



**ALBANY COUNTY AIRPORT AUTHORITY
REGULAR MEETING
AGENDA**

December 5, 2022

General:

- 1. Chairman's Remarks**
- 2. Approval of Minutes
Regular Meeting – November 7, 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 Issue Purchase Orders for the purchase of Waste Management Services Contract No. - 22-1136**
 - 10.2 Lease: Lease of 68 Sicker Road (ACAA Bldg. No. 215), with KisKis Tire Company, Inc.**
 - 10.3 Authorization to purchase 3.1 +/- acre Parcel 362-364 Old Niskayuna Road**
 - 10.4 Management Agreement: Airport Management Services Agreement with AVPORTS ALB LLC**
 - 10.5 Contingent approval of expenditure not to exceed \$1,056,788 (\$996,788 and \$60,000 for insurance policy premiums and insurance broker services, respectively).**



10.6 Professional Services Contract No. S-22-1127 Design Services for the Rehabilitation of Concourse A with Fennick & McCredie Architecture

11. Authorization of Change Orders - None

12. Authorization of Federal and State Grants

12.1 Acceptance of NYSDOT Aviation Project Funding [Grant] Agreement Terminal Expansion at Albany International Airport; DOT Pin # 1A00.95; Comptroller's Contract No. K007494

13. Informational Only

14. Review and approval of the Authority's PROCUREMENT CONTRACT GUIDELINES, OPERATIVE POLICY, PETTY CASH ACCOUNTS AND INSTRUCTIONS (Procurement Guidelines) adopted December 14, 2015 and last reviewed December 6, 2021.

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters:

AGENDA ITEM NO. 1

Chairman's Remarks

AGENDA ITEM NO. 2

Approval of Minutes



Minutes of the Regular Meeting of the Albany County Airport Authority

**ACAA Approved
12/05/2022**

November 7, 2022

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday November 7, 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
Lyon M. Greenberg, M.D.
Sari M. O'Connor
John-Raphael Pichardo
Steven H. Heider

MEMBERS ABSENT

Thomas A. Nardacci
Kevin R. Hicks, Sr.

STAFF

Philip F. Calderone, Esq.
Christine C. Quinn
Matt Cannon
Liz Charland
Steve Iachetta
Michael F. Zonsius
Doug Myers
Helen Chadderdon
John LaClair
Margaret Herrmann
Bobbi Matthews

ATTENDEES

Ray Casey, Airport Consultant
Arturo Garcia, Chief Operating Officer, AvPorts
Fire Chief Dave Cook, AvPorts - ARFF
Jim O'Brien, AvPorts Operations Manager
Kevin Hehir, AvPorts Building Maintenance Manager
Jeffrey Jamison, Chief Counsel to the Albany County Executive
George Penn, Director of Operations Albany County
Brian King, Million Air Manager
Rich Amadon CHA
Jeremy Martelle, CHA
Perry Blanchard, AvPorts
Katherine Mahoney, AvPorts
Dave Dague, Arthur Little Co.
Janet Thayer, Esq.



Chair Fresina noted that there was a quorum.

General:

1. Chairman's Remarks

Chair Fresina requested a moment of silence for former ACAA Board Chair Rev. Kenneth J. Doyle who passed away October 28.

2. Approval of Minutes

Ms. O'Connor moved to approve the minutes of the October 17, 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 November 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 November 2022.

5. Project Development

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

6. Counsel.

7. Concessions/Ambassador Program

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

8. Public Affairs

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

9. Business & Economic Development



Mr. Cannon introduced David Dague, Principal Arthur D. Little

Mr. Dague presented an air service update.

Action Items:

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

10.1 Purchase: One (1) 1500 Gallon GSE (Ground Service Equipment) Refueler

Mr. Zonsius recommended authorization to approve the purchase of One (1) 1500 Gallon GSE (Ground Service Equipment) Refueler to replace the current GSE Refueler, F-24, purchased in October 2005. He advised this vehicle is used to refuel all of the ground service equipment, including belt loaders, baggage carts, ground power units, pushback tractors, deice trucks, heaters, a/c carts and fuel trucks. Million Air will use this truck daily to keep the airport's fleet moving. This purchase will be 100% Airport funded.

Ms. O'Connor moved to approve the purchase of One (1) 1500 Gallon GSE (Ground Service Equipment) Refueler in the amount of \$240,550. The motion was adopted unanimously.

11. Authorization of Change Orders - None

12. Authorization of Federal and State Grants - None

13. Adoption of Budget 2023 in the amount of \$228,684,996 (includes \$164,353,548 of Contributed Capital) and authorization to transfer \$110,552 from the Authority to the Albany County Airport Authority OPEB Trust.

Mr. Zonsius advised the Finance Committee met on October 17, 2022 and the committee recommends Adoption of the 2023 Airport Operating Budget in the amount of \$228,684,996 (includes \$164,353,548 of Contributed Capital) and also recommends authorization to transfer \$110,552 from the Authority to the Albany County Airport Authority OPEB Trust.

Ms. O'Connor moved to adopt the 2023 Airport Operating Budget in the amount of \$228,684,996 (includes \$164,353,548 of Contributed Capital) with inclusion of adjustments of the Million Air Budget and also recommends authorization to transfer \$110,552 from the Authority to the Albany County Airport Authority OPEB Trust. The motion was adopted unanimously.

Old Business: None

New Business: None



Executive Session - Attorney-Client Privilege Matters

Ms. O'Connor made a motion to go into executive session to discuss:

ES-1 – Appointment of a particular corporation.

The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 1:45 p.m.



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Action Items:

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Contract Amendments**
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Equipment) Refueler**
- 11. Authorization of Change Orders - None**
- 12. Authorization of Federal and State Grants - None**
- 13. Adoption of Budget 2023 in the amount of \$228,684,996 (includes
\$164,353,548 of Contributed Capital) and authorization to transfer
\$110,552 from the Authority to the Albany County Airport
Authority OPEB Trust.**

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters:

AGENDA ITEM NO. 3

Communications and Report of Chief Executive Officer



PC

MEMO: December 5, 2022
TO: Albany County Airport Authority Board Members
FROM: Philip F. Calderone, Esq., Chief Executive Officer

- Operations, Enplanements and Finances

Central Terminal Passenger Screening Expansion and Amenities Enhancements

Schematic Design Meeting #1

December 1, 2022

Presented by:

- EDR
- CHA
- Gensler
- Foit Albert
- Faith Group



Work Plan

Workplan Objective

The goal of this workplan is to outline the process of design, as well as identify milestone dates which are to be met. Meeting these important deadlines will assist in progressing the design forward in a timely manner to follow an established project schedule. The workplan also identifies required approvals and sign-off by all parties involved.

This project workplan is specific to the design process timeline but does factor in a projected 14-month construction period. The construction timeline is essential to the overall project schedule but will ultimately be driven by the Construction Manager to meet the move-in date established by the client.

Note: At meetings indicated below, where an approval or sign-off is to take place, it is requested that all individuals with the authority to approve the design or portions of the design attend the meeting.

Pull Plan Meeting #1 – November 3, 2022

In person – CHA Colonie Office

Attendees: CHA (David Hatton, Jeremy Martelle, Chan Byun, Ben Winschel, Kelly Melaragno, Jeremy Lazzara, Tony Stellato, Joseph Delabruere), Genster (Charles Morley, Kevin Todd), Albany Airport, Heather Bemis, Design Sub-Consultants

Agenda to be provided by Heather Bemis

Schematic Design Meeting #1 – December 1, 2022

In Person

Attendees: CHA (David Hatton, Jeremy Martelle, Chan Byun, Ben Winschel, Kelly Melaragno, Jeremy Lazzara, Tony Stellato, Joseph Delabruere, Delwyn Williamson), Genster (Charles Morley, Kevin Todd), Albany Airport, Design Sub-Consultants

- Proposed:
 - Elevations
 - Sections
 - Plans

Action items before next meeting:

Item	Ball in Court
1. General agreement with scope/direction of design	ACAA/ALB

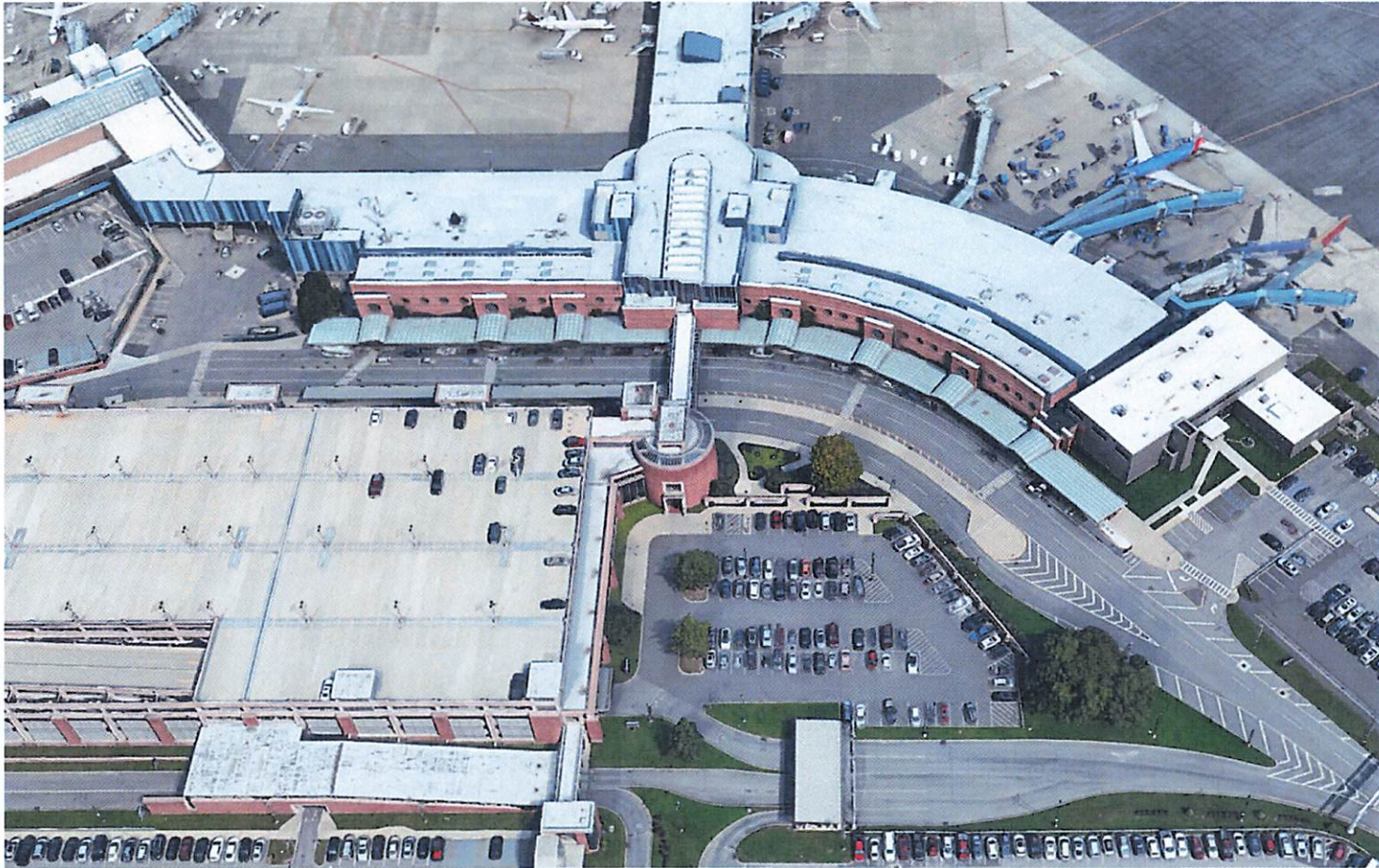
Schematic Design Meeting #2 – December 20, 2022

