTAL REVENUES	812,947	830,922	937,320	1,625,894	1,463,192	2,109,118
COST OF SALES						
Fuel Costs - Jet A	261,675	169,501	177,065	523,350	305,929	419,675
Fuel Discounts - Jet A	28,333	22,335	16,284	56,667	40,164	50,521
Fuel Costs - AvGas	14,790	8,302	14,591	29,580	13,957	25,354
Fuel Discounts - AvGas	370	274	533	739	477	960
Fuel Costs - Commercial AvGas	1,417	995	1,373	2,833	1,994	2,108
Fuel Costs - Auto & Diesel	14,167	20,976	24,600	28,333	34,923	52,153
Total Fuel Costs	320,751	222,383	234,447	641,502	397,442	550,771
Deicing Costs - Type I & IV	119,163	173,151	254,430	238,326	302,706	507,728
Catering, Oil & Other	375	0	0	750	0	0
Total Cost of Sales	440,289	395,535	488,877	880,578	700,148	1,058,499
Net Operating	372,658	435,388	448,443	745,316	763,043	1,050,620
CATEGORY						
Personal Services						
Salaries	109,762	98,315	83,157	219,524	205,866	174,401
Overtime	17,116	8,374	13,596	34,233	18,581	25,575
Total Personal Services	126,878	106,689	96,753	253,757	224,448	199,976
Employee Benefits	40,894	48,450	40,560	81,788	89,255	76,650
Utilities & Communications	6,573	8,775	13,311	13,145	18,596	23,603
Purchased Services	47,811	28,872	35,190	95,622	100,530	71,904
Materials & Supplies						
Buildings	7,842	12,088	32,321	15,684	9,865	39,965
Grounds	3,167	1,100	0	6,333	1,100	0
Vehicles	27,418	59,540	52,873	54,836	65,337	67,207
Total Materials & Supplies	38,427	72,728	85,194	76,854	76,301	107,171
Administrative Expenses	13,055	13,189	17,372	26,109	20,372	57,761
Non-Capital Equipment	0	0	8,533	0	0	8,533
TOTAL EXPENSES	273,638	278,703	296,912	547,276	529,502	545,598
FBO Net Direct Cost	\$ 99,020	\$ 156,685	\$ 151,531	\$ 198,040	\$ 233,541	\$ 505,022

Albany County Airport Authority

**Airport Operating Revenue (does not include FBO)
YTD Budget vs. Actual High/Low by Category Report**

For the 2 month period ending February 30/31, 2022

		Budget	Actual	Variance	Cumulative Variance	
Revenues						
31	02051	Rental Car Concession	(799,000)	(488,849)	(310,151)	(310,151)
31	01010	Landing Fees - Commercial/Signatc	(882,500)	(679,691)	(202,809)	(512,961)
31	02053	Retail Concession	(124,000)	(58,447)	(65,553)	(578,514)
31	03013	Economy Parking	(207,000)	(172,989)	(34,011)	(612,525)
31	03010	Short Term Parking	(154,000)	(128,881)	(25,119)	(637,644)
31	01055	Control Tower Rental	(135,967)	(110,963)	(25,004)	(662,648)
31	02054	Advertising	(25,000)	(10,007)	(14,993)	(677,641)
31	02062	Operating Permits	(42,300)	(29,400)	(12,900)	(690,541)
31	01011	Landing Fees - Commercial/Non-Si	(8,880)		(8,880)	(699,421)
31	09005	Miscellaneous Income	(13,333)	(4,603)	(8,731)	(708,151)
31	03280	Fuel Sales - AV Gas	(8,426)	(140)	(8,286)	(716,438)
31	03014	Employee Parking	(6,795)	(2,485)	(4,310)	(720,748)
31	03024	Off-Airport Parking Facilities	(25,759)	(21,852)	(3,908)	(724,655)
31	02056	Vending Machine Concession	(6,000)	(3,386)	(2,614)	(727,269)
31	03300	Industrial Park	(100,122)	(97,681)	(2,441)	(729,710)
31	03020	Contract Taxi	(2,221)	(1,392)	(829)	(730,539)
31	02030	Non Signatory Per Turn Fee	(1,500)	(711)	(789)	(731,328)
31	09008	Ebay/Scrap/Equipment Sales	(833)	(411)	(423)	(731,750)
31	02057	Baggage Cart Concession	(2,200)	(1,801)	(399)	(732,150)
31	09007	Purchasing Proposals	(167)		(167)	(732,316)
31	03021	Limousines	(1,206)	(1,042)	(164)	(732,480)
31	09001	Fingerprinting	(4,000)	(3,869)	(131)	(732,611)
31	02063	Internet & Cable Access	(1,103)	(1,050)	(53)	(732,664)
31	02012	Baggage Claim Room	(233,445)	(233,445)	0	(732,664)
31	01071	Hangar Maintenance NYS Executiv	(20,667)	(20,667)	0	(732,664)
31	02115	Payphones - Concessions	0		0	(732,664)
31	03023	Off-Airport Rental Cars	0		0	(732,664)
31	01075	Eclipse Hangar Rental	(50,283)	(50,283)	0	(732,664)
31	02011	Rental of Boarding Bridges	(96,080)	(96,080)	0	(732,664)
31	03200	Tie Downs	(482)	(497)	15	(732,649)
31	03040	Garage Space Rent	(16,752)	(16,891)	138	(732,511)
31	01021	Apron Parking Fees - Commercial	(130,656)	(130,825)	169	(732,343)
31	02064	ATM Income	(2,900)	(3,280)	380	(731,963)
31	02105	Telephone - Monthly Usage	0	(426)	426	(731,538)
31	03027	TNCs	(29,167)	(30,014)	848	(730,690)
31	02100	Telephone - Monthly Service	(7,602)	(8,529)	927	(729,763)
31	02025	Utility Reimbursement	(4,000)	(4,993)	993	(728,770)
31	03100	T-Hangar Rentals	(20,205)	(22,728)	2,523	(726,247)
31	01060	Building Rental	(19,172)	(22,723)	3,551	(722,696)
31	01065	NE Quad Cargo Facility	(72,219)	(79,023)	6,804	(715,892)
31	01070	Hangar Rental - Airline	(272,492)	(279,730)	7,238	(708,654)
31	03410	Reimbursement of Property Taxes	(6,083)	(14,339)	8,256	(700,399)
31	02052	Food & Beverage Concession	(130,000)	(140,037)	10,037	(690,362)
31	03022	Hotels	(4,008)	(14,950)	10,942	(679,420)
31	02010	Airline Space Rental	(700,977)	(714,261)	13,284	(666,136)
31	01050	Land Rental	(73,152)	(91,144)	17,992	(648,144)
31	02020	Non-Airline Space Rental	(121,364)	(139,633)	18,268	(629,875)
31	03405	Utility Reimbursements	(26,000)	(46,946)	20,946	(608,929)
31	03500	Tenant Maintenance	(8,593)	(38,530)	29,937	(578,992)
31	01012	Airfield Revenue Sharing	52,770		52,770	(526,222)
31	01035	Glycol Disposal Fee	(50,239)	(123,774)	73,535	(452,687)
31	02013	Terminal Revenue Sharing	211,081		211,081	(241,606)
31	03011	Long Term Parking	(1,554,000)	(1,983,841)	429,841	188,235
			<u>(5,938,999)</u>	<u>(6,127,234)</u>	<u>188,235</u>	
			\$ (5,938,999)	\$ (6,127,234)	\$ 188,235	

Albany County Airport Authority

Airport Operating Expenses (does not include FBO)
YTD Budget vs. Actual High/Low by Category Report

For the 2 month period ending February 30/31, 2022

		Budget	Actual	Variance	Cumulative Variance	
Salaries Expense						
34	11000	Salaries	1,563,018	1,713,371	(150,353)	(150,353)
34	12010	Overtime 1.5	117,416	175,318	(57,902)	(208,254)
34	12020	Overtime 2.0	6,519	14,702	(8,183)	(216,437)
34	13000	Temporary Help	1,667		1,667	(214,771)
34	11005	Part Time/Seasonal Salaries	55,505	17,653	37,852	(176,918)
			<u>1,744,126</u>	<u>1,921,044</u>	<u>(176,918)</u>	
Other Employee Expenses						
35	26020	Unemployment Insurance	27,081	48,279	(21,197)	(21,197)
35	21000	Social Security	132,682	144,384	(11,702)	(32,899)
35	26010	Disability Insurance	20,549	27,223	(6,674)	(39,573)
35	29001	TBI Retirement	35,580	40,517	(4,937)	(44,511)
35	29000	NYS Retirement	53,551	53,676	(125)	(44,636)
35	22105	Other Post Employment Benefits (O	29,099	29,099	0	(44,636)
35	23000	Health Insurance - AFLAC	1,083	1,073	10	(44,625)
35	22300	Health Insurance - Vision	1,153	1,116	37	(44,588)
35	24010	Employee EAP Program	162		162	(44,427)
35	24015	Smoking Cessation Class	200		200	(44,227)
35	25000	Uniforms & Laundry	8,658	7,002	1,657	(42,570)
35	24000	Medical Exams/Abstracts	3,683	157	3,526	(39,044)
35	25005	Uniform Purchases	6,053	1,815	4,238	(34,806)
35	22200	Dental Insurance	23,630	11,170	12,460	(22,346)
35	26030	Workers Compensation	97,768	70,871	26,897	4,551
35	22000	Health Insurance	512,853	466,621	46,233	50,784
			<u>953,786</u>	<u>903,002</u>	<u>50,784</u>	
Utilities						
36	34000	Sewer	15,250	132,884	(117,634)	(117,634)
36	31000	Electric	214,875	319,714	(104,839)	(222,473)
36	33000	Natural Gas	40,561	79,867	(39,306)	(261,779)
36	36032	Internet Access	7,602	9,175	(1,573)	(263,352)
36	36015	Telephones-Monthly Service	2,473	2,619	(146)	(263,499)
36	36017	Payphones Annual & Monthly Servi	0		0	(263,499)
36	36012	Telephone - Sheriff	683	671	13	(263,486)
36	36018	Payphones - Monthly Usage	25		25	(263,461)
36	36010	Telephone Charges-Local	2,893	2,853	40	(263,421)
36	36060	Cable Television	957	516	441	(262,980)
36	36016	Telephones-Monthly Usage	500	2	498	(262,482)
36	36011	Telephone Charges-Long Distance	2,648	430	2,219	(260,264)
36	36030	Telephone-Cellular	10,800	4,354	6,446	(253,818)
36	36020	Telephone Repairs	9,256	425	8,831	(244,987)
36	35000	Water	21,592		21,592	(223,395)
			<u>330,115</u>	<u>553,510</u>	<u>(223,395)</u>	
Purchased Services						
37	44005	Perimeter Security	36,297	48,940	(12,642)	(12,642)
37	41010	Financial Services	16,667	26,406	(9,739)	(22,381)
37	42095	Insurance Claims	2,583	10,207	(7,624)	(30,005)
37	45010	Refuse Removal Services	12,384	17,710	(5,326)	(35,331)
37	42080	Cyber Liability Insurance	3,333	5,908	(2,574)	(37,905)
37	42093	Agency Fee	5,000	7,500	(2,500)	(40,405)
37	42070	Public Official Liability	5,833	6,855	(1,022)	(41,427)
37	42065	Crime Insurance	1,167	1,280	(113)	(41,540)
37	44000	Public Safety	348,645	348,645	0	(41,540)
37	41020	Rates & Charges	0		0	(41,540)
37	44020	Parking Valet Service	0		0	(41,540)
37	49010	Architectural Services	0		0	(41,540)
37	49040	Professional Management	70,833	70,833	0	(41,540)
37	49060	Code Enforcement	19,367	19,367	0	(41,540)
37	42041	Environmental Liability	5,892	5,892	0	(41,540)
37	44010	Armored Car Service	833	697	136	(41,404)
37	42090	Fiduciary Liability	3,000	2,662	338	(41,066)
37	42020	Automotive Insurance	12,500	11,929	571	(40,494)
37	42010	Airport Liability	42,242	41,460	782	(39,712)
37	49015	Consultant	8,000	6,125	1,875	(37,837)
37	44030	Employee Shuttle Service	2,084		2,084	(35,754)
37	47010	GIS Services	4,000		4,000	(31,754)
37	49020	Engineering Services	5,000	863	4,138	(27,616)
37	49005	Appraisal	4,167		4,167	(23,449)

Albany County Airport Authority

**Airport Operating Expenses (does not include FBO)
YTD Budget vs. Actual High/Low by Category Report
For the 2 month period ending February 30/31, 2022**

		Budget	Actual	Variance	Cumulative Variance	
37	46010	Public Relations	16,667	12,415	4,252	(19,198)
37	46020	Passenger Info Booth	25,188	20,202	4,986	(14,211)
37	43000	Legal Services	8,333		8,333	(5,878)
37	45000	Janitorial Services	96,865	87,508	9,357	3,479
37	46012	Artistic Exhibits	16,408	6,337	10,071	13,550
37	47000	Special Studies	10,833		10,833	24,384
37	42060	Property Insurance	48,869	33,140	15,729	40,112
37	46015	Advertising	25,000	1,140	23,860	63,972
37	49070	Other Professional Services	58,333	0	58,333	122,306
			<u>916,323</u>	<u>794,018</u>	<u>122,306</u>	
Material & Supplies						
38	51019	Snow Removal Supplies	41,583	306,637	(265,054)	(265,054)
38	53050	Snow Removal Services	49,667	155,633	(105,966)	(371,020)
38	52051	Control Tower Maintenance	50,000	142,104	(92,104)	(463,124)
38	54011	Diesel Fuel	18,333	47,295	(28,962)	(492,086)
38	52063	Window Washing	13,862	32,546	(18,684)	(510,771)
38	53051	NYS Police Hangar Maintenance	20,833	36,625	(15,792)	(526,562)
38	54010	Gasoline	7,610	16,516	(8,906)	(535,468)
38	53090	T-Hangar Maintenance	15,838	24,164	(8,327)	(543,795)
38	53010	Landscaping	2,158	7,478	(5,320)	(549,115)
38	51053	Electric	18,333	23,448	(5,115)	(554,230)
38	51052	Wastewater Conveyance	1,250	5,000	(3,750)	(557,980)
38	51015	Apron Maintenance	8,333	11,982	(3,649)	(561,629)
38	51031	ARFF Supplies	9,999	13,214	(3,215)	(564,844)
38	53071	Wildlife Hazard Management	6,333	7,533	(1,200)	(566,044)
38	54030	General Equipment Repair & Mainte	7,250	7,986	(736)	(566,779)
38	52010	Alarm & PA Systems	14,007	14,724	(717)	(567,496)
38	51017	Airfield Shop Supplies	3,750	4,382	(632)	(568,128)
38	51011	Airfield Lighting	11,667	12,142	(476)	(568,604)
38	52041	Fire Equipment Testing	768	1,222	(454)	(569,058)
38	53070	Hazardous Waste Management	600	925	(325)	(569,383)
38	52059	Storage Space Rental	1,250	1,288	(38)	(569,421)
38	53085	Land Lease	2,573	2,573	0	(569,421)
38	54045	ARFF Vehicle Repair & Maintenanc	3,000	2,930	70	(569,350)
38	52012	Card Access System	13,333	13,224	110	(569,240)
38	53020	Fencing	150		150	(569,090)
38	53041	Traffic Light Repairs	333		333	(568,757)
38	53078	Liquid Waste Disposal	600		600	(568,157)
38	53045	Catch Basin Maintenance	667		667	(567,490)
38	51055	Water District Charges	4,167	3,429	738	(566,753)
38	51032	Hazardous Material Supplies	833	27	806	(565,946)
38	52040	Fire Equipment Services	978		978	(564,969)
38	51014	Pavement Repairs	1,000		1,000	(563,969)
38	54022	Vehicle Communication Equipment	1,067	0	1,067	(562,902)
38	52080	Sign Expense	1,083		1,083	(561,819)
38	54021	Vehicle Repair & Maintenance	12,167	10,990	1,177	(560,642)
38	54060	Mower Repair & Maintenance	2,333	1,094	1,239	(559,402)
38	53060	Dump Fees - Landfill	1,380		1,380	(558,022)
38	51010	Fencing	1,500		1,500	(556,522)
38	53040	Sign Expense	2,208	661	1,547	(554,975)
38	52036	Automatic Door Repairs & Supplies	2,000	281	1,719	(553,257)
38	54015	CNG Fuel	3,833	1,741	2,092	(551,165)
38	52050	US Customs	8,433	5,961	2,473	(548,692)
38	54070	Vehicle Shop Tools & Supplies	7,500	4,854	2,646	(546,046)
38	51030	EMS Supplies	2,697	0	2,697	(543,349)
38	52014	Key Access System	2,750		2,750	(540,599)
38	54012	Oil / Grease	3,917	820	3,097	(537,502)
38	52034	Roof	4,167		4,167	(533,335)
38	54013	Vehicle/Equipment Tires	5,667	1,251	4,415	(528,920)
38	54040	Heavy Equipment Maintenance	10,000	5,111	4,889	(524,030)
38	52020	Baggage System	7,500	2,313	5,188	(518,843)
38	51054	Sewer District Charges	5,250		5,250	(513,593)
38	51033	ARFF Foam	5,543		5,543	(508,050)
38	51016	Runway Painting	5,833		5,833	(502,217)
38	52071	ID Tags	5,833		5,833	(496,383)
38	52037	Pest Control	10,235	4,359	5,876	(490,508)
38	52090	Flight Information Displays	6,546	0	6,546	(483,962)
38	52032	Elevator Repairs & Supplies	19,167	11,615	7,552	(476,410)

Albany County Airport Authority
Airport Operating Expenses (does not include FBO)
YTD Budget vs. Actual High/Low by Category Report
For the 2 month period ending February 30/31, 2022

		Budget	Actual	Variance	Cumulative Variance	
38	52013	CCTV Repair	8,333	421	7,913	(468,497)
38	53048	Snow Removal Supplies	10,167		10,167	(458,331)
38	51020	Rubber Removal	13,333		13,333	(444,997)
38	54050	Snow Equipment Repair & Maintena	15,000	1,103	13,897	(431,100)
38	52062	Janitorial Supplies	40,322	24,720	15,603	(415,497)
38	53030	Pavement Repairs	16,667	0	16,667	(398,831)
38	52035	Plumbing Repairs & Supplies	26,000	4,492	21,508	(377,323)
38	51057	System Maintenance & Repairs	30,000	3,803	26,197	(351,125)
38	52033	HVAC	46,875	17,404	29,471	(321,654)
38	52031	Electrical Repairs & Supplies	38,325	7,020	31,305	(290,349)
38	52060	Building Maintenance	132,010	93,156	38,854	(251,495)
		<u>846,699</u>	<u>1,098,194</u>	<u>(251,495)</u>		
Office/Administration						
39	55015	Hardware/Software Maint Support	73,455	89,434	(15,979)	(15,979)
39	55014	Computer Systems	7,683	21,318	(13,635)	(29,614)
39	66000	Dues & Subscriptions	9,074	21,895	(12,821)	(42,434)
39	66060	Credit Card Service Charges	65,333	73,208	(7,875)	(50,309)
39	55070	Payroll Services	7,083	10,665	(3,581)	(53,890)
39	66040	Licenses & Permits	642	2,900	(2,258)	(56,148)
39	55060	Office Supplies	4,874	4,945	(71)	(56,219)
39	66011	Authority Board Travel & Education	83		83	(56,136)
39	66002	AAAE	108		108	(56,028)
39	55011	Copy Machine Use	167		167	(55,861)
39	55032	Printing Outside Services	3,333	3,160	174	(55,687)
39	55040	Postage	1,500	1,311	189	(55,498)
39	66012	Authority Management Travel & Edu	3,900	3,676	224	(55,275)
39	55050	Reference Materials	283		283	(54,991)
39	66020	Tuition Reimbursement	417		417	(54,575)
39	55030	Printed Forms / Letterhead	1,350	819	531	(54,044)
39	55012	Office Equipment Service Agreeemer	1,566	922	644	(53,400)
39	66014	Outside Functions	833		833	(52,566)
39	55031	Parking Ticket Stock	1,000		1,000	(51,566)
39	66062	Bank & Paying Agent Fees	1,167	60	1,107	(50,460)
39	66061	EZ Pass Fees	20,000	18,473	1,527	(48,933)
39	55010	Office Equipment Rental	2,966	1,362	1,603	(47,330)
39	66013	Function Refreshments	2,500	778	1,722	(45,608)
39	55020	Office Furniture & Fixtures	2,992		2,992	(42,616)
39	66030	Advertising - Public Meetings	3,667	90	3,577	(39,039)
39	55016	Computer Equipment	14,667	11,019	3,647	(35,392)
39	66050	Property Taxes	6,333		6,333	(29,058)
39	66010	Training / Travel	15,472	3,192	12,281	(16,778)
		<u>252,449</u>	<u>269,226</u>	<u>(16,778)</u>		
Non-Capital Equipment						
41	83000	Equipment	243,167	0	243,167	243,167
		<u>243,167</u>	<u>0</u>	<u>243,167</u>		
		<u>\$ 5,286,665</u>	<u>\$ 5,538,995</u>	<u>\$ (252,330)</u>		

Notes to Financial Statements

1. Accounting Basis

This financial information is presented for the purposes of comparing budget to actual results and for indicating generally how revenues and expenses have compared to budgeted revenues and expenses through on a monthly basis. The financial information presented herewith is prepared on the Albany County Airport Authority's budgetary basis of accounting.

This report includes preliminary operating and performance statistics, and financial forecasts based upon the budgetary basis of accounting estimates that involve uncertainties that could result in actual financial results differing materially from preliminary estimates.

2. Cash Reserves

2022 Operating Budget - Airport	\$32,120,020
2021 Operating Budget – FBO	<u>8,567,123</u>
	\$40,687,143

Monthly Operating Outflow (\$40,687,143/12)
\$3,390,595

Months Operating Reserves Unrestricted
\$22,071,079/\$3,390,595 ~ 6.51 months

Months Operating and Renewal Reserves
\$6,784,837/\$3,390,595 ~ 2.0 months

\$200,000 transferred on March 3, 2022 to have reserve amount equal \$6,785,233.

	Unrest.	Restr	Total
Aug20	4.85	2.0	6.85
Sep20	5.37	2.0	7.37
Oct20	5.31	2.0	7.31
Nov20	5.14	2.0	7.14
Dec20	5.63	2.0	7.63
Jan21	5.30	2.0	7.30
Feb21	5.22	2.0	7.22
Mar21	5.26	2.0	7.26
Apr21	4.63	2.1	6.73
May21	5.23	2.1	7.33
Jun21	5.50	2.1	7.71
Jul21	5.98	2.1	8.08
Aug21	5.99	2.1	8.09
Sep21	6.22	2.1	8.32
Oct21	6.11	2.1	8.21
Nov21	6.19	2.1	8.29
Dec21	6.09	2.1	8.19
Jan22	6.51	2.0	8.51

3. Accounts Receivable

The amount of accounts receivables, shown as days of average annual (2022 Budget) daily revenues, is as follows:

$$\$50,481,110 / 365 = \$138,304$$

$$\$1,732,766 / \$138,304 = 12.53$$

Aug 20	10.04
Sep 20	4.52
Oct20	4.65
Nov20	4.46
Dec20	3.75
Jan21	8.52
Feb21	11.47
Mar21	2.36
Apr21	0.74
May21	4.10
Jun21	4.98
Jul21	5.70
Aug21	14.74
Sep21	12.92
Oct21	19.20
Nov21	17.06
Dec21	17.14
Jan22	14.98
Feb22	12.53

4. Capital Assets

The following are capital expenditures that are greater than \$50,000 and have a useful life greater than one year:

	Collected
Land	\$ 48,201,829
Buildings	247,884,827
Equipment	19,762,574
Improvements	<u>273,662,249</u>
	589,511,479
Accumulated Depreciation	<u>(321,208,749)</u>
	268,302,730
Construction In Progress	<u>8,313,576</u>
	\$276,616,306

5. COVID Relief Funding

The following are grant amounts awarded to the Authority. Revenue is recognized when expenses are submitted for reimbursement, not when they are awarded.

	Awarded	Collected
AIP143-CARES	\$15,277,876	\$15,277,876
AIP144-CHRSSA	5,093,917	-
AIP145-CHRSSA	320,510	-
AIP148-ARPA	12,113,224	-
AIP149-Con Relief	1,282,039	-
Jobs Act of 21*	<u>28,551,945</u>	-
	\$62,639,511	\$15,277,876

* Aka Bipartisan Infrastructure Law, 2022 appropriation \$5,568,244, award pending.

Albany International Airport
For the two months ended February, 2022

	Budget	Current Month		Budget	Year to Date		12 Month Running	
		2021	2022		2021	2022	2021	2022
Statistics								
Enplanements	100,000	30,538	82,020	200,000	56,203	156,040	348,881	1,075,776
	-13.0%		180.8%			177.8%		208.4%
Operations								
Passenger	2,462	1,192	1,930	4,924	2,498	3,910	16,588	25,110
Cargo	205	222	230	410	448	476	3,124	3,446
Charter, Corporate & Diversions	240	173	207	480	409	499	2,189	3,466
General Aviation	1,010	811	787	2,020	1,620	1,631	13,936	14,129
Military	292	264	245	583	503	493	3,400	3,229
Total Operations	4,208	2,662	3,399	8,417	5,478	7,009	39,237	49,380
	-15.3%		277.3%			21.9%		25.9%
Landed Weight	125,000	48,719	96,856	250,000	100,823	192,537	751,676	1,186,624
	-22.5%		96.3%			81.0%		87.0%
Cargo/Mail & Express	1,983	1,504.4	1,499.2	3,967	3,337.5	3,069.4	22,204.8	22,781.1
	-24.4%		-46.3%			-8.9%		2.6%
Jet A Gallons	80,424	74,760	81,452	157,057	141,178	182,211	861,089	1,315,415
	-1.3%		5.0%			20.1%		52.0%
AvGas Gallons	4,350	2,693	3,730	8,700	4,584	6,160	59,721	45,231
	-14.3%		38.5%			31.4%		-24.3%
Deicing Consortium	6,313	18,478	14,977	12,625	33,146	30,556	54,137	49,829
Deicing sprayed/retail	7,441	23,875	9,907	14,882	35,294	26,319	53,222	47,647
Parking Revenue	\$ 960,898	\$ 273,561	\$ 1,179,673	\$ 1,921,795	\$ 517,685	\$ 2,288,381	\$ 3,123,948	\$ 10,809,509
Revenue per enplanement	\$ 9.61	\$ 8.96	\$ 14.38	\$ 9.61	\$ 9.21	\$ 14.67	\$ 8.95	\$ 10.05
Transactions		12,499	32,782		24,683	64,159	171,199	441,165
Average transaction		\$ 21.89	\$ 35.99		\$ 20.97	\$ 35.67	\$ 18.25	\$ 24.50
Concession Sales								
Rental Cars		\$ 1,509,662	\$ 2,603,432		\$ 2,856,850	\$ 4,888,477	\$ 21,710,352	\$ 51,884,135
Revenue per enplanement		\$ 49.44	\$ 31.74		\$ 50.83	\$ 31.33	\$ 62.23	\$ 48.23
Food and Beverage		\$ 185,953	\$ 561,907		\$ 289,365	\$ 1,075,108	\$ 1,671,707	\$ 6,325,965
Revenue per enplanement		\$ 6.09	\$ 6.85		\$ 5.15	\$ 6.89	\$ 4.79	\$ 5.88
Retail		\$ 102,763	\$ 255,178		\$ 187,648	\$ 466,536	\$ 1,254,017	\$ 3,605,777
Revenue per enplanement		\$ 3.37	\$ 3.11		\$ 3.34	\$ 2.99	\$ 3.59	\$ 3.35

SCHEDULED AIRLINE PASSENGER SERVICE

Monthly Scheduled Flights are as follows:

	Airlines	Non-Stop Destination Airports	Non-Stop Destination Cities ⁽¹⁾	Scheduled Flights	Average Flights per Day	Monthly Seats Available	Monthly Landed Weight (lbs.)	Enplane.	Projected Load Factor
Jan2020	7	17	13	1,391	44.9	141,803	147,829,062	114,119	80.5%
Jan2021	7	15	11	622	20.6	56,129	58,693,922	25,665	45.7
Mar21	7	15	10	688	22.2	67,958	67,148,188	49,504	72.8
Apr21	7	14	11	841	28.0	79,363	79,959,604	66,435	83.7
May21	7	17	14	1,097	35.4	106,783	108,428,900	79,125	75.1
Jun21	7	19	14	991	33.0	97,420	96,959,934	88,614	91.0
Jul21	7	19	15	1,100	35.5	114,081	111,304,466	114,106	100.0
Aug21	7	19	15	1,165	37.9	123,051	125,168,610	115,469	94.8
Sep21	7	17	13	1,129	37.6	120,713	116,138,848	98,456	81.6
Oct21	7	18	13	1,182	38.1	125,324	115,091,066	114,335	91.2
Nov21	7	17	12	1,120	37.3	118,803	112,293,096	99,723	83.9
Dec21	7	17	12	1,096	35.4	114,381	111,014,472	93,971	82.1
Jan22	7	18	13	1,066	34.4	111,340	107,337,992	74,020	66.5
Feb22	7	19	13	999	35.7	105,195	99,654,094	82,020	78.0
Mar22	7	18	12	1,175	37.9	121,434	116,508,440	105,000E	86.5
Apr22	7	19	13	1,275	42.5	130,529	125,318,092	112,900E	86.5

⁽¹⁾ Four (4) cities may be served by two or more airports; Chicago (ORD/MDW), Orlando (MCO/SFB), Tampa (TPA/PIE/PGD), and Washington DC (DCA/IAD).