In Person



INTERNATIONAL AIRPORT

CELEBRATING
70 YEARS
1952-2022



Existing Conditions

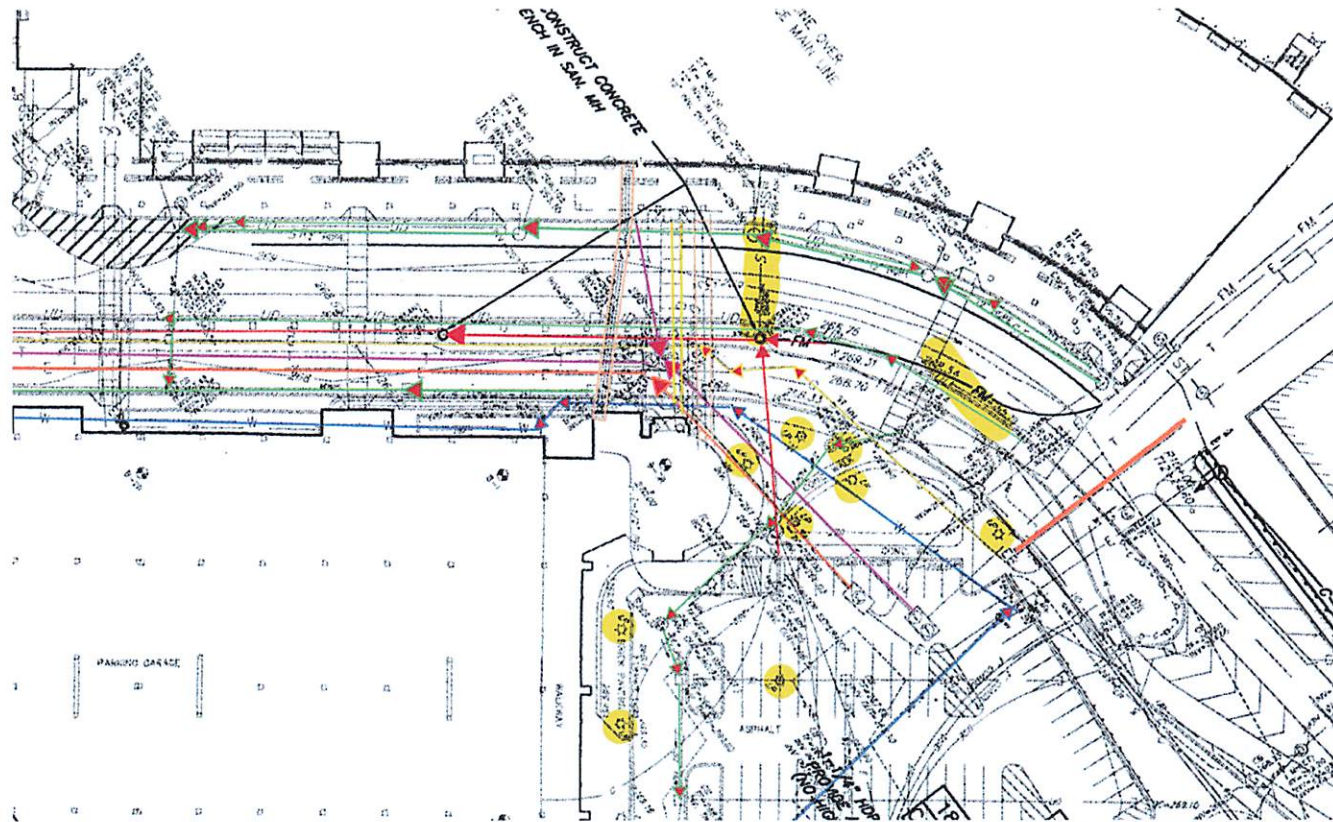
December 1, 2022





INTERNATIONAL AIRPORT

CELEBRATING
70 YEARS
1952-2022

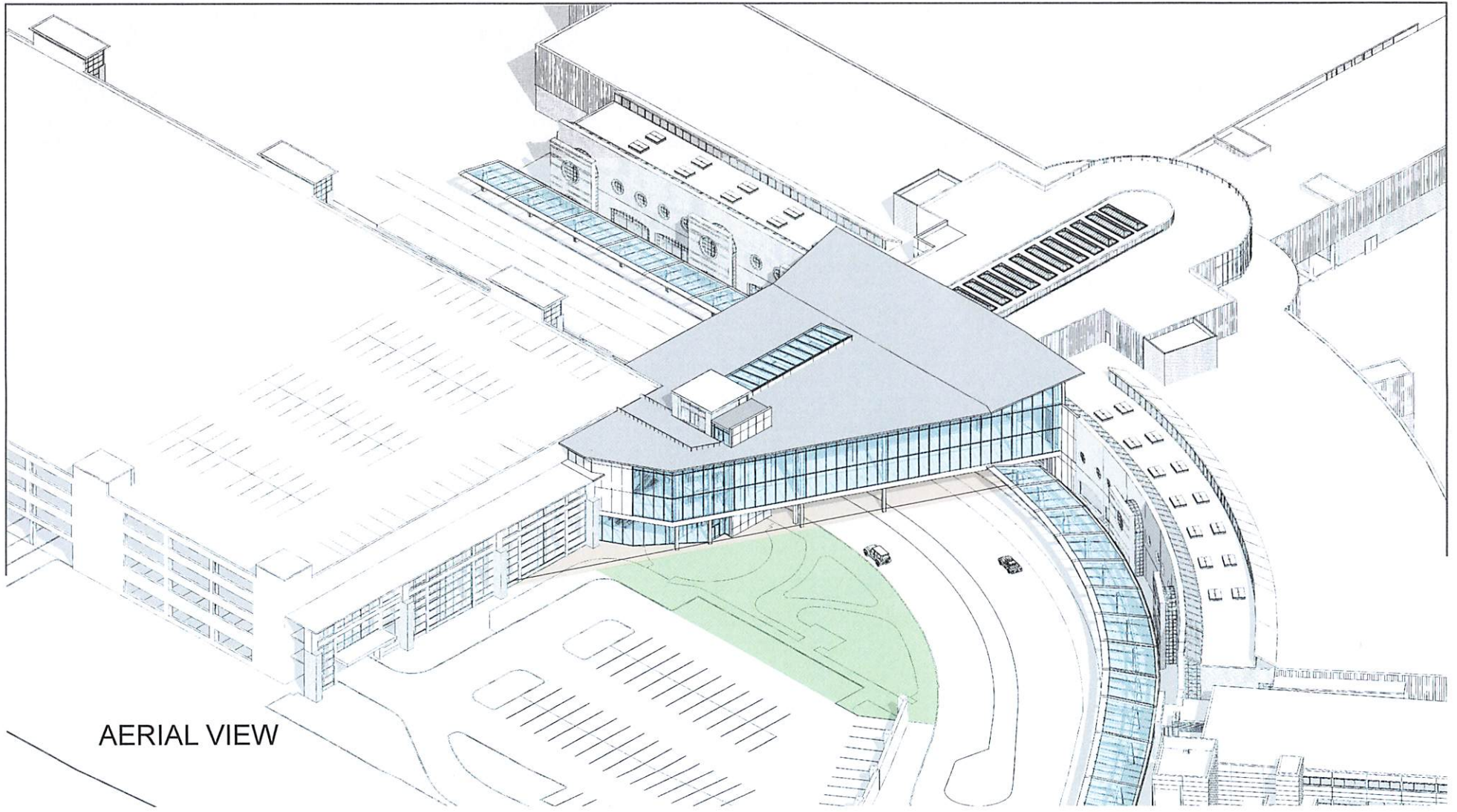


Approximate Utility Location Information

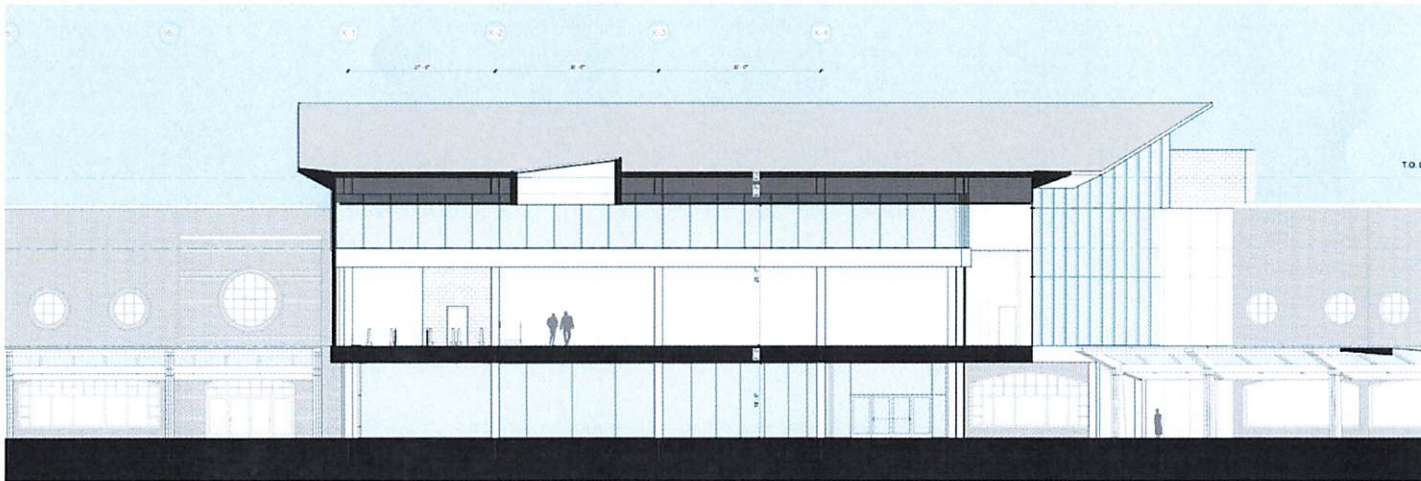
December 1, 2022

Not to scale

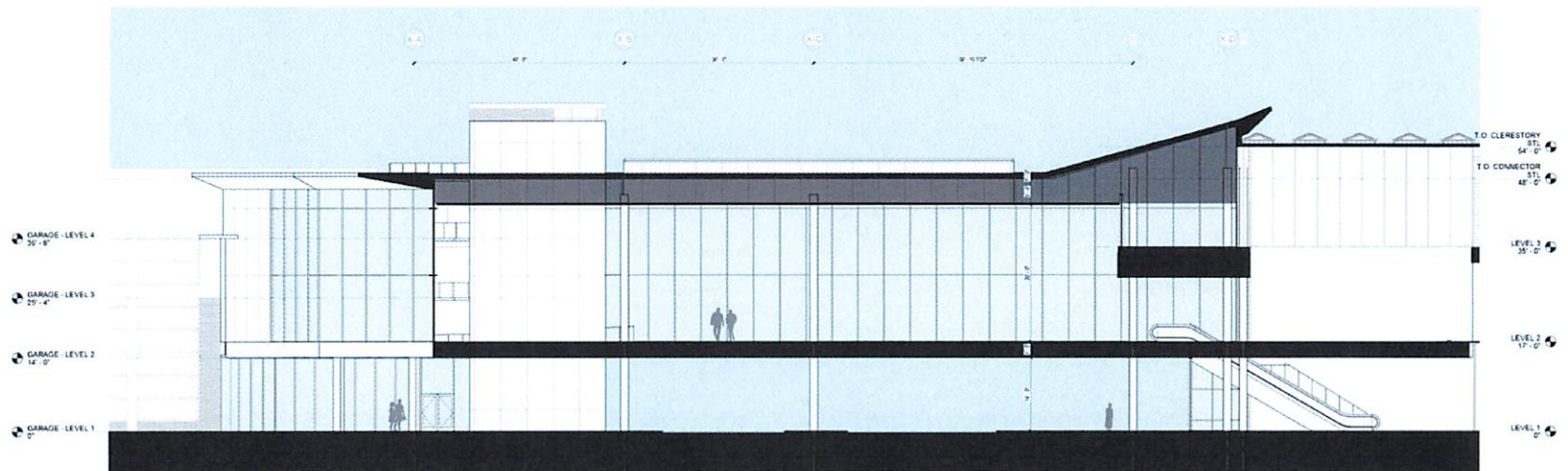




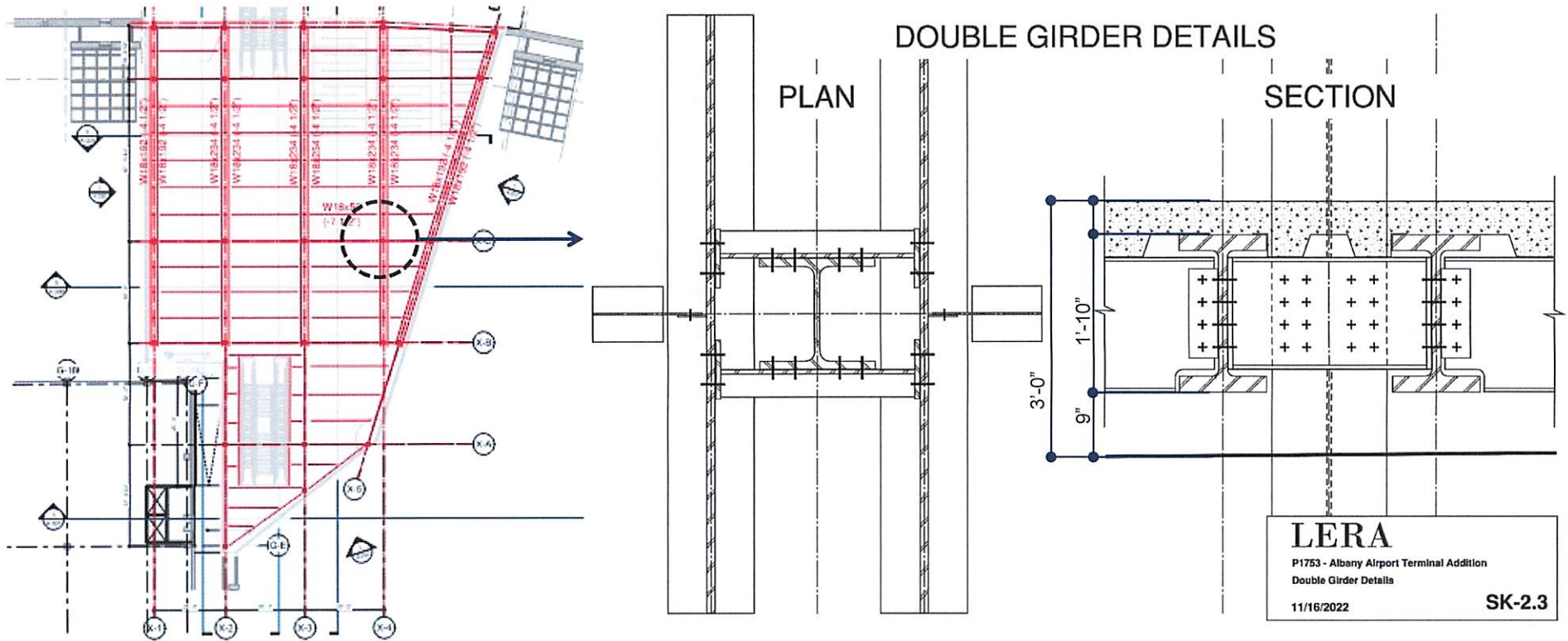
AERIAL VIEW



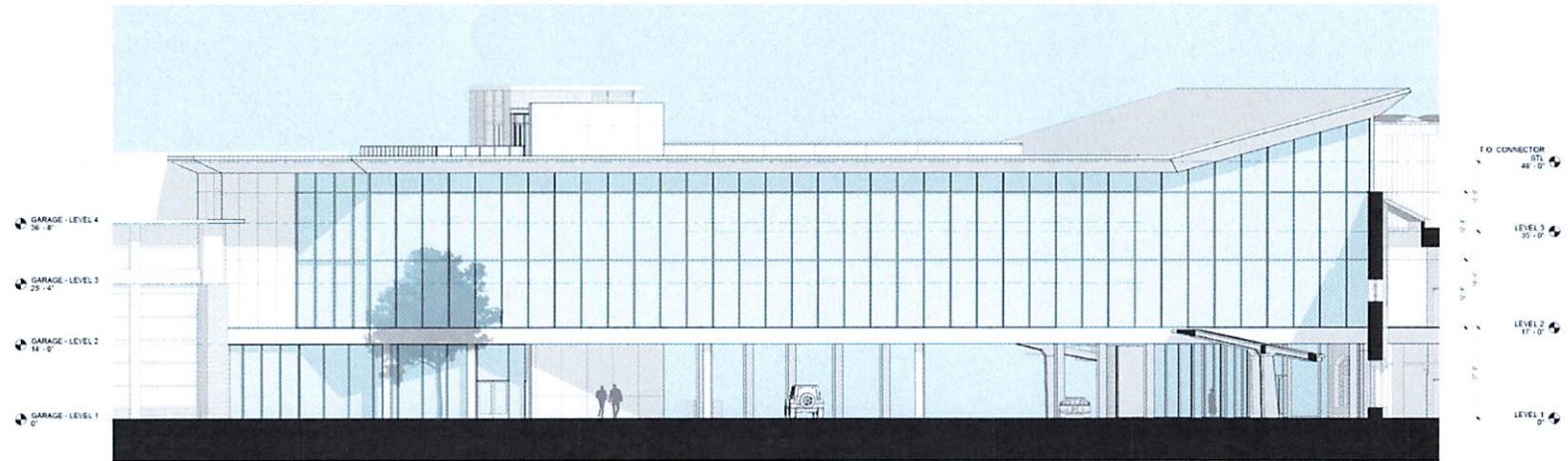
CROSS SECTION



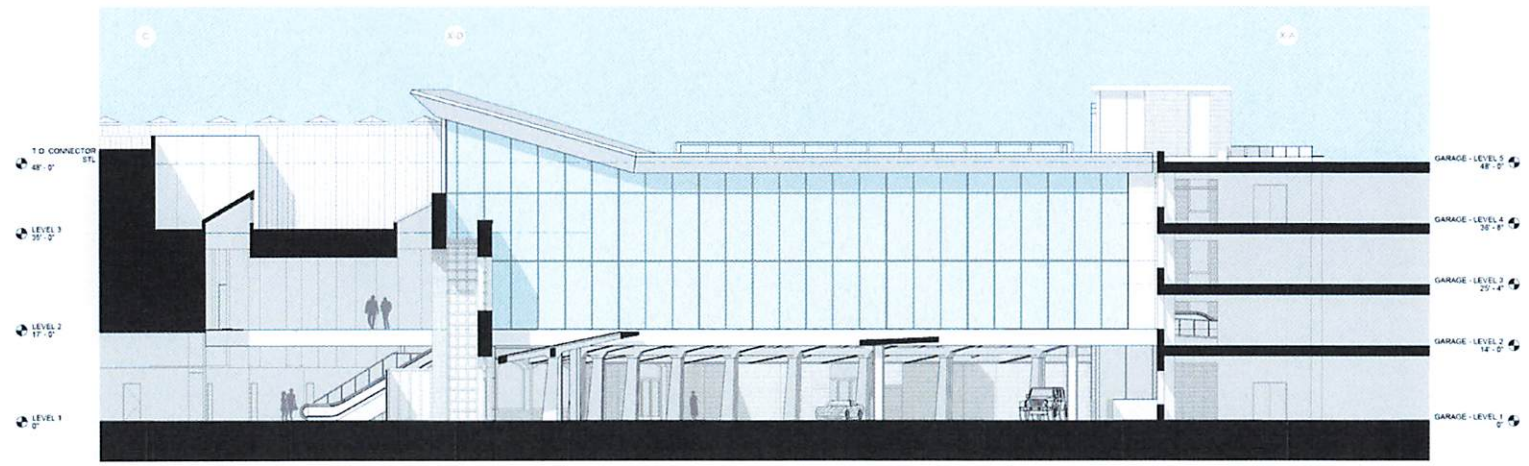
LONGITUDINAL SECTION



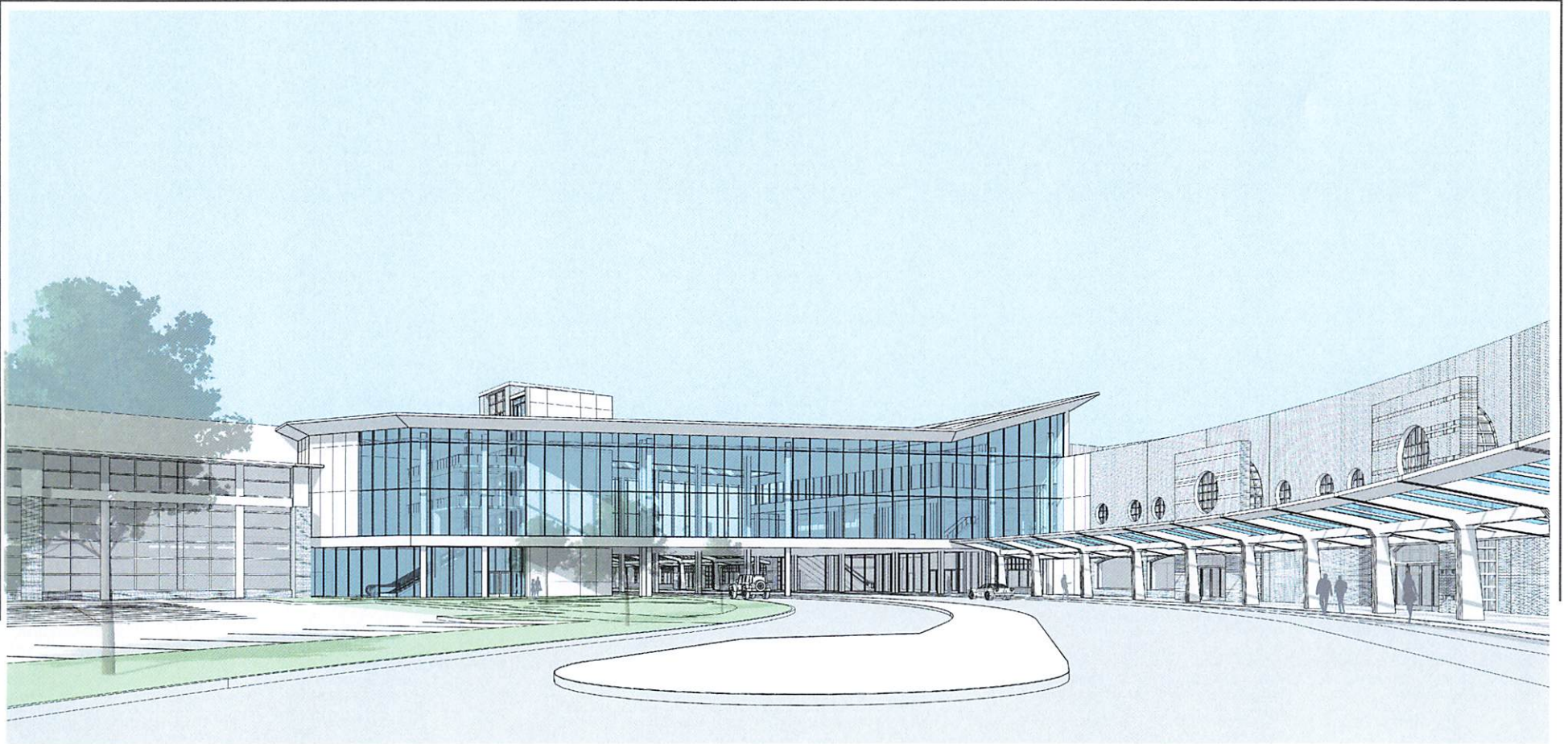
STRUCTURAL SYSTEM @ CONNECTOR



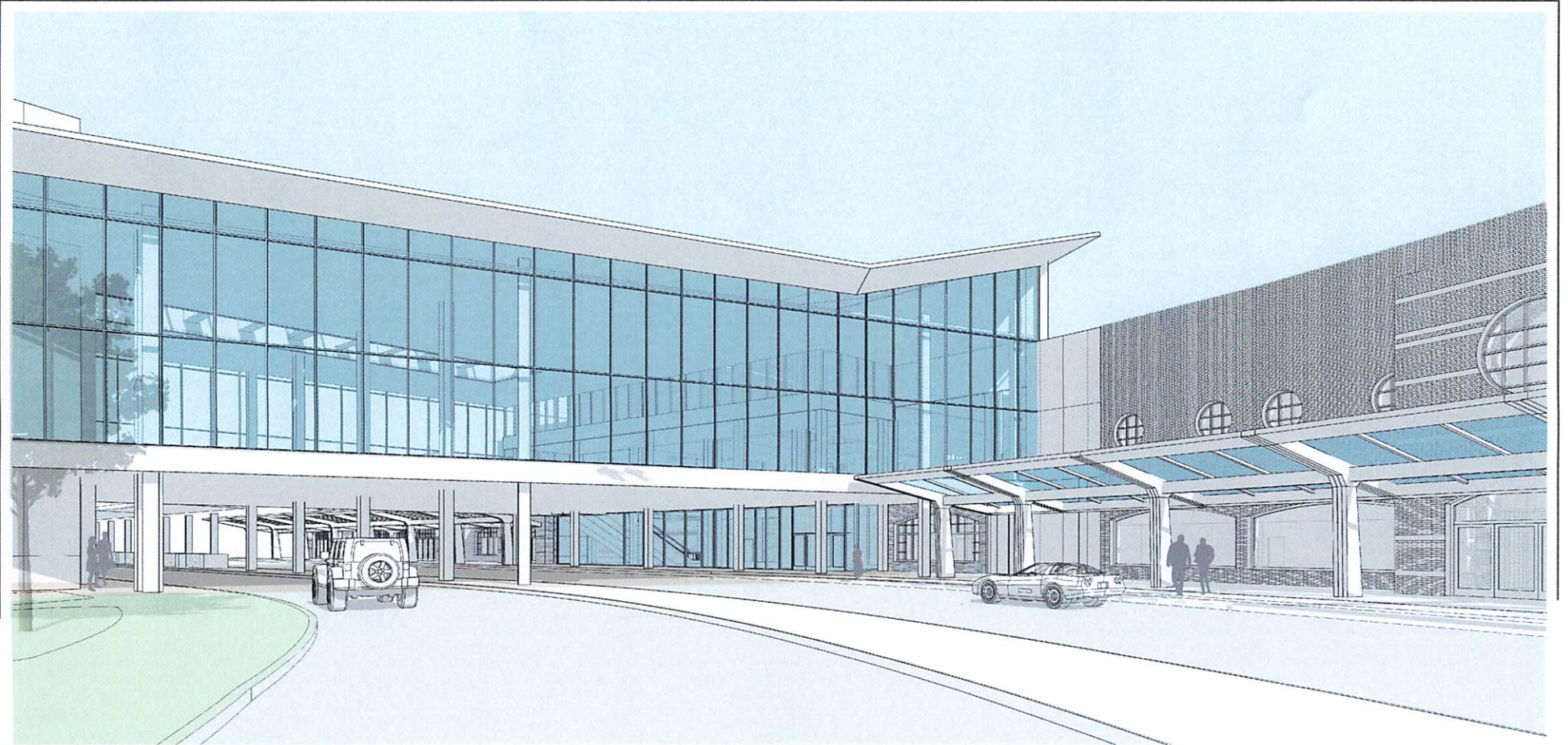
EAST ELEVATION



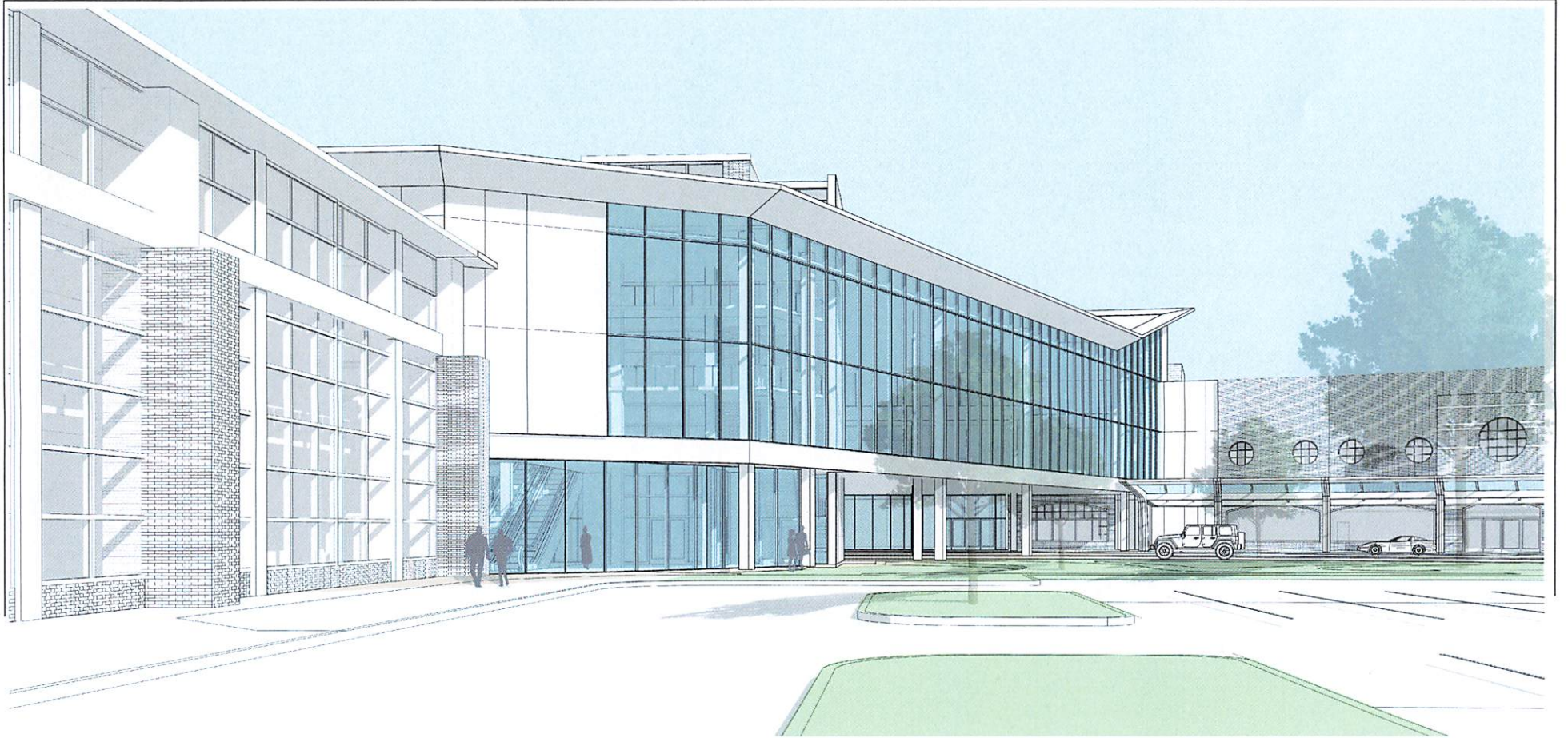
WEST ELEVATION



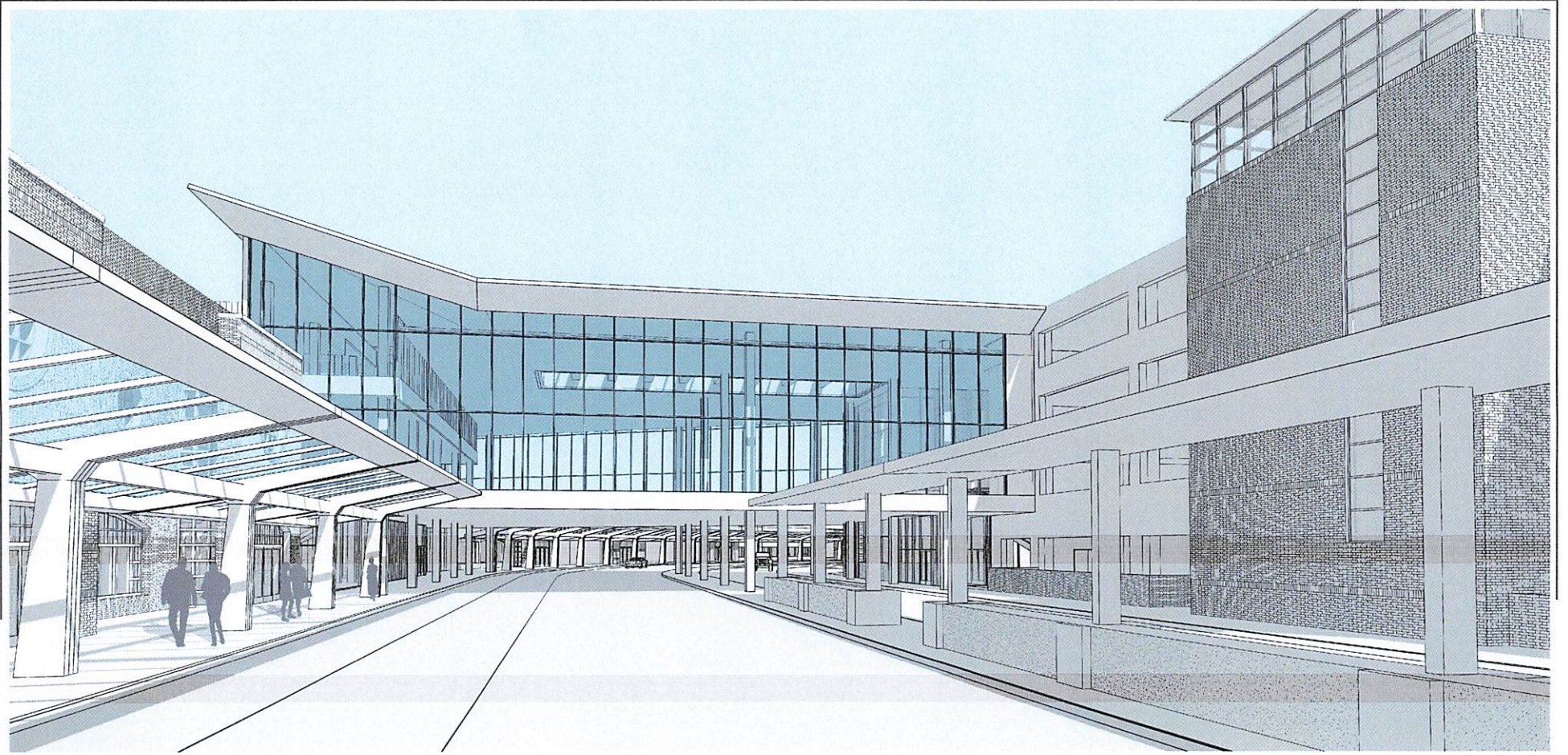
ARRIVAL VIEW



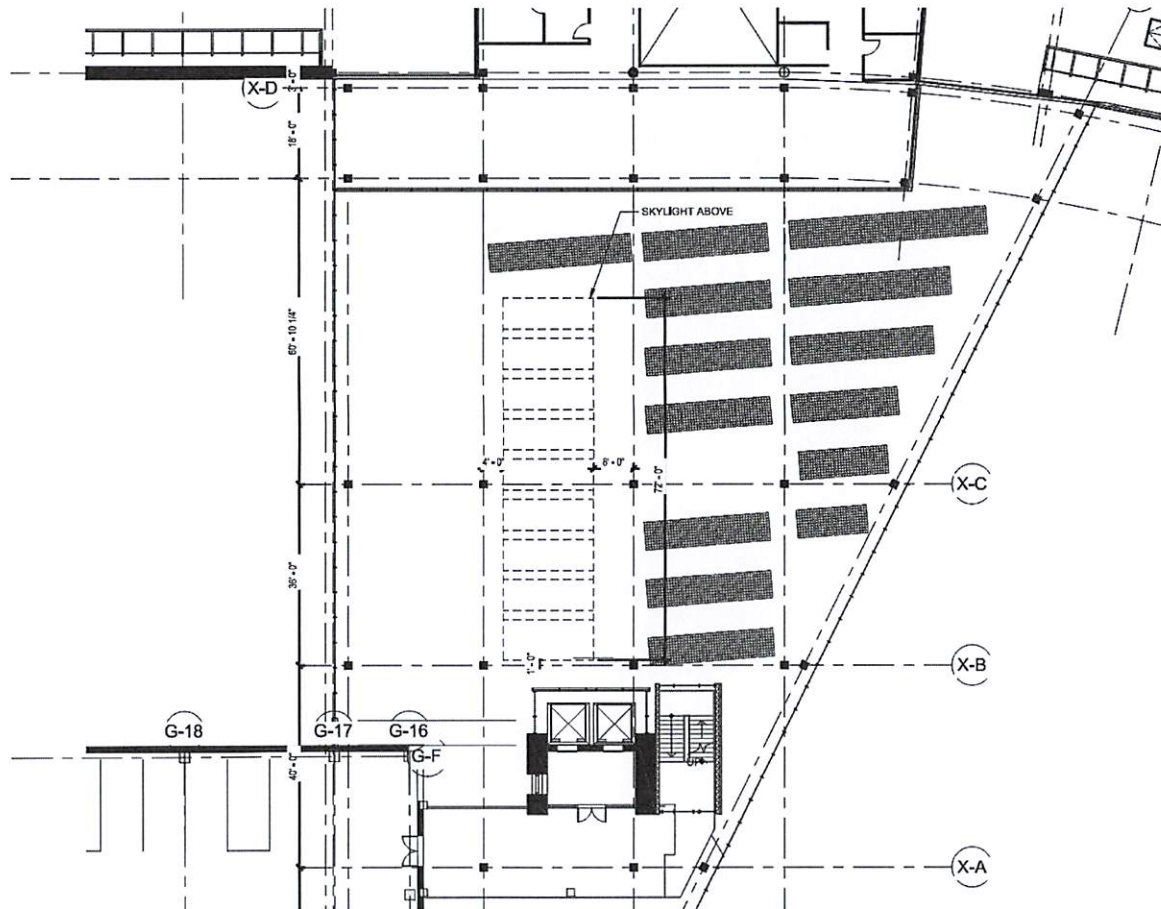
VIEW FROM EAST



VIEW FROM GARAGE

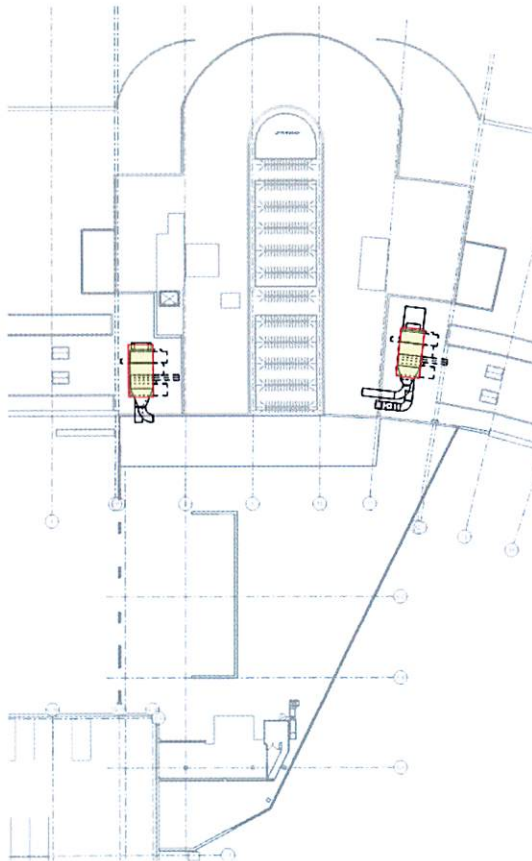


VIEW FROM WEST



Conceptual Photovoltaic (PV) Array Layout

- 30 kW Output