Weekly schedule flight changes are as follows:

		<u>Year-To-Date (net)</u>							
		Week		Week		Week		Week	
		#13-2022	+	(-) #17-2022	#04-2022	+	(-) #17-2022		
1	ATL Atlanta, GA	20	1	- 21	20	2	(1) 21		
2	BDL Hartford, CT	-	-	- -	-	-	- -		
3	BWI Baltimore, MD	24	3	- 27	25	3	(1) 27		
4	MDW Chicago-Midway	13	-	- 13	13	-	- 13		
5	ORD Chicago-O'Hare	36	5	- 41	28	13	- 41		
6	CLT Charlotte, NC	20	1	- 21	13	8	- 21		
7	DEN Denver, CO	-	-	- -	-	-	- -		
8	DTW Detroit, MI	27	1	- 28	27	5	(4) 28		
9	FLL Fort Lauderdale, FL	7	1	- 8	4	4	- 8		
10	RSW Fort Myers, FL	-	-	- -	1	-	(1) -		
11	MIA Miami, FL	1	-	- 1	1	-	- 1		
12	MSP Minneapolis, MN	-	-	- -	-	-	- -		
13	MYR Myrtle Beach, SC	-	-	- -	-	-	- -		
14	BNA Nashville, TN	-	1	- 1	-	1	- 1		
15	EWR Newark, NJ	7	11	- 18	12	11	(5) 18		
16	LGA New York, LaGuardia	18	-	- 18	13	5	- 18		
16	MCO Orlando, FL	15	2	- 17	16	2	(1) 17		
17	SFB Orlando/Sanford, FL	2	3	- 5	-	5	- 5		
18	PHL Philadelphia, PA	19	9	- 28	17	12	(1) 28		
19	PGD Tampa/Punta Gorda, FL	2	4	- 6	2	4	- 6		
20	TPA Tampa, FL	7	-	(5) 2	2	6	(6) 2		
21	PIE Tampa/St. Pete, FL	2	4	- 6	2	4	- 6		
22	DCA Washington DC-Reagan	25	1	- 26	26	1	(1) 26		
23	IAD Washington DC-Dulles	<u>20</u>	<u>1</u>	<u>- 21</u>	<u>21</u>	<u>1</u>	<u>(1) 21</u>		
		265	48	(5) 308	243	87	(22) 308		

February 28, 2022
Full Time Positions

	Budget Full Time	Budget Part Time	Budget Total	Filled Full Time	Vacant Full Time	In Process To Fill
AvPORTS						
Mar	151	18	169	129	22	6
Apr	155 (adj)	18	173	132	23	7
May	155	19	174	131	23	7
Jun	155	19	174	132	23	7
Jul	155	19	174	132	23	7
Aug(1)	157	19	176	134	23	6
Sep	157	19	176	135	21	4
Oct	157	19	176	131	26	7
Nov	157	19	176	130	25	7
Dec	157	19	176	130	27	6
Jan22	165	15	180	132	33	6
Feb	165	15	180	129	36	8
FBO						
Mar	33	-	33	33	-	-
Apr	33	-	33	30	3	3
May	33	-	33	30	3	3
Jun	33	-	33	29	4	4
Jul	33	-	33	29	4	4
Aug	33	-	33	26	7	7
Sep	33	-	33	26	7	7
Oct	33	-	33	26	7	7
Nov	33	-	33	26	7	7
Dec	33	-	33	24	9	9
Jan22	33	-	33	25	8	8
Feb	33	-	33	26	7	6
ACAA						
Mar	21	3	24	22	-	-
Apr	20 (adj)	3	23	21	-	-
May	20	3	23	20	-	-
Jun	20	3	23	20	-	-
Jul	20	3	23	20	-	-
Aug	20	3	23	20	-	-
Sep	20	3	23	20	-	-
Oct	20	3	23	20	-	-
Nov	20	3	23	20	-	-
Dec	20	3	23	20	-	-
Jan22	20	3	23	20	-	-
Feb22	20	3	23	20	-	-
Total						
Mar	205	21	226	184	23	6
Apr	208	21	229	183	26	10
May	208	22	230	181	26	10
Jun	208	22	230	181	27	11
Jul	208	22	230	181	27	11
Aug	210	22	231	180	30	13
Sep	210	22	231	181	28	11
Oct	210	22	232	177	33	14
Nov	210	22	232	176	32	14
Dec	210	22	232	174	36	9
Jan22	218	18	236	177	41	14
Feb	218	18	236	175	43	14

Snowfall

	2019/2020				2020/2021				2021/2022			
	Trace	Events	Amt.	Cum. Amt.	Trace	Events	Amt.	Cum. Amt.	Trace	Events	Amt.	Cum. Amt.
Oct	0	0	0.0"	0.0"	0	0	0.0"	0.0"	0	0	0.0"	0.0"
Nov	4	3	2.3	2.3	7	0	0.0	0.0	3	2	1.4	1.4
Dec	7	4	27.9	30.2	9	3	26.2	26.2	11	6	4.1	5.5
Jan	9	3	5.1	35.3	11	6	12.1	38.3	6	11	8.3	13.8
Feb	9	6	7.0	42.3	9	7	13.8	52.1	9	6	10.7	24.5
Mar	6	3	6.4	48.7	4	1	0.8	52.9				
Apr	6	2	1.0	49.7	4	2	0.5	53.4				

Event – Measurable snowfall, 0.1" or greater.

Source: <https://www.ncdc.noaa.gov/snow-and-ice/daily-snow/NY/2d-snowfall/20211207>

AGENDA ITEM NO. 5

Project Development



PROJECT STATUS REPORT

May 2, 2022

I. AIRSIDE IMPROVEMENTS

A) Taxiway A Pavement Rehabilitation design (Contract S-1064)

Rifenburg Construction was awarded the contract, working with McFarland Johnson Engineering doing construction inspection. The Contractor completed all asphalt paving in early November 2021. The contractor remobilized in early April and is working to complete final striping and site restoration by mid-May of 2022.

B) Pavement Condition Index (PCI) Report (Contract# S-21-1101)

The FAA requires Airports to have a PCI done every five years. The last PCI done was in 2015. The PCI is a thorough onsite investigation of all asphalt paved surfaces on the Airport. The report details the current conditions and notes all issues and defects. McFarland Johnson's scope and fee were approved by the Board at the January 2022 meeting. McFarland's crews have been onsite since April 5, 2022 and will produce a complete report to be submitted to the FAA when all field work is completed.

C) Air Cargo Pavement Rehabilitation (Contract #S-22-1114)

An RFQ was advertised to find an engineering firm to investigate the concrete pavement failure on the south end of the Air Cargo apron (leased by UPS) and then design the repair and replacement of the pavement. Three Engineering firms replied and a committee reviewed and selected Passero Associates.

D) Runway 10-28 Rehabilitation (Contract #S-21-1100)

To maintain the quality of the pavement for aircraft to land on the runways need to be milled and resurfaced with new asphalt pavement. Collier Engineering's scope and fee were approved by the Board at the January 2022 meeting. Collier completed the design with ACAA and AvPorts. The Project was bid in April 2022. Callanan Industries was the low bidder. Callanan's bid will be an action item for approval at today's Board meeting.

II. LANDSIDE IMPROVEMENTS

A) Air Traffic Control Tower (Contract 1013-R & EV)

The FAA as part of the lease renewal, requested some upgrades to their facility. The roof replacement project (1013-R) the roof project will be bid late in 2022 when materials are more available. The elevator replacement project (1013-EV) was awarded to Kone under NYS Contract pricing. The shop drawings have been submitted and are being reviewed. Kone has submitted a schedule to begin work in May 2022 with concurrence from the FAA Tech Ops.

B) Main Terminal Fire Alarm Replacement (Contract 20-1075-FP)

Hewitt & Young Electric was awarded the contract and is continuing the installation of the new Terminal Fire alarm system. The contractor is currently installing conduits and pulling wire throughout the Terminal. Installation of the alarm system will continue now that all the components have been received. All installation work and testing of the new system will be completed this summer.

C) MDF (Main Distribution Frame) Room Fire Protection (Contract 1053-FP)

Condor Fire Sprinkler was contracted to install a new dry fire protection system in the MDF room where all the Airport computer, telephone and security systems are routed back to. This project is replacing the existing sprinkler system that currently serves as fire protection, eliminating the possibility system failure due to sprinklers going off. Condor has completed the installation and is currently testing the system as required by NYS Fire Code. The contractor worked with the existing alarm vendor to tie the system to the current fire alarm.

D) Main Terminal Elevator #6 Replacement (Purchase Order 149119)

Elevator #6 in the Terminal, which is the main public use elevator to and from the TSA checkpoint was found to have a faulty hydraulic piston. The elevator was taken out of service by Kone is the elevator maintenance company for the Airport. Kone has provided the Airport a proposal to eliminate the piston system and convert the elevator to an MRL cable system under State Contract pricing. This was Agenda Item No. 10.6 which was approved by the Board at the March 2022 Board meeting.

E) Main Terminal Elevator #8 Replacement (Purchase Order)

Elevator #8 in the Terminal, which is currently the main public use elevator to and from the TSA checkpoint is experiencing a very high volume of passengers since Elevator #6 is Out-Of-Service. The elevator is being maintained by Kone the elevator maintenance company for the Airport. Kone has provided the Airport a proposal to eliminate the piston system and convert the elevator to an MRL cable system under State Contract pricing once Elevator #6 is back in service. This proposal is an action item on today's agenda.

F) Parking Lot C Rehabilitation (Contract #S-22-1119GC)

Parking Lot C was originally part of an aircraft parking apron. With the FAA's permission in 2015 the Airport was allowed to convert part of that apron to a parking lot which at the time was needed. The agreement with the FAA was to use the space for a parking lot for 5 years. The ACAA requested a one year extension from the FAA which was granted and the pandemic extended use for an additional year. The FAA is now insisting that the lot be reverted to aircraft parking. Creighton Manning Engineers were the original designers and were retained to supply a set of bid documents for this project. The project was advertised and bid. The low bid will be an action item on today's Board meeting.

G) HVCC Aircraft Technician School Sprinkler System (Contract#S-22-1109FP)

HVCC and ACAA worked together to get the classrooms set up at 6 Jetway Drive, so classes could begin on August 30, 2021. The construction of the lab area was completed by Rosch Bros. Contracting in time for the required FAA inspection for certification. HVCC has begun moving their equipment into the hangar area. The HVAC and sprinkler systems have been installed in the lab area.. This project was put out for bid in April 2022, to install a dry sprinkler system throughout the hangar, install sprinklers in the classroom area at 6 Jetway Drive and connection to the municipal water supply. The low bid will be an action item on today's Board meeting.

AGENDA ITEM NO. 6

Counsel



pc

MEMO: May 2, 2022
TO: Albany County Airport Authority Board Members
FROM: Christine C. Quinn, Esq., Authority Counsel

- Annual Financial Disclosure
- Airport Management Services

AGENDA ITEM NO. 7

Concessions/Ambassador Program



Monday, May 2, 2022

Concessions & Ambassador Program Report

Minority Percentages in the Concessions' Workforce

Date	min/total	HMSHost	OHM	Paradies	Dunkin
April 2021	23/55 = 42%	4/14=29%	12/24=50%	5/11=45%	3/6=50%
May 2021	29/60 = 48%	5/16=32%	15/25=20%	5/12=23%	4/7=57%
June 2021	31/61 = 48%	6/21=29%	15/25=60%	6/11=55%	4/7=57%
July 2021	28/70 = 40%	8/27=30%	13/25=52%	5/11=46%	2/7=29%
August 2021	35/70 = 50%	12/23=52%	14/30=47%	5/10=50%	4/7=57%
September 2021	35/70 = 50%	11/25=44%	15/23=65%	5/14=36%	4/8=50%
October 2021	41/85 = 48%	13/33=39%	20/29=69%	5/14=36%	3/9=33%
November 2021	50/100=50%	14/33=42%	27/43=63%	5/14=36%	4/10=40%
December 2021	67/104=65%	17/37=46%	37/46=80%	8/14=57%	5/7=71%
January 2022	72/105=69%	23/42=55%	37/42=88%	8/14=57%	4/7=57%
February 2022	69/100=69%	20/37=54%	38/41=93%	7/15=46%	4/7=57%
March 2022	66/102=65%	21/43=49%	33/36=92%	7/15=46%	5/8=62%
April 2022	66/106=62%	20/43=47%	35/39=80%	7/16=44%	4/8=50%

Job Fairs

Concessions

HMSHost

- Silks of Saratoga – Open (10:00 a.m. – 6:00 p.m.) Daily
- Starbucks – Open (4:00 a.m. – 6:00 p.m.) Daily
- The Local – Open (10:00 a.m. – 6:00 p.m.) Daily
- Burger King – Open (10:00 a.m. – 6:00 p.m.)
- Adirondack Lodge – closed
- Hudson Valley Beer Union – Open (10:00 a.m. – 6:00 p.m.) Daily
- Dunkin Donuts – Open (4:00 a.m. – 8:00 p.m.) Daily

OHM

- Empire Deli – Open (11:00 a.m. - 6:00 p.m.) Daily
- Wolfgang Puck Pizza - Open (11:00 a.m. – 6:00 p.m.)
- [Thursdays and Sunday – 7:30 a.m. – 6:00 p.m.]
- Chick fil A – Open (5:00 a.m. – 7:00 p.m.) Closed Sunday

Paradies

- Gift/News on A – intermittent hours
- Gift News on B – intermittent hours
- Gift/News on C – open 4:30 am through to the last departure

Vending

To accommodate passengers and employees Vending Machines are on all three Concourses which offers an after-hours option of sandwiches and salads.



Ambassador Program 2022

Tours												YTD
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
0	0	0	1									1

Tours have resumed and our first was on April 29th with students from Hudson High School.

Canines

1838	1722	2934										6494
------	------	------	--	--	--	--	--	--	--	--	--	------

Ambassador Hours

418	401	719										1538
-----	-----	-----	--	--	--	--	--	--	--	--	--	------

Guests Served

2220	2742	4337										9299
------	------	------	--	--	--	--	--	--	--	--	--	------

Ambassador Shifts

-	-	216										216
---	---	-----	--	--	--	--	--	--	--	--	--	-----

Business Center

86	55	141										282
----	----	-----	--	--	--	--	--	--	--	--	--	-----

AGENDA ITEM NO. 8

Public Affairs

ae

PUBLIC AFFAIRS REPORT

May 2022

Make-A-Wish

The Make-A-Wish Foundation of New York resumed air travel for Make-A-Wish recipients in April. Seven-year-old Anthony DiScipio's trip to Disney World was the 2000th "Wish" granted by the local Make-A-Wish organization since its inception in 1987. His return trip to Albany International Airport was met by the local media during an event on the Observation Level.



DMV News Conference

The New York State Department of Motor Vehicles, TSA and the Airport Authority will conduct a joint news conference on May 3, 2022 to promote the need for air travelers to obtain a REAL ID. The news conference is being held one year prior to the May 3, 2023 deadline for obtaining a REAL ID. Without a REAL ID, travelers will not be about to fly from US airports.



MEDIA

Public Affairs provided the regional media with a news release updating the progress that has been made at the Airport during the COVID pandemic. The release included information on increased passenger traffic, updated masking requirements and the Airport's bio-hazard certifications from ACI and GBAC STAR.

At Albany airport, travel is taking off once again

Passenger traffic is at nearly 90 percent of pre-pandemic levels



By Shavita Colon
Albany
Traffic at Albany International Airport has increased dramatically during the 2020-2021 travel season, averaging more than 4,000 passengers each day as spring break adventures approach, Albany County Airport Au-

Paul Vandenburg Show

Paul Vandenburg, morning host at Talk 1300-WGDJ, once again broadcast live from the terminal on April 21. Airport CEO Philip Calderone was a guest on the program and spoke at length about the federal mask mandate, airport improvements, the need for additional air carriers and potential airport expansion.



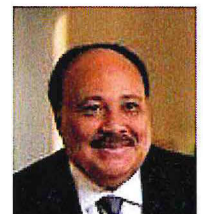
Leatherstocking Honor Flight

The Leatherstocking Honor Flight was scheduled to resume its veterans' flights to Washington, D.C. beginning on June 6. The flight has been cancelled. Leatherstocking Honor Flight is attempting to reschedule the flight with Southwest Airlines.



Martin Luther King III

Martin Luther King III is scheduled to arrive at ALB on May 3, 2022 and to speak at Siena College on the same day. Security for Mr. King has been upgraded since his last visit to the Capital Region.



AGENDA ITEM NO. 9

Business & Economic Development



2

MEMO: May 2, 2022
TO: Albany County Airport Authority Board Members
FROM: Matthew J. Cannon, Director of Development & Government Affairs

- Government Affairs

AGENDA ITEM NO. 10

**Authorization of Contracts/Leases/Contract
Negotiations/Contract Amendments**

AGENDA ITEM NO. 10.1

**Approval of Modification and Extension
Management Operating Agreement for Fixed
Base of Operations and Fuel Farm with REW
Investments, Inc., d/b/a Million Air – Albany.**

AGENDA ITEM NO: 10.1
MEETING DATE: May 2, 2022

ALBANY COUNTY AIRPORT AUTHORITY **ACAA APPROVED**
REQUEST FOR AUTHORIZATION **05-02-2022**

DEPARTMENT: *Administration*

Contact Person: *Michael Zonsius, Chief Financial Officer*
Christine C. Quinn, Authority Counsel

PURPOSE OF REQUEST:

Approval of Modification and Extension Management Operating Agreement for Fixed Base of Operations and Fuel Farm with REW Investments, Inc., d/b/a Million Air – Albany.

CONTRACT AMOUNT:

The estimated contract amount is \$185,000 over one year based upon total annual fixed fees of \$180,000 in the contract year ending in 2022 plus other fixed-rate fees applicable to variable activities and monthly advertising costs.

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ✓ No NA

AWARD CONDITIONS MET:

Apprenticeship N/A DBE: N/A MWBE: N/A

Service-Disabled, Veteran-Owned Business (SDVOB): N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal State Airport ✓ NA

JUSTIFICATION:

The current Management Operating Agreement (MOA) with REW Investments, Inc. d/b/a Million Air - Albany was awarded by competitive RFP in 2013. The initial term was for three (3) years and the Authority renewed the proposal for three (3) years in 2016 and 2019. REW Investments has agreed to renew the agreement for another one (1) year term ending August 31, 2023 with a \$5,000 increase in the annual Management fee in the contract years ending in 2023.

Million Air Interlink, Inc. which currently guaranties the existing Management Operating Agreement, will provide a continuing Guaranty of REW Investments, Inc. performance under the new MOA. Authorization is requested to approve the attached Contract and Guaranty.

AGENDA ITEM NO: 10.1
MEETING DATE: May 2, 2022

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend Approval

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES J

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

1. *Summary of Actual and Projected Management Fees paid to REW Investments, Inc. for contract year ending in 2023;*
2. *Contract Extension and Modification; and*
3. *Contract Guaranty*

Albany County Airport Authority
 Million Air
 Management Operating Agreement

	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Projected	2023 (8 months) Projected
Incentive Based Management Fee							
2.a. Aviation Fuel Sold	\$0.09/gal \$ 81,113.40	\$ 94,701.78	\$ 107,167.41	\$ 72,856.17	\$ 106,098.30	\$ 108,000.00	\$ 75,000.00
2.b. Into-Plane Fuel Delivered	\$0.001/gal 18,467.39	19,762.83	21,908.36	10,472.32	14,212.56	16,000.00	12,000.00
2.c. Glycol Dispensed from Farm	\$0.10/gal 9,507.96	10,971.10	7,197.10	5,481.80	5,226.10	6,000.00	5,333.33
Total Incentive Based Management Fee	109,088.75	125,435.71	136,272.87	88,810.29	125,536.96	130,000.00	92,333.33
Fixed Monthly Management Fee	165,000.00	165,000.00	165,000.00	173,333.40	176,666.72	178,333.00	123,333.00
Monthly Advertising Fee	42,000.00	42,000.00	42,000.00	42,000.00	42,000.00	42,000.00	42,000.00
	\$ 316,088.75	\$ 332,435.71	\$ 343,272.87	\$ 304,143.69	\$ 344,203.68	\$ 350,333.00	\$ 257,666.33

EXTENSION AND MODIFICATION
OF
MANAGEMENT OPERATING AGREEMENT

THIS Extension and Modification of Management Operating Agreement (this "Extension") is made as of August 30, 2022 by the ABLANY COUNTY AIRPORT AUTHORITY (the "Authority") and REW INVESTMENTS, INC. D/B/A MILLION AIR – ALBANY (the Operator), organized and existing under the laws of the State of Texas.

RECITALS

WHEREAS, the Authority and the Operator entered into a certain Management Operating Agreement effective as of the 30th day of August, 2013, referred to as the "Management Operating Agreement"); and

WHEREAS the initial term of the Management Operating Agreement ends August 31, 2016 unless renewed by the Authority; and

WHEREAS, the Authority renewed the Management Operating Agreement and the Operator and the Authority for through August 31, 2022; and

WHEREAS, the Authority desires to renew the Management Operating Agreement and the Operator and the Authority desire to otherwise modify the terms of the Management Operating Agreement as provided herein;

NOW, THEREFORE, in consideration of the covenants, terms, conditions and agreements herein contained, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Extension, for their mutual benefit, hereby agree, covenant and warrant, as follows:

1. The Term of the Management Operating Agreement is extended for one year until August 31, 2023.
2. The annual Management Fee shall be ONE HUNDRED AND EIGHTY FIVE THOUSAND DOLLARS (\$185,000) for the Contract Year beginning September 1, 2022.
3. All terms of the Management Operating Agreement shall remain unchanged except as changed in this Extension. Capitalized terms herein shall have the meanings set forth in the Management Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed as of the date first written above.

ALBANY COUNTY AIRPORT AUTHORITY

By: _____

Name: Samuel A. Fresina

Title: Chairman

Date: _____

REW INVESTMENTS, INC. D/B/A MILLION
AIR - ALBANY

By: _____

Name: _____

Title: _____

Date: _____

GUARANTY

This Guaranty (this "Guaranty") is made by Million Air Interlink, Inc., a Delaware corporation (the "Guarantor"), whose principal offices are located at 8501 Telephone Road, Houston, Texas 77061, for the benefit of the Albany County Airport Authority (the "Authority") with respect to the Management Operating Agreement dated August 30, 2013 amended by a certain Extensions and Modifications of Management Operating Agreement effective as of August 30, 2016, August 30, 2019 and August 30, 2022 together (the "Agreement") between the Authority and REW Investments, Inc. d/b/a Million Air – Albany (the "Corporation").

RECITALS

- A. Roger E. Woolsey is majority stockholder of both the Guarantor and the Corporation
- B. The Guarantor has agreed to execute and be bound by this Guaranty specifically to induce the Authority to enter into the Agreement with the Corporation
- C. Guarantor and the Authority acknowledge that Guarantor previously executed a Guaranty for the benefit of the Authority, made effective as of August 30, 2013, with respect to that certain Management Operating Agreement dated August 30, 2013 by and between the Authority and the Corporation ("Original Guaranty").
- D. Guarantor and the Authority further acknowledge that, as of the Effective Date, this Guaranty is given in addition to and in supplementation of the Original Guaranty.
- E. It is the intent of the Guarantor and the Authority that this Guaranty shall run concurrently with the term of the Agreement, though both parties acknowledge that certain obligations under this Guaranty will survive termination of the Agreement.

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor agrees as follows:

- 1. **Guaranty.** Guarantor unconditionally guarantees to Authority the performance of all Corporation's obligations under the Agreement and under all modifications, renewals and extensions of the Agreement (hereinafter, collectively, the "Obligations"), and any damages, costs or expenses sustained by the Authority as a result of a default under the Obligations, which shall be payable by Guarantor to the Authority immediately upon Corporation's failure to cure any event of default under the Obligations within any applicable grace period.

2. **Cooperation.** Guarantor shall perform, subject to the terms herein, on request of the Authority, such reasonable acts as may be necessary or advisable to carry out the intent of this Guaranty.
3. **Existence Conduct of Business, Properties, Etc.** Guarantor shall maintain and preserve its existence as a corporation and all material rights, privileges and franchises necessary or desirable in the normal conduct of its business.
4. **Compliance with Laws.** Guarantor shall at all times comply with, or cause to be complied with, all laws, statutes, rules, regulations, orders and directions of any governmental authority having jurisdiction over Guarantor or its business.
5. **Representations and Warranties.** Guarantor makes the following representations and warranties to and in favor of the Authority on the date hereof and shall cause such representations and warranties, except for (d), to remain true and correct so long as Corporation is a party to the Agreement.
 - (a) Guarantor is a Delaware corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the full power and authority to carry and its business as now conducted and to enter into and perform its obligations under this Guaranty.
 - (b) Guarantor has duly authorized, executed and delivered this Guaranty, and neither Guarantor's execution and delivery hereof nor its compliance with the terms hereof (i) does or will contravene its articles or bylaws or any law applicable to or binding on it or any of its properties, (ii) does or will contravene or result in any breach of or constitute any default under, any agreement or instrument to which it is a party or by which it or any of its properties may be bound or affected or (iii) does or will require the consent of any person which has not already been obtained.
 - (c) This Guaranty is a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights.
 - (d) The Guarantor's most recent audited financial statement attached hereto as Exhibit A is complete and accurate as of the date hereof.
6. **Obligations.**
 - (a) Guarantor obligations under this Guaranty are unconditional and absolute, and if for any reason whatsoever the Obligation of

Corporation under the Agreement shall not be performed in accordance with the provisions thereof, Guarantor shall subsequent to the receipt of proper notice under the Agreement, honor and perform the Obligations to Authority hereunder, regardless of whether Authority shall have enforced or taken any steps to enforce any rights against Corporation under the Agreement.

- (b) Guarantor's obligations hereunder shall not be reduced or discharged by any amendment, modification or renewal of the Agreement.
- (c) This Guaranty is a separate obligation of Guarantor independent of the obligations of Corporation under the Agreement. A separate action may be brought to enforce the provisions hereof, whether or not Corporation is made a party to such action, and without prejudice to any rights and remedies of Authority.

7. Waivers

- (a) Guarantor, to the extent it may legally do so, waives any right now or hereafter existing to require Authority, as a condition to proceeding against Guarantor hereunder, to (i) proceed against Corporation, or (ii) pursue any other remedy in Authority's power. Guarantor waives all rights and defenses arising by reason of any disability of corporation or by reason of cessation from any cause whatsoever of the liability of corporation other than full performance of all obligations owing to authority under the agreement.
- (b) Until the full performance of all obligations of Corporation under the Agreement, Guarantor shall not have and hereby waives any rights of reimbursement or subrogation against the Authority and further waives all rights to enforce any remedy which Authority now has or may hereafter have against Corporation and waives the benefit of, and all rights to participate in, any security now or hereafter held by Authority from Corporation.
- (c) Guarantor shall not assert the bankruptcy of Corporation as a defense to its obligations hereunder; and further agrees that in the event a bankruptcy court orders or causes a rescission or revision of the Agreement, or releases Corporation from any of its obligations under the Agreement, Guarantor shall nonetheless remain fully liable hereunder. Guarantor waives any rights or defenses it may otherwise have pursuant to any action by Authority under 11 U.S.C. Sections 364 and 1111(b)(2) (the Federal Bankruptcy Code), as amended or recertified from time to time.

(d) Guarantor waives any right to require Authority to make any presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notices of default or delinquency, or notices of any other facts that may come to Authority's attention regarding the financial position of Corporation, or notice of acceptance of this Guaranty.

8. **Attorneys' fees.** If Authority is required to pursue any remedy against Guarantor hereunder, or against Corporation in connection with the Agreement, Guarantor shall pay to Authority upon demand, all reasonable fees and expenses of Authority's counsel and all other related costs incurred by Authority in connection therewith.
9. **Corporation's Financial Condition.** Guarantor assumes full responsibility for keeping full informed of the financial condition of Corporation and all other circumstances affecting Corporation's ability to perform its obligations to Authority, and agrees that Authority will have no duty to report to Guarantor any information which Authority receives about Corporation's financial condition or any circumstances bearing on its ability to perform.
10. **Default.** Authority may declare Guarantor in default under this Guaranty if Guarantor (i) fails to perform any of its obligations under this Guaranty as, and when due or (ii) becomes the subject of any bankruptcy, insolvency, arrangement, reorganization, or other debtor relief proceeding under any federal or state law, whether now existing or hereafter enacted, and such proceeding is not dismissed within sixty (60) days of the filing of the petition therein.
11. **Severability.** If any provision of this Guaranty shall for any reason be determined by a court of competent jurisdiction (and sustained on appeal, if any) to be unenforceable by Authority in any respect, such unenforceability shall not affect any other provisions hereof, and this Guaranty shall be construed as if such unenforceable provision had not been contained herein; provided, if any provision of this Guaranty shall be unenforceable by reason of a final judgment of a court of competent jurisdiction (and sustained on appeal, if any) based upon such court's ruling that said provision is unenforceable because of the unenforceable degree or magnitude of the obligation imposed thereby, said unenforceable obligation shall be reduced in magnitude or degree by the minimum amount necessary in order to provide the maximum degree or magnitude of rights which are enforceable by Authority, and this Guaranty shall be automatically and retroactively amended accordingly to contain such maximum degree or magnitude of said obligations which is enforceable by Authority, rather than the more burdensome but unenforceable original obligation. As used herein, "unenforceable" is used in the broadest and most comprehensive sense and includes the concepts of void and voidable.

12. **Delay; Cumulative Remedies.** No delay or failure by Authority to exercise any right or remedy against Corporation or Guarantor will be construed as a waiver of that right or remedy. All remedies of Authority against Corporation and Guarantor are cumulative.
13. **Miscellaneous.** This Guaranty will be governed by New York law, and may be amended only by a written instrument executed by the Guarantor and Authority. The provisions of this Guaranty will bind and benefit the administrators, legal representatives, successors and assigns of Guarantor and Authority. Whenever the context requires, all terms used the singular will be construed in the plural and vice versa, and each gender will include each other gender. The term "Corporation" will mean both the named Corporation and any other person or entity at any time assuming or otherwise becoming primarily liable on all or any part of the Obligations.
14. **Entire Agreement.** THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE GUARANTOR AND THE AUTHORITY, AND SUPERSEDES ANY AND ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF, WITH THE EXCEPTION OF THE ORIGINAL GUARANTY WHICH SHALL CONTINUE IN FORCE AND EFFECT IN ACCORDANCE WITH ITS TERMS. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.
15. **Effective Date.** This Guaranty will be effective as of August 30, 2022.

DATED: _____, 2022

MILLION AIR INTERLINK, INC.

By: _____

Name: Roger E. Woolsey

Its: President

AGENDA ITEM NO. 10.2

**Construction Contract: Authorization to
Award Construction Contract 22-1119-GC
for the Rehabilitation of Parking Lot C**

AGENDA ITEM NO: 10.2
MEETING DATE: May 02, 2022

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

**ACAA APPROVED
Contingent on
Apprenticeship and
MWBE Requirements
05-02-2022**

DEPARTMENT: *Planning and Engineering*
Contact Person: *John LaClair, P.E., Chief Engineer*

PURPOSE OF REQUEST:

Construction Contract: *Authorization to Award Construction Contract 22-1119-GC for the Rehabilitation of Parking Lot C to James H. Maloy, Inc.*

CONTRACT AMOUNT:

Base Amount \$269,800

BUDGET INFORMATION:

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

AWARD CONDITIONS MET:

Apprenticeship ✓ DBE N/A MWBE ✓
Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0% State 0% Airport 100%
Term of Funding: 2022-2024
Grant No.: N/A STATE PIN: N/A

JUSTIFICATION:

Request to award Contract # 22-1119-GC Rehabilitation Parking Lot C to qualified low bidder James H. Maloy, Inc. of Albany, NY for \$269,800. The contract scope includes repair of the perimeter security wall and fence, removal of revenue equipment and temporary barriers. Reconnecting perimeter obstruction lighting. The award of this contract is contingent on compliance with the apprenticeship program and MWBE requirements.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

AGENDA ITEM NO: 10.2
MEETING DATE: May 02, 2022

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL: *Please refer to attached certified bid table.*

**CONTRACT #22-1119-GC
Parking Lot "C" Rehabilitation**

Company Name	Peter Luizzi & Bros. Contracting, Inc.	James H Maloy, Inc.
Addendum #1	X	
Lump Sum Bid	\$414,000.00	\$269,800.00
Bid Bond	5%	5%
Board of Directors	X	X
Non-Collusion	X	X
Qualification Questionnaire	X	X
Acknowledgment	X	X

I, Bobbi Matthews, 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

Bobbi Matthews
Bobbi Matthews
Purchasing Agent

Sworn to before me this 20th day of April, 2022

Elizabeth M. Charland
Notary Public

ELIZABETH M. CHARLAND
Notary Public, State of New York
Qualified in Albany County
No. 4931456
Commission Expires 5-31-22

AGENDA ITEM NO. 10.3

Negotiations Professional Services Contract:

**Contract No. S-22-1114 Design
Services for Air Cargo Pavement
Rehabilitation with
Passero Associates**

AGENDA ITEM NO: 10.3
MEETING DATE: May 02, 2022
ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

NEGOTIATIONS
ACAA APPROVED
05-02-2022

DEPARTMENT:

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

PURPOSE OF REQUEST:

Negotiations Professional Services Contract:

Contract No. S-22-1114 Design Services for Air Cargo Pavement Rehabilitation with Passero Associates

CONTRACT AMOUNT:

Base Amount: N/A

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No NA
Funding Account No.: N/A

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 State Airport 100% NA
Term of Funding: 2022-2024
Grant No.: <pending> State PIN: <pending>

JUSTIFICATION:

Authorization is requested to negotiate for Professional Services Contract S-21-1114 Design Services programmed for the Air Cargo Pavement Rehabilitation. The RFQ evaluation committee met and discussed each proposal. Each committee member completed the evaluation score sheet with the criteria outlined in the RFQ document. The firm receiving the highest score and recommendation for award is the design firm of Passero Associates of Rochester, New York. Subsequent prospective contract award is contingent upon Board approval of negotiated fee established following grant guidelines.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.3
MEETING DATE: May 02, 2022

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 ✓ NO _____.