- Approximately 100 Panels, 60 cell (3.25' x 5.5')
- Additional Space Required for Batteries, Inverters, Controls, etc...



Conceptual Air Handling Unit (AHU) Layout

- 2 AHU's @ ~25,000 CFM
 - Variable Air Volume control
 - Multiple fans in fan array for increased redundancy and reduced down time
 - MERV 13 Filtration, Air side Economizer
 - BMS Integration, Demand Control Ventilation
- Fan Powered VAV's with hot water Reheat for interior & perimeter Zone Control
- Radiant Floor slab heating

AGENDA ITEM NO. 4

Financials



ALBANY

INTERNATIONAL AIRPORT

Monthly Financial Report

October 2022

(dated November 30, 2022)

Table of Contents

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November 30, 2022

ACAA Members
Philip F. Calderone, Esq.

INTRODUCTION

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

	2022 Current Year versus			
	2022 Month	2021 Month	2021 YTD	2021 Prev. 12 Mo.
Enplanements	19.9%	4.9%	39.8%	53.1%
Cargo	(15.1)	(5.6)	11.1	9.0
Operations	12.1	3.8	14.4	16.9

	Month	
	Oct22	Oct21
Destination Airports	14	13
Scheduled Monthly Flight	1,218	1,182
Average Daily Flights	39.4	38.1
Pax Lift (Pax Seats)	131,673	125,324
Enplanements	119,918	114,335

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 \$28,020,477 and equates to approximately 10.26 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	\$ 4,074,209
Projects – PFC	9,819,949
Projects – Other	<u>1,358,553</u>
	\$15,252,711

Accounts Receivable

The Accounts Receivable balance is approximately 6.40 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	\$ 1,749,928	\$12,216,737
FBO Profit	(6,551)	2,062,000
	1,743,377	14,278,737
Other Rev/Exp (d.ser.)	(407,656)	(4,639,191)
Capital Contributions	481	819,743
Airline Incnt. Payts.	(25,595)	(216,028)
	(432,770)	(4,035,476)
	\$1,310,607	\$10,243,261*

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

Operating Revenues

Monthly operating revenues increased \$267,209 from the same month the prior year. YTD operating revenues increased \$9,392,612 over the same time period the prior year.