BACK-UP MATERIAL: *Please refer to attached certified bid table.*

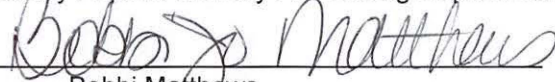
Contract #S-22-1114

Professional Engineering Services for the Air Cargo Pavement Rehabilitation

Company Name	Passero Associates	C&S Companies	CHA
--------------	--------------------	---------------	-----

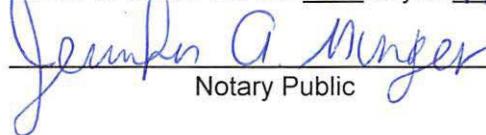
I, Bobbi Matthews, certify that this proposal acknowledgment is a true copy of the submittals received for the proposal (RFQ) above.

Albany Airport Authority Purchasing Department



Bobbi Matthews,
Purchasing Agent

Sworn to before me this 8th day of April 20 22.


Notary Public

JENNIFER A. MUNGER
Notary Public, State of New York
No. 01MU6246332
Qualified in Schenectady County
Commission Expires Aug. 08, 20 23

AGENDA ITEM NO. 10.4

**Construction Contract: Authorization to
Award Construction Contract 22-1109-FP
for the Hangar 1 Sprinkler**

AGENDA ITEM NO: 10.4
MEETING DATE: May 02, 2022

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA APPROVED
Contingent on
Apprenticeship
Requirements
05-02-2022

DEPARTMENT: *Planning and Engineering*
Contact Person: *John LaClair, P.E., Chief Engineer*

PURPOSE OF REQUEST:

Construction Contract: *Authorization to Award Construction Contract 22-1109-FP for the Hangar 1 Sprinkler Installation to Absolute Fire Protection*

CONTRACT AMOUNT:

Base Amount \$498,000

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes No NA
Funding Account No.: CPN TBD

AWARD CONDITIONS MET:

Apprenticeship Y DBE N/A MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0% State 0% Airport 100%
Term of Funding: 2022-2024
Grant No.: N/A STATE PIN: N/A

JUSTIFICATION:

Request to award Contract # 22-1109-FP Hangar 1 Sprinkler Installation to qualified low bidder Absolute Fire Protection of Selkirk, New York for \$498,000. The contract scope includes making a water connection to the existing 8" watermain and bringing the service into the building. Installation of a dry sprinkler system in the hangar and wet system in the classroom area. The award of this contract is contingent on compliance with the apprenticeship program.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

AGENDA ITEM NO: 10.4
MEETING DATE: May 02, 2022

PROCUREMENT DEPARTMENT APPROVAL:

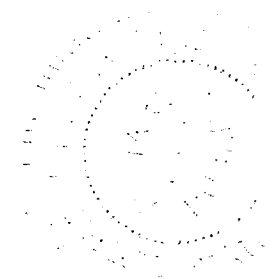
*Procurement complies with Authority Procurement Guidelines and Chief Financial Officer
has approved. YES NA*

BACK-UP MATERIAL: *Please refer to attached certified bid table.*

CONTRACT #22-1109-FP

Hangar 1 Fire Protection

Company Name	Condor Fire Sprinkler Co., LLC	Absolute Fire Protection	SRI Fire Sprinkler, LLC
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
Addendum #6		X	X
Lump Sum Bid	\$573,600.00	\$498,000.00	\$629,300.00
Bid Bond	5%	5%	5%
Board of Directors	X	X	X
Non-Collusion	X	X	X
Qualification Questionaire	X	X	X
Acknowledgment	X	X	X



I, Bobbi Matthews, 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
Bobbi Matthews
 Bobbi Matthews
 Purchasing Agent

Sworn to before me this 28 day of April 2022
Elizabeth M. Charland
 Notary Public

ELIZABETH M. CHARLAND
 Notary Public, State of New York
 Qualified in Albany County
 No. 4931456 5.31.22
 Commission Expires

AGENDA ITEM NO. 10.5

**Construction Contract: Authorization
to Award Construction Contract 21-1100-GC
For Runway 10-28 and Taxiway C
Rehabilitation to Callanan Industries Inc.**

AGENDA ITEM NO: 10.5
MEETING DATE: May 02, 2022

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Planning and Engineering*
Contact Person: *John LaClair, P.E., Chief Engineer*

**ACAA APPROVED
Contingent on
Apprenticeship
Requirements
05-02-2022**

PURPOSE OF REQUEST:

Construction Contract: *Authorization to Award Construction Contract 21-1100-GC for Runway 10-28 and Taxiway C Rehabilitation to Callanan Industries Inc.*

CONTRACT AMOUNT:

Base Amount \$7,070,135.50

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No NA
Funding Account No.: CPN - TBD

AWARD CONDITIONS MET:

Apprenticeship ✓ DBE N/A MWBE N/A
Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 90% State 5% Airport 5%
Term of Funding: 2022-2024
Grant No.: N/A STATE PIN: N/A

JUSTIFICATION:

Request to award Contract # 21-1100-GC Runway 10-28 and Taxiway C Rehabilitation to qualified low bidder Callanan Industries Inc. of Schenectady, NY for \$7,070,135.50. The contract scope includes removal of the existing asphalt pavement, placement of new asphalt pavement, grooving, striping and centerline lighting repair. The award of this contract is contingent on FAA concurrence and compliance with the apprenticeship program.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.5
MEETING DATE: May 02, 2022

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 21-1100-GC Engineer's Recommendation and Bid Tabulation.

18 Computer Drive East, Suite 203
Albany New York 12205
Main: 877 627 3772
<http://colliersengineering.com>



Via Email
April 15, 2022

Mr. Philip F. Calderone, Esq., CEO
Albany County Airport Authority
737 Albany Shaker Road
Main Terminal, Albany International Airport
Albany, NY 1211-1057

Reference: Bid Tabulation and Award Recommendation for Contract No. 21-1100-GC
Runway 10-28 and Taxiway C Rehabilitation
FAA AIP No. 3-36-0001-XXX-2022; NYS DOT PIN 1A00.XX
Albany International Airport, Albany, NY

Colliers Engineering & Design Project No. 21005692A

Dear Mr. Calderone,

On Thursday, April 14, 2022 at 2:00 PM EST, sealed bids were opened for the above referenced project at Albany International Airport (ALB). A total of three (3) bids were received and they are as shown in the table below:

CONTRACTOR	BID PRICE
Callanan Industries, Inc.	\$7,070,135.50
Kubricky Construction	\$7,361,079.75
Rifenburg Construction, Inc.	\$10,737,115.00 Corrected Total
ENGINEER'S ESTIMATE	\$7,682,570.00

The apparent low bidder is:

Callanan Industries, Inc.
PO Box 15097
Albany, NY 12212

Colliers Engineering & Design (CED) Johnson, Kukata & Lucchesi Engineers (JKL) reviewed the bids and prepared the detailed bid tabulation (copy attached). The bid for Rifenberg was corrected as detailed below:



Rifenburg Correction: The bid total was incorrectly shown as \$10,767,115.00. The corrected total was \$10,737,115.00.

The bids appear to be a fair representation of the current market conditions except for the Rifenburg bid (which is considered as an outlier). Therefore, CED Team recommends that a contract for the bid price in the amount of \$7,070,135.50 be awarded to the lowest responsive bidder Callanan Industries, Inc.

We recommend that you forward the bid tabulation to the FAA NYADO and request concurrence to award the contract to Callanan Industries, Inc.

Thank you for the assistance we received from you, and ALB staff on this important project at Albany International Airport. If you have any questions or need further assistance, please do not hesitate to contact me.

Sincerely,

Colliers Engineering & Design CT, P.C.
(DBA Maser Consulting Engineering & Land Surveying)

A handwritten signature in blue ink that reads "Brett Reynolds". The signature is stylized and cursive.

Brett Reynolds, PE
Principal

Cc: Mr. John LaClair, PE ALB Chief Engineer
Mr. Steve Iachetta, AICP, ALB Airport Planner
Ms. Bobbi Matthews, ALB Purchasing Agent
Mr. Mahesh Kukata, PE - JKL Engineers

**ALBANY INTERNATIONAL AIRPORT
 RUNWAY 10-28 AND TAXIWAY C REHABILITATION
 Contract No. 21-1100-GC; NYS DOT PIN 1A00.xx
 Bid Tabulation
 Bids Opened: April 14, 2022 2:00 PM EST**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		Callanan Industries, Inc		Kubricky Construction Corp		Rifenburg Construction Inc	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
M-100-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 349,900.00	\$ 349,900.00	\$ 415,000.00	\$ 415,000.00	\$ 333,000.00	\$ 333,000.00	\$ 669,629.75	\$ 669,629.75
M-150-5.1	PROJECT SURVEY AND STAKEOUT	LS	1	\$ 110,200.00	\$ 110,200.00	\$ 55,000.00	\$ 55,000.00	\$ 19,600.00	\$ 19,600.00	\$ 75,000.00	\$ 75,000.00
C-100-1.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 15,000.00	\$ 15,000.00	\$ 43,500.00	\$ 43,500.00	\$ 350,000.00	\$ 350,000.00
C-102-5.1	EROSION AND SEDIMENT CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 17,500.00	\$ 17,500.00	\$ 16,800.00	\$ 16,800.00	\$ 20,500.00	\$ 20,500.00
C-105-6.1	MOBILIZATION	LS	1	\$ 223,700.00	\$ 223,700.00	\$275,000.00	\$ 275,000.00	\$ 200,000.00	\$ 200,000.00	\$ 313,000.00	\$ 313,000.00
P-101-5.1	COLD MILLING, 3-INCH DEPTH	SY	114,500	\$ 6.00	\$ 687,000.00	\$ 4.06	\$ 464,870.00	\$ 3.55	\$ 406,475.00	\$ 7.25	\$ 830,125.00
P-101-5.2	COLD MILLING, 2-INCH DEPTH	SY	87,300	\$ 5.00	\$ 436,500.00	\$ 2.50	\$ 218,250.00	\$ 2.40	\$ 209,520.00	\$ 7.25	\$ 632,925.00
P-401-8.1	ASPHALT MIX PAVEMENT SURFACE COURSE	TON	31,000	\$ 120.00	\$ 3,720,000.00	\$ 115.00	\$ 3,565,000.00	\$ 125.00	\$ 3,875,000.00	\$ 184.50	\$ 5,719,500.00
M-001-6.1	SHIM MIX	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 250,000.00	\$ 250,000.00	\$ 43,500.00	\$ 43,500.00	\$ 5,500.00	\$ 5,500.00
M-002-5.1	CLEANG OF EXISTING DRAINAGE SYSTEMS AND DRAINAGE STRUCTURES	ALLOW	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	20,200	\$ 3.00	\$ 60,600.00	\$ 6.25	\$ 126,250.00	\$ 3.70	\$ 74,740.00	\$ 10.40	\$ 210,080.00
P-620-5.1	PERMANENT PAVEMENT MARKING	SF	153,900	\$ 2.00	\$ 307,800.00	\$ 0.98	\$ 150,822.00	\$ 1.10	\$ 169,290.00	\$ 0.98	\$ 150,822.00
P-620-5.2	TEMPORARY PAVEMENT MARKING	SF	153,900	\$ 2.25	\$ 346,275.00	\$ 0.98	\$ 150,822.00	\$ 1.10	\$ 169,290.00	\$ 1.34	\$ 206,226.00
P-620-5.3	PAVEMENT MARKING REMOVAL	SF	1,000	\$ 4.00	\$ 4,000.00	\$ 3.00	\$ 3,000.00	\$ 3.35	\$ 3,350.00	\$ 3.00	\$ 3,000.00
P-620-5.4	THERMOPASTIC RUNWAY HOLD MARKINGS	SF	5,000	\$ 40.00	\$ 200,000.00	\$ 28.00	\$ 140,000.00	\$ 31.50	\$ 157,500.00	\$ 28.00	\$ 140,000.00
P-621-5.1	PAVEMENT GROOVING	SY	97,700	\$ 3.50	\$ 341,950.00	\$ 2.59	\$ 253,043.00	\$ 2.45	\$ 239,365.00	\$ 2.25	\$ 219,825.00
T-901-5.1	SEEDING	SY	29,200	\$ 3.00	\$ 87,600.00	\$ 0.89	\$ 25,988.00	\$ 5.15	\$ 150,380.00	\$ 0.89	\$ 25,988.00
T-905-5.1	TOPSOIL, 4-INCH DEPTH	SY	29,200	\$ 6.00	\$ 175,200.00	\$ 2.00	\$ 58,400.00	\$ 8.85	\$ 258,420.00	\$ 9.00	\$ 262,800.00
L-108-5.1	1-1/2 NO. 8 AWG 5KV, L-824C CABLE IN CONDUIT, INSTALLED, COMPLETE IN PLACE	LF	11,200	\$ 5.00	\$ 56,000.00	\$ 2.70	\$ 30,240.00	\$ 3.05	\$ 34,160.00	\$ 2.70	\$ 30,240.00
L-108-5.2	1-1/2 NO. 6 AWG, BARE COPPER COUNTERPOISE WIRE, INCLUDING 3/4" X 10' GROUND RODS, SUPPLEMENTAL GROUND RODS, AND GROUND CONNECTORS, INSTALLED, COMPLETE IN PLACE	LF	315	\$ 2.00	\$ 630.00	\$ 4.50	\$ 1,417.50	\$ 5.05	\$ 1,590.75	\$ 4.50	\$ 1,417.50
L-110-5.1	ELECTRICAL CONDUIT, 2 INCH PVC SCHEDULE 40, CONCRETE ENCASED, INSTALLED IN PAVEMENT, INSTALLED COMPLETE IN PLACE	LF	315	\$ 125.00	\$ 39,375.00	\$ 16.20	\$ 5,103.00	\$ 18.00	\$ 5,670.00	\$ 56.25	\$ 17,718.75
L-125-5.1	IN-PAVEMENT L-868B RUNWAY CENTERLINE LIGHT ON EXISTING LIGHT BASE, ISOLATION TRANSFORMER, AND L-823 CONNECTORS, INSTALLED COMPLETE IN PLACE	EA	143	\$ 500.00	\$ 71,500.00	\$ 3,600.00	\$ 514,800.00	\$ 4,050.00	\$ 579,150.00	\$ 3,600.00	\$ 514,800.00
L-125-5.2	IN PAVEMENT L-850E THRESHOLD/ RUNWAY END LIGHT, L-868B LIGHT BASE, ISOLATION TRANSFORMER, AND L-823 CONNECTORS, INSTALLED COMPLETE IN PLACE	EA	16	\$ 500.00	\$ 8,000.00	\$ 3,600.00	\$ 57,600.00	\$ 4,050.00	\$ 64,800.00	\$ 3,600.00	\$ 57,600.00
L-125-5.3	REILS, INSTALLED COMPLETE IN PLACE ON EXISTING FOUNDATIONS	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 27,000.00	\$ 27,000.00	\$ 30,300.00	\$ 30,300.00	\$ 27,000.00	\$ 27,000.00
L-125-5.4	PAPI, INSTALLED COMPLETE IN PLACE	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 46,800.00	\$ 46,800.00	\$ 52,400.00	\$ 52,400.00	\$ 46,800.00	\$ 46,800.00
L-128-4.1	REMOVAL OF EXISTING AIRFIELD LIGHTING CABLE IN EXISTING CONDUIT OR DUCT	LF	11,200	\$ 0.75	\$ 8,400.00	\$ 1.35	\$ 15,120.00	\$ 1.50	\$ 16,800.00	\$ 1.35	\$ 15,120.00
L-128-4.2	TEMPORARY ELECTRICAL WORK, COMPLETE	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 32,400.00	\$ 32,400.00	\$ 36,300.00	\$ 36,300.00	\$ 32,400.00	\$ 32,400.00

ENGINEER'S ESTIMATE						Callanan Industries, Inc		Kubricky Construction Corp		Rifenburg Construction Inc	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
L-128-4.3	REMOVAL OF IN-PAVEMENT RUNWAY CENTERLINE LIGHT FIXTURE, LIGHT BASE TO REMAIN	EA	143	\$ 400.00	\$ 57,200.00						
						\$ 630.00	\$ 90,090.00	\$ 705.00	\$ 100,815.00	\$ 630.00	\$ 90,090.00
L-128-4.4	REMOVAL OF IN PAVEMENT THRESHOLD/ RUNWAY END LIGHT FIXTURE, LIGHT BASE TO REMAIN	EA	16	\$ 400.00	\$ 6,400.00	\$ 630.00	\$ 10,080.00	\$ 705.00	\$ 11,280.00	\$ 630.00	\$ 10,080.00
L-128-4.5	REMOVAL OF EXISTING REILS, FOUNDATIONS TO REMAIN	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 720.00	\$ 1,440.00	\$ 805.00	\$ 1,610.00	\$ 720.00	\$ 1,440.00
L-128-4.6	REMOVAL OF EXISTING PAVIS AND FOUNDATIONS	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 2,700.00	\$ 10,800.00	\$ 3,050.00	\$ 12,200.00	\$ 2,700.00	\$ 10,800.00
D-705-5.1	12-INCH CORRUGATED METAL PIPE, COMPLETE	LF	84	\$ 135.00	\$ 11,340.00	\$ 75.00	\$ 6,300.00	\$ 98.50	\$ 8,274.00	\$ 182.00	\$ 15,288.00
D-705-5.2	12-INCH GALVANIZED STEEL END SECTION, WITH GRATE AND STONE OUTLET PROTECTION, COMPLETE	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 3,000.00	\$ 12,000.00	\$ 2,750.00	\$ 11,000.00	\$ 1,600.00	\$ 6,400.00
					\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
TOTAL					\$7,682,570.00		\$ 7,070,135.50		\$ 7,361,079.75		\$ 10,737,115.00
						Apparent Low Bid				Corrected Total	

AGENDA ITEM NO. 10.6

**Issue Purchase Order for Purchase
and Installation of a new
MRL Elevator Replacement for Elevator #8**

AGENDA ITEM NO: 10.6
MEETING DATE: May 2, 2022

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA APPROVED
05-02-2022

DEPARTMENT:

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

PURPOSE OF REQUEST:

Issue Purchase Order for Purchase and Installation of a new MRL Elevator Replacement for Elevator #8

CONTRACT AMOUNT:

Total Contract Amount: \$239,500.00

BUDGET INFORMATION:

Federal Airport Improvement Program
Anticipated in Current ALB Capital Plan : Yes J No NA
Funding Account No.: CPN 2012

FISCAL IMPACT – FUNDING

Federal N/A State N/A Airport 100% NA NA
Term of Funding: 2022-2023
Grant No. : N/A State PIN: N/A

JUSTIFICATION:

Elevator #8 in the terminal has been the main passenger elevator since elevator #6 has been out of service. The additional wear and tear requires elevator #8 to be refurbished once elevator #6 is back in operation.

Elevator #8 in the Terminal, which is currently the main public use elevator to and from the TSA checkpoint is experiencing a very high volume of passengers since Elevator #6 is Out-Of-Service. The elevator is being maintained by Kone the elevator maintenance company for the Airport. Kone has provided the Airport a proposal to eliminate the piston system and convert the elevator to an MRL cable system under State Contract pricing once Elevator #6 is back in service.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES J NA NA

AGENDA ITEM NO: 10.6
MEETING DATE: May 2, 2022

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL: *Please refer to attached Proposal from KONE.*

Dedicated to People Flow™



Proposal for

Albany Airport Elevator #8

ALBANY COUNTY AIRPORT AUTHORITY
Attention: John LaClair

KONE People Flow Solution Proposal
03/28/2022



ALBANY COUNTY AIRPORT AUTHORITY

Attention: John LaClair
737 ALBANY SHAKER RD
ALBANY, New York 12211-1000

KONE People Flow Solutions Proposal
Albany Airport Elevator #8

03/28/2022
T-0005442142

Hello John,

Thank you for the opportunity to provide our proposal for the **Albany Airport Elevator #8 project**. Our proposal is for one, **MonoSpace 500 FLEX** elevator as noted in the attached proposal. This is a completely machine roomless traction elevator and will provide high-quality performance and energy efficiency for this application. This proposal is based on the existing plans and final measurement of the hoistway will be required to confirm the dimensions. Our proposal includes removal the existing elevator equipment not tied to structure and we plan on removing the piston, cutting the cylinder flush with pit floor, removing the oil from inside the cylinder, back filling the cylinder with sand and the last two feet with concrete.

We have anticipated using the existing elevator machine room for the controller. **We anticipate retaining the existing elevator entrance frames**, installing the rail brackets and hoistbeam in the hoistway. Additional electrical and sprinkler work, providing access to the site, provide full height lockable enclosure, etc., is by others.

The proposal includes the same base scope as what we are providing for Elevator #6, but please review carefully as there are a few differences. Note this proposal anticipate provided new hoistway door panels, while retaining the existing entrances.

Our proposal includes the following sections:

- Proposal Pricing Summary
- Your Solution - Technical Specification
- Project Specific Clarifications
- KONE Value Added Features
- General Conditions
- Elevator Schedule Overview
- Tender Approval
- Appendices

Bid Attachment A
Bid Attachment B

KONE Terms and Conditions
Work by Others

We appreciate the opportunity to provide you with our proposal for this project and we look forward to working with you!

Sincerely,
KONE, Inc.

Noah Adams
Sales Executive
518-424-6460
noah.adams@kone.com



1. Proposal

Pricing summary

The KONE solution includes design, manufacturing, supply and installation of the following:

Equipment name	Solution	Capacity/Speed	Landings/Entrances	Elevator Price
☐ MonoSpace500	1 x KONE MonoSpace500DX	2500 lbs / 150 fpm	Landings: 3 Entrances: 2 front / 1 rear	\$ 239,500.00
Albany International Airport Total				\$ 239,500.00

Total Sales Price, net excluding TAX \$ 239,500.00

Validity of proposal

As we were only limited information was available at time of this proposal, please note that any changes will result in a change in the hoistway requirements and price.

Our proposal is based on our site survey and meets the general intent of the project. Pricing is based on the contents specified in this Proposal and the appendices and Bid Attachments, which are incorporated into this Proposal (the "Proposal"). Contract terms shall be in accordance with Bid Attachment "A" / KONE Inc. General Terms and Conditions and Bid Attachment "B" / Site Safety Requirements / Work by Others, which are incorporated by reference. The pricing included in this Proposal is submitted with the understanding that all documents referenced and incorporated will be signed without modification. In the event of conflicts or inconsistencies between this Proposal and any other contract document, this Proposal shall supersede and prevail. This Proposal is valid for 30 days.

2. Your Solution

Elevator Technical Specification

MonoSpace500	
Base solution	
KONE Solution	KONE MonoSpace500DX
Machinery location	Guiderail-mounted in overhead of hoistway
Capacity (lb)	2500
Speed (fpm)	150
Travel height (ft)	34 ft 11.5 in
Stops	3
Front entrances	2
Rear entrances	1
Control system	Full collective Simplex
Regulations	ASME A17.1-2016
Shaft construction	
Shaft size (W x D) (ft)	8 ft 4.5 in x 6 ft 7.75 in
Pit depth (ft)	4 ft 2 in
Clear Height under Beam (ft)	12 ft 2 in
Mechanical components & machinery	
Power supply, machinery (V / Hz)	208 / 60
Car and doors	
Car size (WxDxH) (in)	6 ft 5.953 in wide x 4 ft 5.937 in deep x 7 ft 6 in high
Door opening dimensions (WxH) (ft)	3 ft 6 in x 7 ft 0 in
Controller location	1st floor Hoistway to controller (horz) [ft]: 35

Materials and design

Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist.

Elevator MonoSpace500

Interior

Car walls	Asian Night (7949-38 Wilson Art) or other KONE standard laminate
Front wall	#4 Brushed Stainless Steel, pan type door
Type and material	Round, LED spotlights (CL88) #4 Brushed Stainless Steel

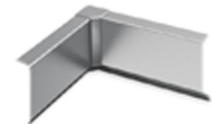
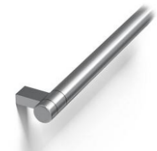


Floor

Flooring by others	Maximum floor thickness: 0.5 in Maximum floor weight: 3 lb/ft ²
--------------------	---

Accessories

Handrail	Handrail on side walls Round, straight ends (HR61) #4 Brushed Stainless Steel
Skirting	#4 Brushed Stainless Steel
Protection pads	KONE standard pads and hooks included



Entrances

Door Type	Single-speed, center-opening
Entrance equipment	The existing hoistway entrances and hoistway door panels shall be retained and reused in place.

Car door

Door material	#4 Brushed Stainless Steel
Sill material	Aluminum

User interfaces

Car operating panel

No. of Car Operating Panels (COP)	2
-----------------------------------	---

Panel type and design Dot matrix
 Flush
 #4 Brushed Stainless Steel



Panel 2 type Dot matrix



Door jamb mounted indicator Car Lantern (jamb-mounted) included

Signalization

Signalization Series KSS570 series signalization

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
3 Rear	3	Retained	Retained		None
2 Front	2	Retained	Retained		None
1 Front	*1	Retained	Retained		Lantern / Position Indicator

Additional Options

24/7 Emergency Communications	Yes
Hall/Lobby panel included	No

Security

Locking of car calls switch type	Card Reader Provisions
----------------------------------	------------------------

Hazard Avoidance

Emergency power drive	Emergency power drive included (generator by others)
-----------------------	--

Eco-Efficiency

Operation of car ventilation	KONE Standard Fan
------------------------------	-------------------

3. Project-Specific Clarifications

- This proposal includes provisions for **KONE 24/7 Emergency Communications, which fully meets the intent of IBC 2018 and ASME A17.1 2019 code**. In addition to the two-way audio communication, it allows for text-based two-way communication between the elevator cab and the KONE Customer Care Center as well as means to visually verify if the cab is occupied when an emergency call is placed. This solution is turn-key and code compliant, and includes the following:
 - Hardware that enables audio and text-based two-way communication and video into the elevator cab, including touchscreen mounted in the car operating panel, camera, and all related wiring
 - Wireless communication to KONE Customer Care Center is provided by KONE. No additional data and voice network or phone line is required to be provided by others
 - 4-hour battery backup of both of in-car communication devices, wireless data, and voice network
 - 24 hour-a-day, 7-day-a-week monitoring of elevator by KONE Customer Care Center

NOTE: A valid service contract with KONE, including KONE 24/7 Emergency Communications and KONE 24/7 Connected Services, must be active. These services are included in the proposal for the duration of the warranty maintenance period. Sufficient AT&T cellular connectivity in the control space and a dedicated 110V disconnect are required to be provided by others to enable KONE 24/7 Emergency Communications.

- **NOTE:** We have included the removal of the existing elevator equipment (not tied to structure) and installation new MonoSpace 500 FRB elevators as noted above. We plan on removing the piston, cutting the cylinder flush with pit floor, removing the oil from inside the cylinder, back filling the cylinder with sand and the last two feet with concrete. **We anticipate retaining the existing entrances and will be installing our rail brackets and hoistbeam as needed.** We will be moving equipment through the building and will need coordination access during normal business hours. Additional work would be required by others and this would include any modifying of the hoistway to meet code and the fire rating, electrical work, sump pump, sprinkler system removal and floor protection. Any refinishing of the existing entrances would be by others. We will convene a startup meeting to discuss full scope of work required by others. Please review the attachments to this proposal for additional information and we would recommend contacting a QEI inspection agency for a report of all the work to be done to meet code.
 - Ensuring existing pit is ready to receive the new elevator equipment.
 - **Kone Standard MonoSpace Specification and materials and applies to either option unless otherwise noted.**
 - We anticipate the elevator controller being installed in the existing machine room. This space is required to be modified as needed to meet code along with any new electrical work (disconnects, fire alarm, etc.) as required.

- This elevator is design for Class A loading as referenced in ASME A17.1 This means it is designed for passenger and light service duty and while loading, no one single piece can be more than 25% of rated capacity.
- **W8x28 Hoist beam and Safety tube furnished and installed by KONE**
- Pit ladder supplied and installed by Kone
- **Rail brackets provided and installed by Kone**
- Main Power supply anticipated to be 208 volts (480-volt motors available)
- Slide guides included
- Extruded Aluminum Sills included no angle brackets required
- KONE Standard KRMS (Kone Remote Monitoring System) included in 1-year warranty period
- Proposal based on installation completion 2022 with 2022 labor rates.
- **Elevator designed to seismic category B; (Non-Seismic).**
- Standard Kone material specifications
- A set of protective cab pads included per elevator
- 12 months of Maintenance and Warranty included from Final Acceptance
- If rollable access is not available on the bottom level there may be additional costs for installation.
- A Fire Status panel is not included but can be priced as an option if required.
- Proposal based on **existing** Hoistway construction of masonry; if other design additional costs may apply.
- Kone will only partake in a PLA if previously accepted by the IUEC. Additional costs may be associated.
- Notwithstanding anything to the contrary contained in the Contract Documents, prior to turnover, Subcontractor requires a signed Final Acceptance Form and receipt of a Final Punchlist for the Project from all parties. At the time of equipment turnover, Subcontractor must be paid in full, less 5% maximum retention, the Subcontract Price including all unpaid Change Orders or outstanding change directives.
- Any additional site safety training or orientation exceeding 1hr at the start of the project may result in an additional cost.
- Any required daily or weekly safety requirements above and beyond KONE's standard procedure may result in an additional cost.
- Final payment including retention is due 30 days after Final Acceptance of the elevator. If payment is not received within 30 days, warranty and maintenance services could be suspended until payment is received.
- Our proposal is based upon execution of a KONE Care extended maintenance agreement with the construction contract. The terms of this agreement shall be honored during the warranty period and include KONE Care with 24/7 Connect, wireless and 24/7 phone monitoring. Please find KONE Care 24/7 Connect detail attached.
- Air Monitoring of the elevator pit will be completed by the GC if required. Once Kone is on site we will document the daily reading completed by the GC. Kone will provide our Standard documentation noting that the elevator pit is classified as a non-permit required confined space.
- Kone will provide silica testing and safety documentation if required.
- This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, if further tariff legislation impacts the work included in this proposal, and KONE's price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.
- Payment and Performance Bonds are not included in proposal. If desired, it's an additional \$6 per \$1000 of final contract value.
- A 30% engineering payment is required prior to any equipment being released for fabrication. See Payment terms for additional details.
- Any Shop Drawings or Submittals provided by KONE for the Project will be deemed to have been reviewed, accepted and certified by the Consultant, Construction Manager, General Contractor, Architect or Owner (or any one or more of these parties, as the case may be), as being accurate and in conformity with the Contract Documents, provided there is no written objection, clarification, or comment to be addressed, within ten (10) calendar days, by any party as to the accuracy of said Shop Drawings or Submittals. Notwithstanding anything to the contrary, any disclaimer by the Consultant,

Construction Manager, General Contractor, Architect or Owner as to their responsibility for confirming the adequacy, accuracy and completeness of the Shop Drawings or Submittal shall be null and void. KONE will not be liable for any loss, damage, claim or delay resulting from any error or omission in the Shop Drawings or Submittals after the ten (10) day period mentioned above.