Airport Operating Expenses

Monthly operating expenses were approximately \$2,019K and \$2,325K for 2022 and 2021, respectively. YTD operating expenses were \$24,878K and \$21,067K for 2022 and 2021, respectively.

AIRPORT OPERATING BUDGET

Monthly airport operating revenues were favorable by approximately \$800K, due in large part to the increase in parking and rental car revenue. Monthly airport operating expenses compared to budget were favorable by approximately \$624K.

YTD airport operating revenues were favorable by approximately \$7,400K. YTD airport operating expense were favorable by approximately \$1,555K.

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)	35.2	(13.7%)	4.0%	9.5%
AvGas (gals)	57.1	22.5	34.0	26.6

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

The FBO had operating profits of (\$6,551) and \$2,062K, for the month and year-to-date, respectively.

Monthly FBO operating revenues were favorable to budget by approximately \$220K, due in large part to JetA fuel sales. Monthly FBO COGS (cost of goods sold-fuel) compared to budget were unfavorable by approximately \$180K. Monthly FBO operating expenses compared to budget were unfavorable by approximately \$248K.

YTD FBO operating revenues were favorable by approximately \$2,129K, due in large part to JetA fuel sales. YTD FBO COGS (cost of goods sold-fuel) compared to budget were unfavorable by approximately \$846K. YTD FBO operating expenses compared to budget were unfavorable by approximately \$697K.

PASSENGER AIRLINE SCHEDULES

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

	Begin	+	-	End
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	9	(25)	292
Jun22 (week#22-26)	288	22	(14)	300
Jul22 (week#22-31)	300	27	(6)	321
Aug22 (week#22-35)	321	7	(18)	310
Sep22 (week#22-39)	310	-	(40)	270
Oct22 (week#22-44)	270	13	(6)	277
Nov22 (week#22-48)	277	4	(38)	243
Dec22 (week#22-52)	243	26	(4)	245

PROJECTIONS

2022 and 2023 enplanement projections are as follows:

	2022	2023
Jan 2022	1,200,000	1,400,000
Feb2022	1,200,000	1,400,000
Mar 2022	1,200,000	1,400,000
Apr 2022	1,200,000	1,400,000
May2022	1,225,000	1,425,000
Jun 2022	1,225,000	1,425,000
Jul 2022	1,250,000	1,425,000
Aug 2022	1,250,000	1,425,000
Sep 2022	1,250,000	1,425,000
Oct 2022	1,300,000	1,425,000
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
Aug22	S&P Global Ratings	A	Stable
	Fitch		Not Rated

FULL TIME FILLED POSITIONS

Workforce consists of the following Full-Time Filled positions:

	<u>Begin</u>	<u>+</u>	<u>-</u>	<u>End</u>
Mar 2022	173	2	(5)	170
Apr 2022	170	3	(2)	171
May 2022	171	7	(3)	175
Jun 2022	175	4	(2)	177
Jul 2022	173	-	(3)*	174
Aug 2022	174	8	(1)	181
Sep 2022	181	5	(3)	183
Oct 2022	187 ⁽¹⁾	6	(10)	184

(1) 4 position adjustment

*adjustment

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>
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	104.2	168.6	95.5	177.6	142.3	208.4
Mar22	65.5	117.1	81.9	149.3	148.5	237.6
Apr22	46.8	70.7	69.8	119.0	122.9	196.6
May22	31.8	38.4	59.9	93.6	101.2	161.5
Jun22	18.1	21.7	49.6	43.3	82.2	136.7
Jul22	7.8	15.1	40.3	61.0	65.5	107.1
Aug22	12.4	15.1	35.6	51.7	54.5	83.7
Sep22	18.5	10.6	33.4	31.4	47.4	21.8

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

	<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>
<u>Cargo (tons)</u>						
	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
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	(7.3)	(14.3)	(7.3)	(14.3)	4.1	3.3
Feb22	3.3	(0.3)	(2.5)	(8.0)	4.0	2.6
Mar22	(0.8)	(8.5)	(1.8)	(8.2)	2.6	0.1
Apr22	(6.7)	(24.2)	(3.3)	(12.8)	0.5	(4.6)
May22	(6.3)	(18.7)	(3.9)	(14.1)	(0.4)	(7.1)
Jun22	(3.1)	(6.8)	(3.7)	(14.6)	(0.8)	(7.8)
Jul22	(5.5)	(14.5)	(4.0)	(13.0)	(1.3)	(9.1)
Aug22	(1.1)	(0.1)	(3.7)	(11.5)	(1.7)	(9.0)
Sep22	(2.5)	(2.3)	(3.5)	(11.7)	(2.3)	(9.5)

* adjusted

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

	Unaudited October 21, 2021	Unaudited October 21, 2022
<u>ASSETS</u>		
CURRENT ASSETS		
Unrestricted Assets		
Cash and cash equivalents	\$ 22,405,764	\$ 28,020,477
Accounts receivable - net	2,406,579	884,677
Lease receivable	--	2,683,477
Prepaid Expenses	478,680	265,229
Total Unrestricted Assets	<u>25,291,023</u>	<u>31,853,860</u>
Restricted Assets		
Operating and Renewal Reserves	7,106,761	7,319,272
CFC Funds	449,541	451,174
Capital Funds	5,607,222	4,074,209
PFC Funds	9,436,977	9,819,949
Revenue Bond Funds	13,903,966	14,343,731
FAA Restricted Funds	203,837	204,840
Concession Improvement Funds	699,097	702,539
Total Restricted Assets	<u>37,407,401</u>	<u>36,915,714</u>
Total Current Assets	<u>62,698,424</u>	<u>68,769,574</u>
NON-CURRENT ASSETS		
Capital Assets	289,281,925	283,537,459
Lease Receivable	--	20,212,167
Prepaid Expenses	225,103	209,668
Total Non-Current Assets	<u>289,507,028</u>	<u>303,959,294</u>
Total Assets	<u>352,205,452</u>	<u>372,728,868</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>355,559,078</u>	<u>375,602,090</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Payable from Unrestricted Assets	1,771,058	2,717,022
Payable from Restricted Assets	13,726,252	15,725,121
Total Current Liabilities	<u>15,497,310</u>	<u>18,442,143</u>
NON-CURRENT LIABILITIES		
Bonds and other debt obligations	77,033,440	68,233,168
Net OPEB liability	5,920,994	5,837,637
Net pension liability - proportionate share	1,308,951	251,551
Total Non-Current Liabilities	<u>84,263,385</u>	<u>74,322,356</u>
Total Liabilities	<u>99,760,695</u>	<u>92,764,499</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Concession Improvement Funds	694,411	762,101
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>2,291,917</u>	<u>25,412,703</u>
<u>NET POSITION</u>		
Invested in Capital Assets, net of Related Debt	208,939,845	209,840,205
Restricted	28,093,065	27,297,098
Unrestricted	<u>16,473,556</u>	<u>20,287,585</u>
Net Position	<u>253,506,466</u>	<u>257,424,888</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 355,559,078</u>	<u>\$ 375,602,090</u>

Albany County Airport Authority
2022 Summary of Revenues, Expenses and Net Results
For the ten months ended October 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	\$ 1,101,344	\$ 1,079,828	\$ 9,202,126	\$ 9,874,748	\$ 10,869,123
Non-Airline	2,049,287	2,400,949	2,689,674	20,492,867	17,827,659	26,225,896
Total Revenues	2,969,500	3,502,293	3,769,502	29,694,993	27,702,407	37,095,019
OPERATING EXPENSES						
Personal Services	872,063	779,112	741,578	8,720,628	7,400,089	8,242,169
Employee Benefits	476,893	378,950	392,321	4,768,931	3,917,754	4,065,393
Utilities & Communications	165,058	91,408	91,976	1,650,575	1,457,943	2,081,652
Purchased Services	458,162	285,969	390,704	4,581,617	3,806,740	4,232,295
Material & Supplies	423,350	480,166	254,853	4,233,497	2,904,014	4,498,564
Office	61,460	31,285	36,978	614,596	403,358	560,180
Administration	64,765	84,142	82,931	647,649	579,069	827,838
Non-Capital Equipment	121,583	194,125	28,233	1,215,833	597,796	370,191
Total Expenses	2,643,334	2,325,157	2,019,574	26,433,326	21,066,763	24,878,282
AIRPORT OPERATING RESULTS	326,166	1,177,136	1,749,928	3,261,667	6,635,644	12,216,737
FBO OPERATING RESULTS	99,020	222,281	(6,551)	990,199	1,257,851	2,062,000
TOTAL OPERATING RESULTS	425,186	1,399,417	1,743,377	4,251,866	7,893,495	14,278,737
OTHER REVENUES (EXPENSES)						
Interest Earnings	52,408	4,183	81,135	524,077	58,239	254,788
Passenger Facility Charges	303,367	303,214	303,367	3,033,668	3,032,140	3,033,668
ACAA Debt Service	(835,018)	(844,235)	(835,018)	(8,350,167)	(8,442,335)	(8,350,167)
Insurance Recoveries	-	-	-	-	53,128	-
Grant Income	435,713	320,510	12,160	4,357,131	4,777,386	115,520
Improvement Charges	30,700	30,700	30,700	307,000	307,000	307,000
Total Other Revenues(Expenses)	(12,830)	(185,628)	(407,656)	(128,291)	(214,442)	(4,639,191)
INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS	412,356	1,213,789	1,335,721	4,123,575	7,679,053	9,639,546
AIRLINE INCENTIVES	(33,333)	-	(25,595)	(333,332)	(126,162)	(216,028)
CAPITAL CONTRIBUTIONS	-	868,376	481	-	5,671,446	819,743
INCREASE (DECREASE) IN NET POSITION	\$ 379,023	\$ 2,082,165	\$ 1,310,607	\$ 3,790,243	13,224,337	10,243,261
NET POSITION, BEGINNING OF PERIOD					240,282,129	247,181,627
NET POSITION, END OF PERIOD					\$ 253,506,466	\$ 257,424,888
RECONCIATION TO AIRLINE FUNDS REMAINING:						
NET RESULTS BEFORE RESERVES	412,356	1,213,789	1,335,721	4,123,575	7,679,053	9,639,546
Less: Capital Improvements	(275,000)	(275,000)	(275,000)	(2,750,000)	(2,750,000)	(2,750,000)
Less: Reserve Requirements	(43,789)	(10,473)	(43,789)	(437,891)	(104,730)	(437,891)
NET RESULTS	93,567	928,316	1,016,932	935,684	4,824,323	6,451,655
Revenue Sharing:						
Transfer to/from Airlines (50%)	46,783	464,158	508,466	467,842	2,412,162	3,225,828
Authority Share (50%)	46,783	464,158	508,466	467,842	2,412,162	3,225,828
Less: Airline Incentives	(33,333)	-	(25,595)	(333,332)	(126,162)	(216,028)
Net Authority Share	\$ 13,450	\$ 464,158	\$ 482,871	\$ 134,510	\$ 2,286,000	\$ 3,009,800

Albany County Airport Authority
Operating Revenues
For the ten months ended October 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	\$ 484,551	\$ 436,758	\$ 4,148,648	\$ 3,532,082	\$ 4,298,486
Landing Fees-Non Signatory	4,440	0	0	44,400	14,090	0
Airline Apron Fees	65,328	66,296	65,412	653,280	662,963	654,123
Glycol Disposal Fee	25,120	3,524	3,110	251,196	164,770	175,927
CARGO						
Landing Fees-Signatory	0	54,347	47,308	0	558,339	480,415
Landing Fees-Non Signatory	0	3,833	3,635	0	39,346	32,890
TERMINAL						
Loading Bridges	48,040	44,841	48,040	480,398	448,409	480,399
Space Rental	361,670	443,951	473,853	3,616,702	4,450,430	4,738,530
Non-Signatory Per Turn Fee	750	0	1,713	7,500	4,319	8,353
TOTAL AIRLINE REVENUES	920,213	1,101,344	1,079,828	9,202,126	9,874,748	10,869,123
NON-AIRLINE REVENUES						
AIRFIELD						
Tenant Maintenance	2,500	(4,626)	489	25,000	37,405	58,888
Total Airfield	2,500	(4,626)	489	25,000	37,405	58,888
TERMINAL						
Utility Reimbursement	2,000	2,175	1,963	20,000	20,783	27,429
Tenant Maintenance	1,713	0	0	17,133	0	0
Space Rent - Non Airline	60,682	64,223	2,403	606,822	676,207	629,475
Food & Beverage	65,000	147,900	107,946	650,000	682,421	986,263
Retail	62,000	95,346	91,710	620,000	649,159	758,372
Advertising	12,500	0	4,300	125,000	136,249	44,597
ATM	1,450	1,450	1,701	14,500	21,590	14,420
Operating Permits	21,150	0	27,240	211,500	179,680	269,985
Vending Machines	3,000	2,283	1,771	30,000	15,842	18,990
Baggage Cart Rentals	1,100	1,291	1,102	11,000	9,863	13,612
Total Terminal	230,595	314,669	240,137	2,305,954	2,391,795	2,763,142
GROUND TRANSPORTATION						
Parking	960,897	1,011,519	1,408,507	9,608,975	6,763,451	13,384,040
Rental Cars	399,500	657,569	514,003	3,995,000	4,317,024	5,238,281
Access Fees	16,597	1,908	9,088	165,969	88,088	126,126
TNCs	14,583	20,649	27,895	145,833	129,646	224,096
Garage Space Rent	8,376	8,190	(9,555)	83,762	82,270	66,453
Garage Kiosk Rent	0	0	18,000	0	0	18,000
Total Ground Transportation	1,399,954	1,699,835	1,967,938	13,999,539	11,380,479	19,056,996
OTHER AIRPORT						
Telephone System - Tenants	3,801	4,500	4,402	38,009	36,018	44,575
Building Rental	9,586	11,357	11,633	95,861	81,922	114,640
Control Tower Rental	67,983	55,481	133,956	679,835	554,813	633,287
Air Cargo Facility	36,110	41,770	43,240	361,097	367,665	406,788
State Executive Hangar	103,924	103,924	103,924	1,039,236	1,039,236	1,039,236
T Hangars	10,102	10,451	11,844	101,024	105,850	123,465
Tie Downs	241	245	248	2,409	2,446	2,483
AV Gas Fuel Sales	4,213	3,863	0	42,130	47,722	140
Industrial Park	50,061	49,144	38,229	500,608	486,268	465,630
Land Rental	36,576	42,475	(22,091)	365,761	311,811	412,028
Eclipse Hangar	25,141	25,141	25,141	251,413	251,413	251,413
Hangar Rental	42,656	27,068	47,956	426,557	440,484	469,739
Antenna Space Rental	0	0	67,231	0	0	67,231
Internet and Cable Access	552	885	775	5,517	5,850	4,750
Fingerprinting	2,000	3,802	674	20,000	27,491	28,510
Tenant Maintenance	83	0	0	833	0	0
Purchasing Proposals	83	0	0	833	40	0
Ebay/Scrap/Equipment Sales	417	0	0	4,167	14,198	9,721
Utility Reimbursement	13,000	8,493	10,184	130,000	141,130	157,570
Reimb of Property Taxes	3,042	0	0	30,417	25,920	26,323
Other	6,667	2,474	3,764	66,667	77,703	89,342
Total Other Airport	416,237	391,071	481,111	4,162,373	4,017,980	4,346,870
TOTAL NON AIRLINE REVENUES	2,049,287	2,400,949	2,689,674	20,492,867	17,827,659	26,225,896
TOTAL REVENUES	\$ 2,969,499	\$ 3,502,293	\$ 3,769,502	\$ 29,694,992	\$ 27,702,407	\$ 37,095,019

Albany County Airport Authority
FBO Results
For the ten months ended October 31, 2022

	Current Month			Year to Date		
	2022 Budget	2021 Actual	2022 Actual	2022 Budget	2021 Actual	2022 Actual
REVENUES						
Retail Fuel						
Jet A Fuel Sales	\$ 437,500	\$ 699,773	\$ 725,783	\$ 4,375,000	\$ 4,915,170	\$ 6,164,048
AvGas Fuel Sales	21,315	31,012	42,963	213,150	230,318	384,665
Commercial AvGas Fuel Sales	1,750	1,639	1,664	17,500	18,314	14,474
Auto & Diesel Fuel Sales	18,333	13,505	20,167	183,333	160,234	212,638
Retail Fuel Sales	478,898	745,930	790,577	4,788,983	5,324,036	6,775,825
Into Plane Fees	42,855	47,150	59,665	428,550	373,235	603,180
Fuel Farm Fees	60,075	44,830	62,767	600,750	348,306	720,003
General Aviation Landing Fees	18,750	27,589	27,853	187,500	217,993	266,768
Aircraft Parking Fees	14,167	18,873	40,874	141,667	159,305	440,179
Deicing Services	152,785	16,024	17,129	1,527,852	622,049	1,070,831
FBO Properties	37,500	27,460	28,947	375,000	293,155	297,985
FBO Services	7,917	10,453	5,034	79,167	78,437	83,603
TOTAL REVENUES	812,947	938,309	1,032,846	8,129,468	7,416,515	10,258,374
COST OF SALES						
Fuel Costs - Jet A	261,675	390,483	421,957	2,616,750	2,555,592	3,365,584
Fuel Discounts - Jet A	28,333	40,386	18,367	283,333	327,894	187,247
Fuel Costs - AvGas	14,790	20,869	32,365	147,900	154,961	297,180
Fuel Discounts - AvGas	370	465	1,032	3,696	4,233	8,086
Fuel Costs - Commercial AvGas	1,417	1,403	1,400	14,167	15,119	11,836
Fuel Costs - Auto & Diesel	14,167	11,574	25,830	141,667	129,016	183,676
Total Fuel Costs	320,751	465,181	500,951	3,207,512	3,186,815	4,053,608
Deicing Costs - Type I & IV	119,163	8,476	16,936	1,191,628	332,004	708,224
Catering, Oil & Other	375	0	0	3,750	1,081	1,474
Total Cost of Sales	440,289	473,658	517,887	4,402,890	3,519,900	4,763,306
Net Operating	372,658	464,651	514,959	3,726,578	3,896,614	5,495,069
CATEGORY						
Personal Services						
Salaries	109,762	103,031	147,871	1,097,621	996,877	1,192,047
Overtime	17,116	17,538	19,351	171,163	143,959	143,819
Total Personal Services	126,878	120,569	167,223	1,268,784	1,140,835	1,335,866
Employee Benefits	40,894	34,993	39,365	408,942	423,232	388,711
Utilities & Communications	6,573	4,366	5,824	65,727	67,294	94,656
Purchased Services	47,811	32,634	153,083	478,112	579,958	506,580
Materials & Supplies						
Buildings	7,842	6,570	64,241	78,422	46,953	305,538
Grounds	3,167	716	1,080	31,667	8,373	6,373
Vehicles	27,418	25,956	44,046	274,180	220,905	427,170
Total Materials & Supplies	38,427	33,242	109,366	384,268	276,231	739,081
Administrative Expenses	13,055	16,567	46,650	130,546	151,212	345,588
Non-Capital Equipment	0	0	0	0	0	22,586
TOTAL EXPENSES	273,638	242,371	521,510	2,736,379	2,638,763	3,433,068
FBO Net Direct Cost	\$ 99,020	\$ 222,281	\$ (6,551)	\$ 990,199	\$ 1,257,851	\$ 2,062,000

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

For the 10 month period ending October 30/31, 2022

		Budget	Actual	Variance	Cumulative Variance
Salaries Expense					
34	12020	32,597	66,418	(33,821)	(33,821)
34	12010	587,081	594,452	(7,370)	(41,192)
34	13000	8,333		8,333	(32,858)
34	11005	277,526	120,784	156,742	123,884
34	11000	7,815,090	7,460,515	354,575	478,459
		<u>8,720,628</u>	<u>8,242,169</u>	<u>478,459</u>	
Other Employee Expenses					
35	26010	102,745	123,548	(20,803)	(20,803)
35	22300	5,765	7,978	(2,213)	(23,016)
35	29000	267,757	268,382	(625)	(23,642)
35	22105	145,496	145,496	0	(23,642)
35	23000	5,416	5,364	52	(23,589)
35	24010	808	533	274	(23,315)
35	24000	18,417	17,884	533	(22,783)
35	24015	1,000		1,000	(21,783)
35	25000	43,292	39,373	3,919	(17,864)
35	25005	30,263	14,987	15,276	(2,588)
35	29001	177,899	153,974	23,925	21,337
35	21000	663,412	608,986	54,426	75,763
35	22200	118,148	31,924	86,224	161,987
35	26020	135,407	40,268	95,139	257,126
35	26030	488,840	330,541	158,299	415,425
35	22000	2,564,267	2,282,113	282,154	697,579
		<u>4,768,931</u>	<u>4,071,352</u>	<u>697,579</u>	
Utilities					
36	31000	1,074,375	1,615,666	(541,291)	(541,291)
36	33000	202,805	228,644	(25,838)	(567,130)
36	36032	38,010	45,416	(7,406)	(574,535)
36	36015	12,363	14,674	(2,312)	(576,847)
36	36060	4,787	4,948	(161)	(577,008)
36	36017	0		0	(577,008)
36	36012	3,417	3,365	52	(576,957)
36	36018	125		125	(576,832)
36	36010	14,463	13,065	1,397	(575,434)
36	36016	2,500	16	2,484	(572,951)
36	36011	13,242	798	12,444	(560,507)
36	34000	76,250	63,308	12,942	(547,564)
36	36030	54,000	33,511	20,489	(527,075)
36	36020	46,281	10,429	35,851	(491,224)
36	35000	107,958	47,811	60,148	(431,076)
		<u>1,650,575</u>	<u>2,081,652</u>	<u>(431,076)</u>	
Purchased Services					
37	44005	181,486	298,054	(116,568)	(116,568)
37	42045	0	16,093	(16,093)	(132,661)
37	42080	16,667	29,538	(12,871)	(145,532)
37	42093	25,000	37,500	(12,500)	(158,032)
37	49020	25,000	30,625	(5,625)	(163,657)
37	41010	83,333	88,605	(5,272)	(168,928)
37	42070	29,167	34,277	(5,110)	(174,039)
37	44030	10,418	12,500	(2,082)	(176,120)
37	42095	12,917	14,732	(1,815)	(177,935)
37	42065	5,833	6,398	(564)	(178,499)
37	44000	1,743,223	1,743,223	0	(178,500)
37	41020	0		0	(178,500)
37	44020	0		0	(178,500)
37	49010	0		0	(178,500)
37	49040	354,167	354,167	0	(178,500)
37	49060	96,833	96,833	0	(178,500)
37	42041	29,458	29,458	0	(178,500)
37	44010	4,167	4,024	143	(178,357)
37	42090	15,000	13,309	1,692	(176,666)
37	47000	54,167	52,455	1,712	(174,954)
37	42010	211,212	209,244	1,968	(172,986)
37	42020	62,500	59,643	2,857	(170,129)
37	45010	61,921	56,165	5,756	(164,374)
37	49015	40,000	33,813	6,188	(158,186)

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

For the 10 month period ending October 30/31, 2022

		Budget	Actual	Variance	Cumulative Variance	
37	47010	GIS Services	20,000	5,566	14,434	(143,752)
37	42060	Property Insurance	244,344	226,661	17,683	(126,069)
37	49005	Appraisal	20,833		20,833	(105,236)
37	46010	Public Relations	83,333	61,547	21,786	(83,450)
37	46020	Passenger Info Booth	125,940	101,008	24,932	(58,518)
37	45000	Janitorial Services	484,327	458,084	26,243	(32,274)
37	46012	Artistic Exhibits	82,038	49,135	32,902	628
37	43000	Legal Services	41,667		41,667	42,294
37	46015	Advertising	125,000	49,547	75,453	117,747
37	49070	Other Professional Services	291,667	49,500	242,167	359,914
			<u>4,581,617</u>	<u>4,221,703</u>	<u>359,914</u>	
Material & Supplies						
38	51019	Snow Removal Supplies	207,917	495,324	(287,407)	(287,407)
38	52051	Control Tower Maintenance	250,000	446,850	(196,850)	(484,257)
38	53010	Landscaping	10,792	114,629	(103,838)	(588,095)
38	52060	Building Maintenance	660,050	730,443	(70,393)	(658,488)
38	54010	Gasoline	38,050	104,190	(66,140)	(724,628)
38	52031	Electrical Repairs & Supplies	191,625	234,734	(43,109)	(767,737)
38	52012	Card Access System	66,667	107,657	(40,990)	(808,727)
38	54011	Diesel Fuel	91,667	127,730	(36,064)	(844,791)
38	51011	Airfield Lighting	58,333	94,288	(35,955)	(880,746)
38	52010	Alarm & PA Systems	70,037	99,921	(29,884)	(910,630)
38	54045	ARFF Vehicle Repair & Maintenc	15,000	33,762	(18,762)	(929,393)
38	54030	General Equipment Repair & Mainte	36,250	54,990	(18,740)	(948,132)
38	54060	Mower Repair & Maintenance	11,667	27,884	(16,218)	(964,350)
38	53051	NYS Police Hangar Maintenance	104,167	118,799	(14,633)	(978,983)
38	51017	Airfield Shop Supplies	18,750	30,627	(11,877)	(990,860)
38	52013	CCTV Repair	41,667	51,409	(9,742)	(1,000,602)
38	53090	T-Hangar Maintenance	79,188	86,714	(7,526)	(1,008,129)
38	52075	Advertising Displays	0	6,881	(6,881)	(1,015,010)
38	54070	Vehicle Shop Tools & Supplies	37,500	44,225	(6,725)	(1,021,735)
38	51052	Wastewater Conveyance	6,250	12,500	(6,250)	(1,027,985)
38	53071	Wildlife Hazard Management	31,667	37,111	(5,444)	(1,033,429)
38	51053	Electric	91,667	95,127	(3,461)	(1,036,890)
38	51015	Apron Maintenance	41,667	44,926	(3,260)	(1,040,149)
38	52036	Automatic Door Repairs & Supplies	10,000	11,739	(1,739)	(1,041,888)
38	52071	ID Tags	29,167	30,093	(926)	(1,042,814)
38	52061	Building Materials	0	571	(570)	(1,043,385)
38	52059	Storage Space Rental	6,250	6,315	(65)	(1,043,449)
38	53085	Land Lease	12,863	12,863	0	(1,043,449)
38	52041	Fire Equipment Testing	3,838	3,506	332	(1,043,117)
38	53070	Hazardous Waste Management	3,000	2,403	597	(1,042,520)
38	53020	Fencing	750		750	(1,041,770)
38	52063	Window Washing	69,308	68,388	920	(1,040,850)
38	53040	Sign Expense	11,042	10,085	957	(1,039,893)
38	52040	Fire Equipment Services	4,888	3,795	1,094	(1,038,799)
38	51032	Hazardous Material Supplies	4,167	2,993	1,173	(1,037,626)
38	54012	Oil / Grease	19,583	18,108	1,476	(1,036,150)
38	53041	Traffic Light Repairs	1,667		1,667	(1,034,484)
38	51010	Fencing	7,500	4,856	2,645	(1,031,839)
38	54021	Vehicle Repair & Maintenance	60,833	58,178	2,655	(1,029,184)
38	53078	Liquid Waste Disposal	3,000		3,000	(1,026,184)
38	52080	Sign Expense	5,417	2,363	3,054	(1,023,130)
38	53045	Catch Basin Maintenance	3,333		3,333	(1,019,797)
38	54013	Vehicle/Equipment Tires	28,333	24,517	3,816	(1,015,981)
38	54022	Vehicle Communication Equipment	5,333	1,139	4,194	(1,011,787)
38	51014	Pavement Repairs	5,000		5,000	(1,006,787)
38	51055	Water District Charges	20,833	15,619	5,214	(1,001,572)
38	52050	US Customs	42,167	36,750	5,417	(996,155)
38	53060	Dump Fees - Landfill	6,900	1,272	5,628	(990,527)
38	52014	Key Access System	13,750	4,645	9,105	(981,422)
38	51030	EMS Supplies	13,487	3,724	9,762	(971,660)
38	52062	Janitorial Supplies	201,612	191,075	10,538	(961,122)
38	54015	CNG Fuel	19,167	7,801	11,365	(949,757)
38	51031	ARFF Supplies	49,993	38,127	11,866	(937,891)
38	52034	Roof	20,833	7,800	13,033	(924,857)
38	51016	Runway Painting	29,167	15,760	13,407	(911,450)
38	52032	Elevator Repairs & Supplies	95,833	79,902	15,931	(895,519)