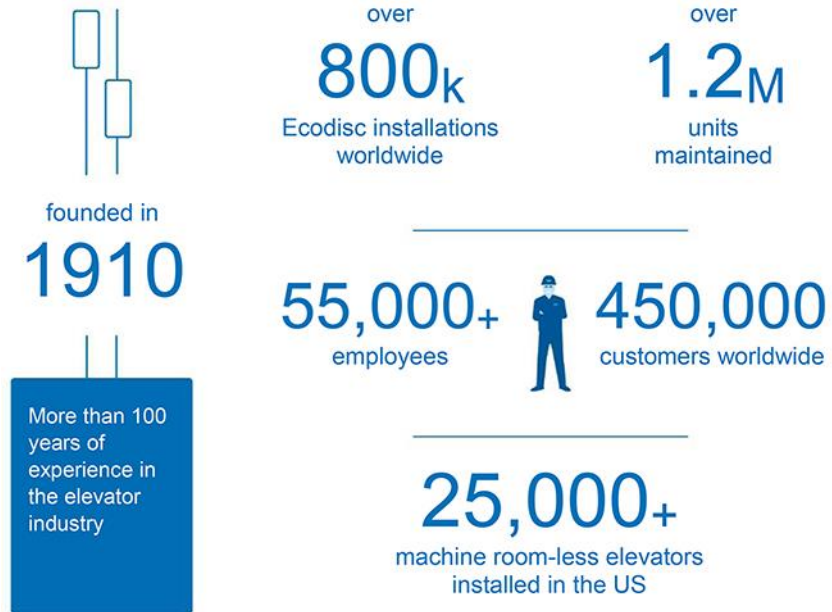
- The Owner (or General Contractor) shall pay for all reasonable costs incurred by KONE due to any requirement to perform work out-of-sequence, or to accelerate the schedule as a result of any event beyond KONE's control. If additional labor is required, this shall be charged accordingly, but will be subject to the availability of qualified personnel. Notwithstanding the foregoing, any request for KONE to accelerate the schedule or work out-of-sequence, must be agreed to by the parties and evidenced by a written change order prior to any changes taking effect. KONE shall not be required to provide evidence of inefficiencies in its Work.
- KONE shall not be required to proceed with any Contractor initiated change to the Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order signed by both parties. However, should KONE be directed to proceed with Extra Work pursuant to the Contract without a fully executed Change Order, work by KONE is conditioned upon prompt conversion of the Extra Work to a fully executed Change Order. If the Extra Work in the aggregate exceeds 5% of the original contract price, KONE and Contractor shall meet within 5 business days of KONE's request for a meeting, and either party may request the Owner to attend this meeting. If no mutually acceptable Change Order is signed by both parties, KONE may suspend work and pull off site immediately without consequence to KONE. No action by KONE, including but not limited to performing Extra Work without a executed Change Order, shall be construed to be a waiver of its right to seek payment for the Extra Work performed, obtain a change Order at a later date, or seek an extension of time for performance. KONE will not be required to proceed with Extra Work. If there is reasonable safety concern, a product limitation, or it is unreasonable, in KONE's judgement, to proceed.
- Contractor/Owner must provide KONE with five (5) days written notice of any event or occurrence giving rise to any back-charges, withholding, set-off, or claim assessed against KONE. The failure to provide such notice shall result in Contractor/Owner expressly waiving any and all rights to seek back charges or any other damages or remedy for such event or occurrence.
- The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic

4. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, and autowalks.

You are supported by our broad district and branch network across North America.



Product offer

KONE MonoSpace®

A flexible machine room-less traction elevator solution for low to mid-rise buildings.

- Excellent eco-efficiency – hoisting technology, lighting and standby solutions for energy efficient operation.
- Superb ride comfort – smooth and quiet operation in compliance with our strict ride-comfort standards.
- Versatile design - a broad set of attractive materials and accessories to create the perfect interior for your elevator.



KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind

KONE elevators can be equipped with KONE 24/7 Connected Services. This solution allows our teams to predict issues and take action before a shutdown occurs. For our customer and building tenants, it means improved reporting and communication on maintenance work with full transparency and ease of mind.

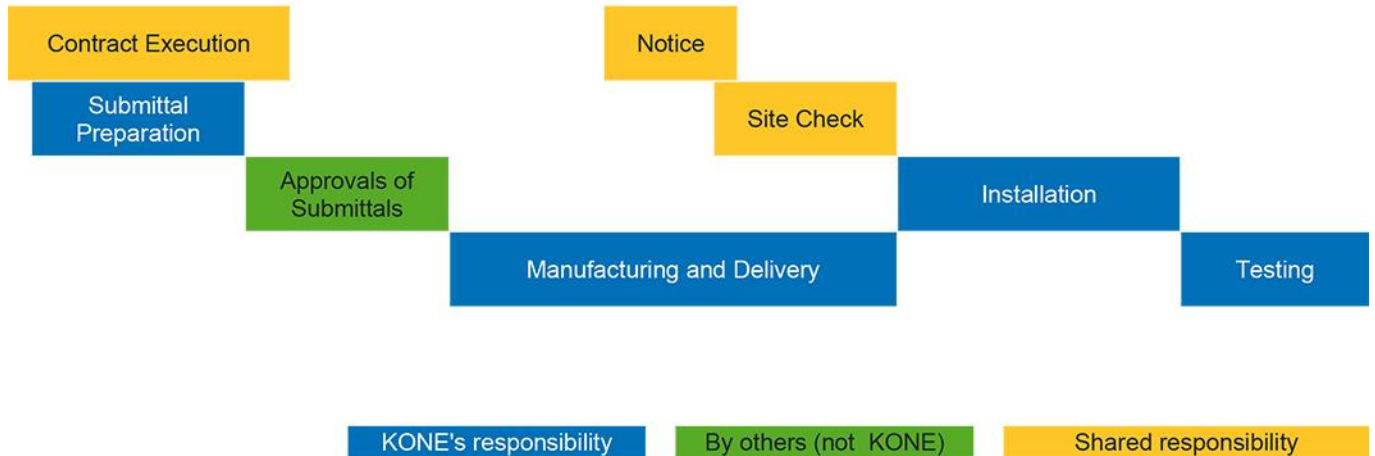


Read more at kone.us/connected

5. Ensuring Project Success

Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:



Task	Duration	Description
Preparation of Submittals	2 weeks	From receipt of contract and first payment.
Contract Review	6 weeks	From receipt of full contract package. All referenced documents required.
Approval of Submittals	TBD	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.
Manufacturing and Delivery	15 weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time. Delivery times may be extended due to delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, availability of personnel, logistics providers, and supply chains.
Notice to commence on site and site check	2 weeks	Prior to starting the installation, KONE requires a two-week notice to inspect the site to ensure it fulfils the requirements set by KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.
Installation	9 +/- weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
Testing and Commissioning	1-2 weeks	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.

Site Preparation

KONE requires the following conditions fulfilled two weeks prior to commencement on site. Please see Bid Attachment “B” / Site Safety Requirements / Work by Others for more detailed site requirements. These conditions will be verified during the site readiness visit.

- 1 Adequate access for delivery of elevator material + clean/dry 20' x 20' storage space per elevator.
- 2 The hoistway, pit, and machine room must be clean, dry, and constructed per the approved KONE final layout drawings. Any required support for guide rail brackets, divider beams and divider screens from pit floor to the top of the hoistway will be provided by others. Note: bracket support points may be required between floors. The hoistway must be plumb according to tolerances listed on KONE Final approved layout drawings.
- 3 Removable, OSHA approved barricades must be provided around all hoistway openings. Provide and install full entrance protection, made of nylon mesh or reinforced plastic at all hoistway openings per OSHA 1346 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
- 4 Permanent or temporary three-phase and single-phase power of permanent characteristics with disconnect switches.
- 5 A hoist beam and safety beam (furnished by KONE) must be cut to size and installed in the elevator overhead per the approved KONE final layout drawings (hoistbeam capable of supporting the load requirement noted in our shop drawings).
- 6 Applicable work areas must have adequate lighting.
- 7 Finished floor marks must be visible from the hoistway openings at all landings.

Warranty / maintenance

Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including regular time callback service.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

Tariffs

Please note: This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, whether in the US or Canada, if further tariff legislation impacts the work included in this proposal, and KONE's price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.

Payment terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's invoices):

30%	Engineering & Site Management
50%	Material
20%	Installation

KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

Sourcing

This Proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our Proposal.

Confidentiality

Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited. Copyright © 2020 KONE Inc. All rights reserved.

Completion

The price is based on KONE completing its work by December 31, 2022, and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

Storage/delivery/remobilization

This Proposal is based on the site being handed over to KONE in accordance with KONE Site Safety Requirements, per Bid Attachment "B," on the agreed dates. Any changes to such dates are considered a change to the schedule and KONE shall be entitled to an extension of time and to recover all costs related to such changes and an extension of time. If the Site Requirements are not complete, KONE will not deliver the unit equipment to the job site. If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage **(\$1,600 / month per unit)** and labor for double handling of the materials **(\$4,000)** shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of **\$4,000** per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer's sole risk and cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE's work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.

Operator time

No operator time is included in this proposal. If the General Contractor or another subcontractor requires access to the shaft or the use of the elevator platform for any reason prior to Final Acceptance, KONE will provide an operator per the standard hourly rate of **\$250/hour** for straight time or **\$500/hour** for overtime. Availability of an operator will be determined at the time of the request. KONE's installation schedule shall be extended by the time needed by other trades for access to the shaft.

Temporary construction time use

This proposal does not include provisions for temporary use of the elevator(s). Should temporary use be required, a monthly fee (**\$3,500**), costs of temporary inspections / re-inspections (**\$2,500**), and a hoistway screening cost (if applicable) will apply per elevator. Any additional cost for screening the hoistway (if applicable) and readjusting / refurbishment will be paid by customer. The General Contractor will provide:

- Protection of the elevator(s)
- Protection of hoistway openings
- Electrical service
- Temporary car enclosure
- Operator
- Two-way voice communication boxes at each landing

The KONE Temporary Acceptance Form shall be executed before any elevator is placed into temporary service. Please note that KONE requires two weeks minimum to refurbish the elevator(s) to a "like new" state prior to final turnover.

Hoistway cleaning

KONE is unable to estimate the cleanliness of an elevator hoistway on a construction site, as the amount of debris/dust is dependent on work completed by other trades within the building. As such, KONE has not included any costs for clean down of the elevator shaft but can provide a price if conditions warrant.

Other trade work

No additional time or costs (outside of the equipment installation and inspection time) have been included in this proposal for coordination with the life safety system, security system, or any other trades. KONE shall be entitled to an extension of time and / or additional costs incurred by additional time expended for coordination with other trades.

Phone

This proposal includes one standard, hands-free ADA compliant speakerphone per cab. It will automatically dial to a determined location. A KONE Care – Emergency Phone Monitoring or Wireless Phone service agreement must be completed, (either accepting or denying KONE's monitoring service) two weeks prior to final inspection.

Inspections

This Proposal includes one final inspection by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE's sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing rates. During the final testing, a representative of the fire-life-safety contractors will be required (at no cost to KONE) while testing the elevators. No overtime has been included in this Proposal.

Changes to the work

KONE shall not be required to proceed with any Customer requested change to its Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. This includes, but is not limited to, any changes or revisions, accelerations, resequencing, suspension of KONE's schedule of Work or other delays outside of KONE's control. However, should KONE agree to proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such agreement by KONE is conditioned on the Extra Work being converted promptly to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds 10% of the Agreement Price, or if there is a reasonable safety concern, a product



limitation, or it is unreasonable to proceed. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, shall be construed to be a waiver of Subcontractor's right to seek payment for the Extra Work performed, or to obtain a Change Order at a later date. Customer shall remain directly liable to KONE for payment for changed or Extra Work ordered by the Customer for delays caused by Customer or others subordinated to Customer.

6. Proposal Acceptance

We have read in full and accept the content of this Proposal and all attachments.

Project Name: Albany Airport Elevator #8

Proposal No: T-0005442142

Total Sales Price: \$239,500.00

Customer

ALBANY COUNTY AIRPORT AUTHORITY

Date

Signature

Printed name

Bid Attachment “A” / KONE Inc. General Terms and Conditions (New Equipment)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within 30 days from the date of the Bid Letter unless stated otherwise. Prior to commencing manufacturing, KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance, which is incorporated by reference herein, or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. If there are any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material. KONE shall not

participate in a composite clean-up crew or any costs thereto. KONE shall not attend jobsite meetings until mobilized onsite.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization.

KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed. KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance. Should damage occur to KONE property, material or work-in- place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages. KONE shall abide by Customer’s safety policies and procedures to the extent such policies and procedures are not in conflict with KONE’s Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades prior to Equipment turnover.

6. TEMPORARY USE

Temporary use of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE’s Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in “like new” condition.

7. HAZARDOUS MATERIALS

KONE’s work shall not include any abatement or disturbance of asbestos containing material (“ACM”), presumed asbestos containing materials (“PACM”), or other hazardous materials (i.e. lead, PCBs) (collectively “HazMat”). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer’s sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE’s Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE’s work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE’s works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE’s work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE’s expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punchlist. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manual on a flash drive. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

Bid Attachment “A” / KONE Inc. General Terms and Conditions (New Equipment)

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use (“Claims”) due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program's manual shall govern as the only insurance requirements for this Project. In the event that the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance

requirements for this Project. This shall apply to the project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. BACKCHARGES

KONE shall not be responsible for backcharges unless Customer provides at least 2 business days' written notice prior to incurring such charges, supporting documentation and such charges directly arise out of KONE's failure to perform under the Proposal.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

21. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Site Safety Requirements / Work by Others
KONE MonoSpace 500 Bid Attachment “B”

Purchaser to provide the following in accordance with code requirements. NOTE: All site preparation required to be in place prior to KONE's start must be ready two (2) weeks prior to the start of installation.

General

1. Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of others.
2. Provide forklift for KONE's exclusive use during the unloading of the elevator at time of delivery.
3. Provide any cutouts to accommodate the elevator equipment (see notes below).
4. Provide and install finished elevator cab flooring prior to balancing cabs (coordinate with KONE). Cab flooring/weight allowance shall be in accordance with KONE's approved layouts. Owner must provide certification (to the elevator inspector at time of inspection) that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1).
5. Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date.
6. Owner must provide certification (to the elevator inspector at time of inspection) that owner-supplied elevator interior finishes meet flame spread and smoke density requirements (ASME A17.1/CSA B44 sec. 2.14.2.1). In the case of using glass, transparent or translucent plastic panels for car interiors, they shall meet the requirements of ASME A17.1/CSA B44 sec. 2.14.1.8, ANSI Z97.1/ CGSB 12.1 in Canada.
7. Provide cutting/ coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator.
8. Provide any repairs such as grouting, patching and painting made necessary by such cutting/ coring. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21, or any applicable local code.
9. Please note that none of the elevator components are weather- proof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator, hoistway, and controls must remain protected from inclement weather prior to and throughout the installation.
10. If KONE 24/7 Emergency Video Communications: For units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): Customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through voice and text with people in the elevator and to have a video display of the cab interior.

Safety

11. Provide adequate, roll-able access (clear path without obstructions, walls, etc.) into the building for delivery of the elevator material. Clean, safe, secure and dry storage is required adjacent to the hoistway at grade level with minimum space of 21' x 56' [6.4m x 17m] per elevator.
12. Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code.
13. Provide and install full-covering entry protection as per local requirements and manufacturer's requirements. Protection to be made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per Federal OSHA requirements listed in 29 CFR 1926.502(j). In Canada, where required by Provincial regulation, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
14. Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb [2250 Kg] load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above, or install KONE- provided 5" x 5" x 3/8" (127mm x 127mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost. Engineering details, attachment details and/or modifications, or any beam(s) alterations in the field for installation is by others.
15. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code.
16. Provide and maintain 6-foot (1800 mm) clear work area in front of all entrance openings per OSHA 29.CFR1926.502 or any applicable local code.
- Hoistway**
 17. Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2" [50 mm] greater and may not be less than the clear dimensions detailed. (Tolerance: -0" + 2" [-0 mm +50 mm]).

18. Provide hoistway ventilation per local building code requirements as applicable. For proper equipment operation, the machine space in machine room or at the top of the hoistway must maintain a temperature between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
19. Provide any partitions between common hoistways if applicable.
20. Provide for installation of hoisting I-beam in the elevator hoistway overhead per the KONE final layout drawings. Beam supplied by KONE unless otherwise noted on the layout drawings. Engineering details, attachment details and/or modifications, or any beam(s) alterations in the field for installation is by others.
21. In cases where multiple elevators are in a common hoistway, and the counterweights are located between elevators, the entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (150mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than 0.048-inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb. (ASME A17.1 – 2019 / B44 – 19: General Requirements.)
22. On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1 / CSA-B44 code edition in effect at the time of installation and /or any applicable local code.
23. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded, additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense.
24. If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense.
25. All offsets, ledges or projections within the hoistway shall be addressed in accordance with applicable local code. All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in Massachusetts, California and District of Columbia.
26. If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to IBC 2000 or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).
27. KONE entrance jamba are non-ferrous and material may not be attached to them (i.e. fire doors/curtains).
28. Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls. **NOTE:** If concrete block wall construction- to prevent overloading entrance frames, top of entrances should not receive more than one row of block. A lintel must be installed to support additional rows of block.
29. Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed. **NOTE:** Traditional angle or concrete sill support is not required.
30. Provide finished-floor height marks visible from hoistway openings at all landings minimum one week prior to beginning entrance installation. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping," CONSTR-07-0675.
31. Provide suitable, permanent lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical.
32. Electric lighting shall have a minimum lighting intensity of 200 lx (19 fc) at the floor level. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
33. If the control space is located remote from the elevator hoistway top landing the following may apply:

- a. If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
- b. Provide suitable lighting in or above the machine space access with light switch located within 18" [457 mm] of strike jamb side of access space door where practical.
- c. When permitted by state and local code the light switch should also control the machine space lighting.
- d. In cases where a battery lowering device is provided, control closet may not be adequate. Please consult KONE representative.
34. Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
35. Provide and install light switch located at manual brake release location: may also be required in control space per local jurisdiction.
36. Where a single elevator is installed in a hoistway and a portion of the travel extends higher than 11m (36 ft.) between entrances (single blind hoistway), emergency door(s) must be provided. Emergency doors and their electrical contacts shall comply with the current ASME A17.1/CSA-B44 code edition in effect at the time of installation and/or any applicable local code. ASME A17.1-2019/B44-19 requirement Section 2.11.1.2 covers "Emergency Doors in Blind Hoistways" and Section 2.26.2 covers "Electrical Protective Devices". Each emergency door must be provided with an electrical contact with minimum UL/CSA NEMA A300 rating suitable for use in a 3-amp 230VAC circuit. Consult KONE representative if there are any questions concerning the code requirements.
37. In jurisdictions enforcing the NBCC and in jurisdictions enforcing NFPA 72, the means for testing and maintenance of fire alarm initiating devices without having to enter the hoistway shall be permitted. When this means is provided it must comply with ASME A17.1-2019/B44 requirement 2.8.2.4 and the location of equipment inside the elevator hoistway must be coordinated with KONE sales and/or operations representative.
- Pit**
38. Provide a legal, dry and clean pit with level pit floor, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads.)
39. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs. per square foot (7 kPa). The sump pump/drain must, at minimum, remove 3,000 gal/h (11.4 m³/h):
- a. ASME A17.1-2016/B44-16 and earlier, per elevator.
 - b. ASME A17.1-2019/B44-19 and later, per single hoistway or multiple car hoistway.
40. Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version. Recommended to provide minimum 4-foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction.
41. Provide a dedicated pit circuit with GFCI-protected 15 or 20-amp 120VAC duplex outlet. Location to be coordinated with the KONE project team using the KONE final approve layout drawings (NFPA 70 article 620.85; CEC article 38.85 whichever is applicable).
42. Provide non-GFCI-protected single receptacle for sump pumps (NFPA 70 article 620.85, NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
43. Pit ladder to be constructed of non-combustible material extending from pit floor to 48" [1200 mm] above the sill of the access landing. Pit ladder is supplied by KONE; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing and location with KONE representative to assure proper fit in hoistway.
44. When a separate pit access door is provided, it must conform to ASME A17.1, requirement 2.2.4.5. When an electric contact is required, it shall comply with ASME A17.1, requirement 2.2.4.5 (b) (1).
- Electrical**
45. US Applications - Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 or any applicable local code.
46. Canadian Applications - Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 or any applicable local code.
47. Provide dedicated GFCI-protected 20-amp 120VAC duplex (15 amp in Canada) outlet next to each control cabinet.
48. Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620.54 / 620.53 / 620.51d, CEC articles 38.54/ 38.53/36.51d).
49. Provide 480/208VAC (USA) or 575/208VAC (Canada) three-phase permanent power, including piping, wiring and fused disconnect, to controller location to facilitate elevator installation prior to start of project.

WARNING: An Open Delta transformer is not acceptable to supply the main power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.

50. Provide 220VAC single-phase temp. power and 115VAC single-phase temp. power, of permanent characteristics at each elevator landing for lighting and installation method tools. Locate connection points at elevator hoistway.

NOTE: For installation purposes related to items 49 and 50, please consult your KONE representative to confirm disconnect location(s) and type of temporary power.

51. When generator is used to provide 3-phase 480/208VAC (USA) or 575/208VAC (Canada) power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present.

NOTE: Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to provide consistent three-phase voltages balanced within +/- 10% when measured phase-to-phase and +/-10% when measured phase-to-ground.

52. Provide a dedicated 20-amp 115VAC circuit in the fire command room piped and wired to the lobby panel where applicable.

53. Provide a dedicated 15-amp, 115VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet for car lighting. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

54. Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for each elevator with KONE 24/7 Emergency Video Communications, when specified. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53)."

Control Space/ Integrated Controls Solution (ICS)

55. Provide a legal control space/ machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation, the temperature in the control space must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.

56. Provide safe and convenient access to control space/machine room including provisions for necessary lighting for access path (ASME A17.1/CSA B44 sec2.8.1, ASME A17.1 / CSA B44 sec 2.7.3).

57. Provide a clean and dry elevator control room.

58. Provide suitable lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.

59. Provide dedicated GFCI-protected 120VAC 20- amp duplex (15 amp in Canada) outlet in the shaft, located above and centered to the entrance opening at the controller landing. Consult KONE installation team for precise location.

60. Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch with UL/CSA Class RK1 fuses. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.

NOTE 1: If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main power is in the ON position, and is normally open (NO) when power is in the OFF position.

NOTE 2: If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is NC when the main power is in the ON position.

NOTE 3: Shunt trip not allowed in Canada and some US jurisdictions.

61. Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator control room. GC/ Owner may elect to have a separate analog line installed (one per elevator), or GC/ Owner may elect to provide DID lines from an Analog Station Card in the building's PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. All phone and associated equipment provided by GC/ Owner shall be in compliance with the requirements of ASME A17.1/ CSA B44, local codes and applicable law, as amended.

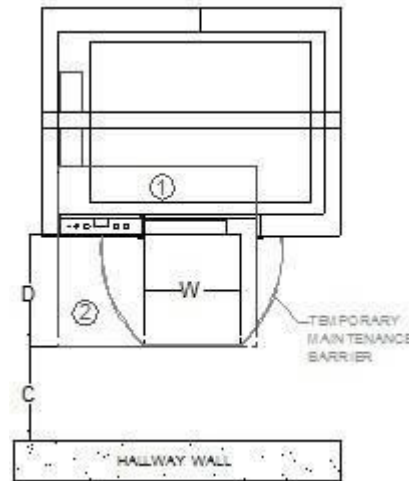
62. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group.

- 63. With emergency power service provide emergency power transfer switch and power change pending signals as required; 2 normally open dry contacts from transfer switch to controller (2 pairs plus ground wire). One contact closes to signal emergency power is present, the other contact closes to give 30 second pre-signal prior to transfer switch change. Termination of these wires is at the primary elevator signal control cabinet in each group (2 pairs plus ground wire).
- 64. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector (hoistway detector requirement determined by local code), and one for all grouped non-lobby detectors are required. Provide normally-closed dry contacts, with wiring, to controller for each group listed above.
- 65. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies, machine room and controller space.
- 66. Provide heat detectors and "shunt-trip operation (US Only)" when sprinklers are required in machine room, machinery space, control room, control space or hoistway, (ASME A17.1 sec 2.8.3.3.2, NFPA 13 & NFPA 72).
- 67. If Fire Status Panel or Security panels are required, all remote conduit runs from elevator equipment room/machine space to these panels shall be by others.
- 68. Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.8.2).
- 69. Provide and mount at minimum a 10-pound, ABC-type fire extinguisher in control space (ASME A17.1 sec 8.6.1.6.5). (Not required in Canada).

Applicable for Integrated Control Solution (ICS)

- 70. Provide a completely open front wall at top landing with access as indicated on the KONE Final Approved Layout Drawings. Must have adequate temporary or permanent lighting for installation purposes. **NOTE:** The lobby side of the ICS control cabinet must be faced with 2 layers of dry wall to comply with UL certification, regardless of front type. See KONE Final Approved Layout Drawings for details and wall type and minimum dimensions.
- 71. Provide environment for proper equipment operation during installation and after acceptance, the temperature at the top floor elevator lobby must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.

- 72. Provide safe and convenient roll-able access to top floor elevator lobby area. (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.7.3).
- 73. Provide 480/208VAC (USA) or 575/208VAC (Canada), three-phase permanent power, including piping, and wiring from fused disconnect, to junction box located in hoistway at top landing to facilitate elevator installation.
WARNING: A Wye configuration transformer is required. An Open Delta transformer is not acceptable to supply the main power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.
- 74. FIRE ALARM INITIATING DEVICE (FAID). FAID is a requirement of ASME A17.1/B44, rules 2.27.3.2.1 (b) and 2.27.3.2.2 (b).



	USA	CANADA	COMMENT
W	30"	1m	NEC2014, CEC2020
D	36"	1m	NEC2014, CEC2020
C	Min 36"	Min 914mm	Minimum recommended. Consult ADA requirements for exact building clearance

- 1. Since ICS control enclosure is vented into the hoistway, a fire alarm initiating device (FAID) is required in this portion of the control space.
- 2. A fire alarm initiation device (FAID) is required in the lobby area to protect the control space when ICS is open.

Fire Service Access and Occupant evacuation Operation IBC 2018 or Designated Fire Fighter's Elevator per the NBCC

75. Fire service access elevators per code requirements (IBC 403.6) shall be provided with hoistway lighting per code requirements (IBC 3007). The hoistway lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the operation of the elevator or reduce any clearances below applicable code requirements. Additionally, provide an enclosed 24 vdc relay (Omron G2R-1-S-DC24, or equivalent) local to the controller for interfacing hoistway lighting with elevator system (applicable only in jurisdictions enforcing the IBC, International Building Code). Consult KONE representative to assure required clearances are provided.
76. Conductors and cables located outside of the elevator hoistway, machine space and control space, that provide normal or standby power, car lighting power, car ventilation power, car heating power, car air conditioning power, control signals, communication with the car and fire/heat-detecting systems control signals to Fire Service Access Elevators or designated Firefighter's Elevator, shall be protected by construction having a fire-resistance rating of not less than 2 hours. (APPLICABLE ONLY IN JURISDICTIONS ENFORCING THE IBC BUILDING CODE OR THE NBCC OR ANY APPLICABLE LOCAL CODES.)
77. Fire Service Access elevators shall be provided with hoistway lighting.
78. Prevent water from the operation of an automatic sprinkler system outside the enclosed lobby from infiltrating the hoistway enclosure in accordance with an approved method per rule **3008**.
79. Means for elevator shutdown in accordance with Section 3005 shall not be installed on elevator systems used for Fire Service Access and/or Occupant Evacuation Elevators per rule **3008**.
80. Occupant Evacuation elevators shall be continuously monitored at the fire command center or a central control point approved by the fire department and arranged to display all of the following information per rule **3008**.
- Floor location of each elevator car.
 - Direction of travel of each elevator car.
 - Status of each elevator car with respect to whether it is Occupied.
 - Status of normal power to the elevator equipment, elevator machinery and electrical apparatus cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
 - Status of standby or emergency power system that provides backup power to the elevator equipment, elevator machinery and electrical cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
 - Activation of any fire alarm initiating device in any
- elevator lobby, elevator machine room, machine space containing a motor controller or electric driving machine, control space, control room or elevator hoistway.
- Provide a minimum of one Elevator Guide monitor per landing for each OEO elevator group.
81. Each Fire Service and /or Occupant Evacuation elevator shall be supplied by both normal power and Type 60/Class 2/Level 1 standby power per rule 3008.
- Elevator equipment.
 - Ventilation and cooling equipment for elevator machine rooms, control rooms, machinery spaces and control spaces.
 - Elevator car lighting.
82. Standby power loads shall be based on the determination of the number of occupant evacuation elevators in Sections **3008.1.1** and **3008.8.1**.
83. Wires or cables that are located outside of the elevator hoistway, machine room, control room and control space and that provide normal or standby power, control signals, communication with the car, lighting, heating, air conditioning, ventilation and fire-detecting systems to occupant evacuation elevators shall be protected using one of the following methods **3008**.
- Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196 and shall have a fire-resistance rating of not less than 2 hours.
 - Electrical circuit protective systems shall have a fire-resistance rating of not less than 2 hours. Electrical circuit protective systems shall be installed in accordance with their listing requirements.
 - Construction having a fire-resistance rating of not less than 2 hours.
Exception: Wiring and cables to control signals are not required to be protected provided that wiring and cables do not serve Phase II emergency in-car operation.

AGENDA ITEM NO. 10.7

**Amendment No. 3: General Services
Administration, Transportation Security
Office General Services Administration
Lease No: TL00305; 20-1059 Public Building
Service Lease Amendment No. 3**

AGENDA ITEM NO: 10.7
MEETING DATE: May 2, 2022

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Finance*

ACAA APPROVED
05-02-2022

Contact Person: Michael Zonsius

PURPOSE OF REQUEST:

Amendment No. 3: General Services Administration, Transportation Security Office

General Services Administration Lease No: TL00305; 20-1059
Public Building Service
Lease Amendment No. 3

AMOUNT: *N/A*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes___ No___ NA ✓
Account String: N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal ___ State _____ Airport _____ NA ✓

JUSTIFICATION:

Request is made to approve amendment No. 3 to Contract 20-1059 (TL00305). Amendment will cause to include in the lease an additional clause: "FAR 52.204025 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SUREVEILLANCE SERVICES OR EQUIPMENT"

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:

YES ✓ NA _____

PROCUREMENT DEPARTMENT APPROVAL:

N/A

AGENDA ITEM NO: 10.7
MEETING DATE: May 2, 2022

BACK-UP MATERIAL:

Lease Amendment No. 3

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p>	<p align="center">LEASE AMENDMENT No. 03</p>
<p align="center">LEASE AMENDMENT</p> <p>ADDRESS OF PREMISES</p> <p align="center">Albany International Airport, Albany Shaker Road Albany, NY 2211-1057</p>	<p>TO LEASE NO. GS – 02P – 00753</p> <p>PDN Number:</p>

THIS AMENDMENT is made and entered into between Albany County Airport Authority,

whose address is:

Albany International Airport 737,
Albany Shaker Road
Albany, NY 2211-1057

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, as previously amended, to (1) implement a clause for the FAR Rule on Section 889 Part B, which prohibits the award of any contract (or renewing or extending a contract) to an entity who uses prohibited foreign telecommunications equipment.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended effective **May 31, 2022** as follows:

1. This Lease is amended to include an additional clause: FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020). Please see EXHIBIT A attached to this Lease Amendment.

This Lease Amendment contains **3** pages.

Except as modified by this Lease Amendment, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this Lease Amendment conflict with any terms and conditions of the Lease or any previous Lease Amendments, the terms and conditions of this Lease Amendment shall govern and control.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT A

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means –

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity’s possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

<https://dibnet.dod.mil>.

INITIALS: _____ & _____
LESSOR LESSOR GOV'T

EXHIBIT A

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

INITIALS: _____ & _____
LESSOR LESSOR GOV'T

AGENDA ITEM NO. 11

Authorization of Change Orders

AGENDA ITEM NO. 12

Authorization of Federal and State Grants

AGENDA ITEM NO. 13

Informational Only

Old Business

New Business

Executive Session

Attorney-Client Privilege Matters