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

For the 10 month period ending October 30/31, 2022

		Budget	Actual	Variance	Cumulative Variance	
38	52037	Pest Control	51,173	33,812	17,361	(878,158)
38	54040	Heavy Equipment Maintenance	50,000	28,838	21,162	(856,996)
38	51020	Rubber Removal	66,667	44,183	22,484	(834,512)
38	51054	Sewer District Charges	26,250		26,250	(808,262)
38	51033	ARFF Foam	27,714		27,714	(780,548)
38	52020	Baggage System	37,500	9,098	28,402	(752,146)
38	52035	Plumbing Repairs & Supplies	130,000	100,703	29,297	(722,849)
38	52090	Flight Information Displays	32,728	3,293	29,435	(693,414)
38	53048	Snow Removal Supplies	50,833		50,833	(642,580)
38	54050	Snow Equipment Repair & Mainten:	75,000	15,058	59,942	(582,638)
38	53050	Snow Removal Services	248,333	186,632	61,701	(520,937)
38	51057	System Maintenance & Repairs	150,000	87,893	62,107	(458,830)
38	53030	Pavement Repairs	83,333	11,764	71,570	(387,260)
38	52033	HVAC	234,375	101,608	132,767	(254,493)
		<u>4,233,497</u>	<u>4,487,990</u>	<u>(254,493)</u>		
Office/Administration						
39	66060	Credit Card Service Charges	326,667	455,847	(129,180)	(129,180)
39	66070	COVID Related Expenses	0	49,797	(49,797)	(178,977)
39	55015	Hardware/Software Maint Support	367,274	397,251	(29,977)	(208,954)
39	66061	EZ Pass Fees	100,000	124,287	(24,287)	(233,241)
39	66062	Bank & Paying Agent Fees	5,833	25,612	(19,778)	(253,019)
39	55014	Computer Systems	38,417	46,054	(7,637)	(260,657)
39	66030	Advertising - Public Meetings	18,333	23,477	(5,144)	(265,801)
39	66000	Dues & Subscriptions	45,371	48,064	(2,693)	(268,494)
39	66040	Licenses & Permits	3,208	5,325	(2,117)	(270,611)
39	55031	Parking Ticket Stock	5,000	6,545	(1,545)	(272,156)
39	55041	Express Mail	0	899	(899)	(273,055)
39	66003	G.F.O.A.	0	595	(595)	(273,650)
39	55011	Copy Machine Use	833	970	(137)	(273,786)
39	55012	Office Equipment Service Agreeemer	7,832	7,895	(63)	(273,849)
39	66011	Authority Board Travel & Education	417		417	(273,433)
39	66002	AAAE	542		542	(272,891)
39	55050	Reference Materials	1,417	165	1,252	(271,639)
39	66020	Tuition Reimbursement	2,083	765	1,318	(270,321)
39	66013	Function Refreshments	12,500	11,169	1,331	(268,990)
39	55040	Postage	7,500	5,220	2,280	(266,710)
39	55070	Payroll Services	35,417	32,983	2,433	(264,277)
39	55032	Printing Outside Services	16,667	13,658	3,009	(261,268)
39	66012	Authority Management Travel & Edu	19,500	16,416	3,084	(258,185)
39	66014	Outside Functions	4,167		4,167	(254,018)
39	66050	Property Taxes	31,667	26,934	4,733	(249,285)
39	55030	Printed Forms / Letterhead	6,750	819	5,931	(243,354)
39	55060	Office Supplies	24,371	18,203	6,168	(237,186)
39	55010	Office Equipment Rental	14,828	7,793	7,035	(230,152)
39	55020	Office Furniture & Fixtures	14,958	3,712	11,247	(218,905)
39	66010	Training / Travel	77,362	39,395	37,967	(180,938)
39	55016	Computer Equipment	73,333	16,598	56,735	(124,203)
		<u>1,262,245</u>	<u>1,386,448</u>	<u>(124,203)</u>		
Non-Capital Equipment						
41	83000	Equipment	1,215,833	154,461	1,061,372	1,061,372
		<u>1,215,833</u>	<u>154,461</u>	<u>1,061,372</u>		
		\$26,433,326	\$24,645,775	\$ 1,787,551		

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

For the 10 month period ending October 30/31, 2022

		Budget	Actual	Variance	Cumulative Variance
Revenues					
31	02054 Advertising	(125,000)	(44,597)	(80,403)	(80,403)
31	01035 Glycol Disposal Fee	(251,196)	(175,927)	(75,270)	(155,672)
31	01055 Control Tower Rental	(679,835)	(633,287)	(46,548)	(202,220)
31	03280 Fuel Sales - AV Gas	(42,130)	(140)	(41,990)	(244,210)
31	03300 Industrial Park	(500,608)	(465,630)	(34,979)	(279,189)
31	03024 Off-Airport Parking Facilities	(128,796)	(97,710)	(31,086)	(310,275)
31	03040 Garage Space Rent	(83,762)	(66,453)	(17,309)	(327,584)
31	01011 Landing Fees - Cargo/Non-Signator	(44,400)	(32,890)	(11,509)	(339,093)
31	02056 Vending Machine Concession	(30,000)	(18,990)	(11,010)	(350,103)
31	03022 Hotels	(20,042)	(13,866)	(6,176)	(356,278)
31	03410 Reimbursement of Property Taxes	(30,417)	(26,323)	(4,094)	(360,372)
31	03020 Contract Taxi	(11,103)	(7,641)	(3,462)	(363,834)
31	09007 Purchasing Proposals	(833)		(833)	(364,668)
31	02063 Internet & Cable Access	(5,517)	(4,750)	(767)	(365,434)
31	02064 ATM Income	(14,500)	(14,420)	(81)	(365,515)
31	01071 Hangar Maintenance NYS Executiv	(103,333)	(103,333)	0	(365,515)
31	02012 Baggage Claim Room	(1,167,223)	(1,167,223)	0	(365,515)
31	02115 Payphones - Concessions	0		0	(365,515)
31	03023 Off-Airport Rental Cars	0		0	(365,515)
31	01075 Eclipse Hangar Rental	(251,413)	(251,413)	0	(365,515)
31	03012 Preferred Lot Parking	0		0	(365,515)
31	02011 Rental of Boarding Bridges	(480,398)	(480,399)	0	(365,514)
31	03200 Tie Downs	(2,409)	(2,483)	74	(365,441)
31	03017 Short & Over	0	(372)	372	(365,069)
31	01021 Apron Parking Fees - Commercial	(653,280)	(654,123)	843	(364,226)
31	02030 Non Signatory Per Turn Fee	(7,500)	(8,353)	853	(363,373)
31	03021 Limousines	(6,028)	(6,909)	881	(362,492)
31	03015 Lost Card Fees-Employees	0	(925)	925	(361,567)
31	02105 Telephone - Monthly Usage	0	(1,978)	1,978	(359,589)
31	02057 Baggage Cart Concession	(11,000)	(13,612)	2,612	(356,977)
31	02100 Telephone - Monthly Service	(38,009)	(42,597)	4,588	(352,389)
31	09008 Ebay/Scrap/Equipment Sales	(4,167)	(9,721)	5,555	(346,834)
31	03014 Employee Parking	(33,975)	(41,285)	7,310	(339,524)
31	02025 Utility Reimbursement	(20,000)	(27,429)	7,429	(332,095)
31	09001 Fingerprinting	(20,000)	(28,510)	8,510	(323,585)
31	03500 Tenant Maintenance	(42,966)	(58,888)	15,922	(307,663)
31	01060 Building Rental	(95,861)	(114,640)	18,779	(288,884)
31	03100 T-Hangar Rentals	(101,024)	(123,465)	22,440	(266,444)
31	02020 Non-Airline Space Rental	(606,822)	(629,475)	22,653	(243,791)
31	09005 Miscellaneous Income	(66,667)	(89,342)	22,675	(221,116)
31	03405 Utility Reimbursements	(130,000)	(157,570)	27,570	(193,545)
31	01070 Hangar Rental - Airline	(1,362,460)	(1,405,641)	43,182	(150,364)
31	01065 NE Quad Cargo Facility	(361,097)	(406,788)	45,691	(104,672)
31	01050 Land Rental	(365,761)	(412,028)	46,267	(58,405)
31	02062 Operating Permits	(211,500)	(269,985)	58,485	80
31	02010 Airline Space Rental	(3,504,886)	(3,571,306)	66,421	66,500
31	03027 TNCs	(145,833)	(224,096)	78,263	144,763
31	03010 Short Term Parking	(770,000)	(863,036)	93,036	237,799
31	02053 Retail Concession	(620,000)	(758,372)	138,372	376,171
31	03013 Economy Parking	(1,035,000)	(1,285,170)	250,170	626,341
31	01012 Airfield Revenue Sharing	263,852		263,852	890,193
31	02052 Food & Beverage Concession	(650,000)	(986,263)	336,263	1,226,455
31	01010 Landing Fees - Commercial/Signatc	(4,412,500)	(4,778,901)	366,401	1,592,856
31	02013 Terminal Revenue Sharing	1,055,407		1,055,407	2,648,263
31	02051 Rental Car Concession	(3,995,000)	(5,238,281)	1,243,281	3,891,544
31	03011 Long Term Parking	(7,770,000)	(11,193,252)	3,423,252	7,314,796
		<u>(29,694,992)</u>	<u>(37,009,788)</u>	<u>7,314,796</u>	
		\$ (29,694,992)	\$ (37,009,788)	\$ 7,314,796	

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
\$28,020,477/\$3,390,595 ~ 8.26 months

Months Operating and Renewal Reserves
\$6,786,305/\$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
Apr	6.88	2.0	8.88
May	6.95	2.0	8.95
Jun	6.93	2.0	8.93
Jul	7.26	2.0	9.26
Aug	7.65	2.0	9.65
Sep	8.03	2.0	10.03
Oct	8.26	2.0	10.26

3. Accounts Receivable

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

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

$$\$884,677 / \$138,304 = 6.40$$

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
Apr	11.80
May	17.96
Jun	4.60
Jul	7.26
Aug	8.34
Sep	2.86
Oct	6.40

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>15,234,729</u>
	\$283,537,459

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 C
AIP144-CHRSSA ³	5,093,917	-
AIP145-CHRSSA ²	320,510	320,510 C
AIP148-ARPA	12,113,224	-
AIP149-Con Relief	1,282,039	-
Jobs Act of 21 ¹	<u>28,551,945</u>	-
	\$62,639,511	\$15,277,876

¹ Aka Bipartisan Infrastructure Law, 2022 appropriation \$5,568,244, award pending.

² Closed, March 2022

³ Must collect by March 19, 2025

**Albany International Airport
Statistics
For the ten months period ending October 31, 2022**

	Current Month			Year to Date			12 Month Running	
	Budget	2021	2022	Budget	2021	2022	2021	2022
Total Enplanements	100,000 19.9%	114,335	119,918 4.9%	1,000,000	782,245	1,093,931 39.8%	840,789	1,287,625 53.1%
Operations								
<i>Passenger</i>	2,462	2,444	2,472	24,619	19,006	24,426	21,808	29,118
<i>Cargo</i>	205	270	266	2,048	2,720	2,706	3,352	3,404
<i>Charter, Corporate & Divers</i>	240	319	366	2,400	2,915	3,366	3,274	3,827
<i>General Aviation</i>	1,010	1,298	1,348	10,100	12,113	12,472	14,232	14,477
<i>Military</i>	292	215	267	2,917	2,741	2,217	3,149	2,715
Total Operations	4,208 12.1%	4,546	4,719 3.8%	42,083	39,495	45,187 14.4%	45,815	53,541 16.9%
Landed Weight (000)	125,000 -1.2%	119,348	123,545 3.5%	1,250,000	872,984	1,217,023 39.4%	991,509	1,438,949 45.1%
Cargo/Mail & Express	1,983 -15.1%	1,783	1,683 -5.6%	19,833	16,847	18,724 11.1%	21,172	23,090 9.1%
Jet A Gallons	87,500 35.2%	137,138	118,321 -13.7%	875,000	1,043,788	1,085,064 4.0%	1,201,517	1,315,658 9.5%
AvGas Gallons	4,350 57.1%	5,577	6,832 22.5%	43,500	43,048	57,692 34.0%	50,910	64,459 26.6%
Deicing Consortium	3,788	1,535	913	53,025	36,083	39,366	47,968	55,702
Deicing sprayed/retail	4,465	-	439	62,503	38,864	41,231	46,834	58,989
Parking Revenue	\$ 960,898	\$ 1,011,519	\$ 1,408,507	9,608,975	\$ 6,763,451	\$ 13,384,040	\$ 7,178,156	\$ 15,659,402
Revenue per enplanement	\$ 9.61	\$ 8.85	\$ 11.75	\$ 9.61	\$ 8.65	\$ 12.23	\$ 8.54	\$ 12.16
Transactions		44,822	47,248		319,623	441,721	346,181	523,787
Average transaction		\$ 22.57	\$ 29.81		\$ 21.16	\$ 30.30	\$ 20.74	\$ 29.90
Concession Sales								
Rental Cars		\$ 6,412,033	\$ 6,146,716		\$ 43,006,546	\$ 52,099,467	\$ 46,064,791	\$ 58,945,430
Revenue per enplanement		\$ 56.08	\$ 51.26		\$ 54.98	\$ 47.63	\$ 54.79	\$ 45.78
Food and Beverage		\$ 634,275	\$ 832,727		\$ 4,342,546	\$ 7,816,278	\$ 4,633,860	\$ 9,013,954
Revenue per enplanement		\$ 5.55	\$ 6.94		\$ 5.55	\$ 7.15	\$ 5.51	\$ 7.00
Retail		\$ 381,608	\$ 401,590		\$ 2,743,588	\$ 3,564,008	\$ 2,935,021	\$ 4,147,310
Revenue per enplanement		\$ 3.34	\$ 3.35		\$ 3.51	\$ 3.26	\$ 3.49	\$ 3.22

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
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	113,430	86.9
May22	7	21	15	1,282	41.4	133,592	129,745,040	109,543	82.0
Jun22	7	22	15	1,274	42.5	139,005	131,608,948	113,139	81.4
Jul22	7	22	15	1,394	45.0	154,418	148,924,672	131,337	85.0
Aug22	7	20	14	1,372	44.3	152,326	150,210,904	132,892	87.2
Sep22	7	20	14	1,208	40.3	132,256	123,038,424	110,210	83.3
Oct22	7	20	14	1,218	39.4	131,673	122,245,126	119,918	91.1
Nov22	6	21	15	1,145	38.2	120,716	116,088,296	108,000	91.1E
Dec22	6	21	15	1,165	37.6	124,744	122,715,142		

⁽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>								
			<u>Week</u>		<u>Week</u>		<u>Week</u>		<u>Week</u>		
			<u>#48-2022</u>	<u>+</u>	<u>(-) #52-2022</u>	<u>#04-2022</u>	<u>+</u>	<u>(-) #52-2022</u>	<u>#04-2022</u>	<u>+</u>	<u>(-) #52-2022</u>
1	ATL	Atlanta, GA	18	2	-	20	20	4	(4)	20	
2	BDL	Hartford, CT	-	-	-	-	-	-	-	-	
3	BWI	Baltimore, MD	17	7	-	24	25	25	(26)	24	
4	MDW	Chicago-Midway	13	-	-	13	13	7	(7)	13	
5	ORD	Chicago-O'Hare	32	-	-	32	28	17	(13)	32	
6	CLT	Charlotte, NC	19	1	-	20	13	11	(4)	20	
7	DEN	Denver, CO	1	-	-	1	-	4	(3)	1	
8	DTW	Detroit, MI	22	-	(2)	20	27	6	(13)	20	
9	FLL	Fort Lauderdale, FL	6	2	-	8	4	8	(4)	8	
10	RSW	Fort Myers, FL	-	-	-	-	1	-	(1)	-	
11	MIA	Miami, FL	1	-	-	1	1	2	(2)	1	
12	MSP	Minneapolis, MN	-	-	-	-	-	-	-	-	
13	MYR	Myrtle Beach, SC	2	-	-	2	-	3	(1)	2	
14	BNA	Nashville, TN	2	-	-	2	-	2	-	2	
15	EWR	Newark, NJ	11	3	-	14	12	33	(31)	14	
16	LGA	New York, LaGuardia	18	6	-	24	13	17	(6)	24	
17	MCO	Orlando, FL	14	-	-	14	16	4	(6)	14	
18	SFB	Orlando/Sanford, FL	2	-	-	2	-	5	(3)	2	
19	PHL	Philadelphia, PA	18	-	(1)	17	17	18	(18)	17	
20	RDU	Raleigh-Durham, NC	-	-	-	-	-	4	(4)	-	
21	PGD	Tampa/Punta Gorda, FL	3	1	-	4	2	6	(4)	4	
22	TPA	Tampa, FL	1	-	-	1	2	7	(8)	1	
23	PIE	Tampa/St. Pete, FL	2	-	-	2	2	5	(5)	2	
24	DCA	Washington DC-Reagan	20	4	-	24	26	6	(8)	24	
25	IAD	Washington DC-Dulles	21	-	(1)	20	21	1	(2)	20	
			243	26	(4)	265	243	195	(173)	265	

October 2022 Monthly Financial Report

Week 46 2022
Full Time Positions

	Budget Full Time	Budget Part Time	Budget Total	Filled Full Time	Vacant Full Time	In Process To Fill
AvPORTS						
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
Apr	165	15	180	128	37	13
May	165	15	180	129	36	13
Jun	165	15	180	128	37	13
Jul	166	15	181	127	39	18
Aug	166+3	15	184	127	42	18
Sep	169	15	184	136	33	18
Oct	169	15	184	135	34	
FBO						
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
Apr	34	2	36	23	11	11
May	34	2	36	26	8	8
Jun	34	2	36	27	7	7
Jul	34	2	36	27	7	7
Aug	34+1	2	37	28	8	8
Sep	35	2	37	28	7	7
Oct	35	2	37	28	7	7
ACAA						
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	-	-
Apr	20	3	23	20	-	-
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	-	-
Total						
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	17
Apr	219	20	239	171	48	25
May	219	20	239	175	44	21
Jun	219	20	239	175	44	21
Jul	220	20	240	174	46	25
Aug	220+4	20	244	176	50	27
Sep	224	20	244	184	40	25
Oct	224	20	244	183	41	25

Week 46 2022**Full Time Positions**

	Budget Full Time	Budget Part Time	Budget Total	Filled Full Time	Vacant Full Time	In Process To Fill
10 Airfield (a)	29	1	30	15 (1 LOA)	13	9
20 Terminal-Custodial(b)	29	1	30	26 (3 LOA)	3	2
20 Terminal-Facilities(b)	10	1	11	10	-	-
21 Loading Bridge(b)	2	-	2	2 (1 LOA)	-	-
30 Parking (b)	25	5	30	18 (2 LOA)	7	-
30 Parking – Shuttle (b)	14	2	16	11	3	-
32 Landside	-	-	-	-	-	-
41 Operations (b)	17	-	17	12	5	5
42 ARFF (c)	21+2	-	21	23	-	-
43 Security	4	5	9	3	1	-
50 Vehicle Maint. (a)	11	-	11	11	-	-
59 Airport Mgmt.	3+2	-	4	4	1	-
60 FBO Comm.	10	-	10	9	1	-
61 FBO GA	20	-	20	14	6	5
69 FBO Admin (added)	4+1	2	6	5	-	-
71 ACAA	20	3	23	20	-	-
	219+5	20	240	183	49	21

	Balance	Hire	Vacated	Balance
Jan22		2	2	
Feb		2	2	
Mar	171	2	5	168
Apr	168	3	2	169
May	169	7	3	173
June	173	4	2	175
July	175	-	2	174
Aug	174	8	1	181
Sep	181	5	3	183
Oct	183	6	10	

- (a) CSEA
- (b) SMART / Jet Bridge
- (c) IAFF

AGENDA ITEM NO. 5

Project Development



PROJECT STATUS REPORT

December 5, 2022

I. AIRSIDE IMPROVEMENTS

A) Rehabilitation of Concourse A (Contract S-22-1127)

An RFQ was advertised in August and out of the five submittals, Fennick McCredie Architecture was selected. FM submitted a scope and fee which was reviewed and negotiated to be presented for the Board's approval. The Contract is an action item on today's Board agenda.

B) Air Cargo Pavement Rehabilitation (Contract S-22-1114)

Passero Associates were approved by the Board in May 2022. Passero is in the process of investigating the concrete pavement failure on the south end of the Air Cargo apron (leased by UPS) and then they will supply a design for the repair and replacement of the pavement. Passero has been working with ACAA to determine the extent of the investigation and compile a proposal to complete the work. Passero is analyzing lab results from the samples of concrete and the subsurface soils.

C) Runway 10-28 Rehabilitation (Contract #21-1100-GC)

Callanan Industries was the low bidder and their contract was approved at the May Board meeting. Collier Engineering is the inspection firm. Callanan Ind. mobilized in early August to get the existing centerline lights removed. Runway 10-28 was shutdown for 7 days in September that Callanan used to mill, pave and stripe the Runway. The runway grooving was completed and Callanan has shutdown for the Winter and return in the Spring of 2023 to complete the Taxiway work in accordance with the FAA funding.

II. LANDSIDE IMPROVEMENTS

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

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 in 2023 when materials are more readily available. The elevator replacement project (1013-EV) was awarded to KONE under NYS Contract pricing. Sage Engineering is in the process of completing the design for the HVAC system upgrade, which will be let as a project next year.

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 sensors and panels throughout the Terminal. Installation of the alarm system continues with the contractor working two shifts. All installation work and testing of the new system continues as the contractor works to tie in existing Terminal systems as required by NYS Code. Work is currently scheduled to be completed by January 9, 2023.

C) Terminal Pre-TSA Expansion (Contract S-21-1082)

The Board approved negotiations with CHA Companies last fall pending the receipt of Grant funding for the Project. ACAA received grant funding from New York State and the FAA to advance this project. ACAA has been coordinating with CHA's design team to advance the design of the project to meet the time constraints of the NYS Grant.

D) Main Terminal Elevator #8 Replacement

Elevator #8 in the Terminal, which is the backup elevator for the Main Terminal elevator #6 will be converted to an MRL system. 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. The equipment was delivered on November 1, 2022. Work will begin after January 1, 2023 to maintain two working elevators for the holidays.

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

HVCC and ACAA are working together to get the Aircraft Mechanic classrooms and lab set up in 6 Jetway Drive and Hangar #1. HVCC has begun classroom instruction and is currently getting the mechanics lab area ready. The HVCC sprinkler system has been connected to the lab and the hangar. Absolute Fire Protection completed installing the dry sprinkler system in the hangar and the alarm system in the 6 Jetway Drive

classrooms. The system has been tested for code compliance, but there is one long lead item that needs to be installed before activating the system.

F) Runway 10-28 Obstruction Tree Removal (22-1131-GC)

As part of the Airport's efforts to maintain FAA mandated minimum approaches to the runways, there are a number of trees that have been determined to be obstructions to the Runway 28 approach. The ACAA has put together a bid package to have the trees removed. Bids for this project were received and A & J Lawncare was the low bidder. The contractor started work on Tuesday 11-29-22 and plans to have the work completed by 12-09-22. Once the work is completed, verification will be sent to the FAA.

AGENDA ITEM NO. 6

Counsel

AGENDA ITEM NO. 7

Concessions/Ambassador Program



Monday, December 5, 2022

Concessions & Ambassador Program Report

Minority Percentages in the Concessions' Workforce

Date	min/total	HMSHost	OHM	Paradies	Dunkin
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%
May 2022	64/109=59%	15/38=40%	36/43=84%	9/21=43%	4/7=57%
June 2022	62/109=57%	17/42=40%	35/42=83%	7/19=39%	3/6=50%
July 2022	63/109=58%	17/41=41%	35/42=83%	7/18=38%	4/8=50%
August 2022	70/115=61%	19/41=46%	38/46= 82%	9/21=43%	4/7=57%
September 2022	65/112=58%	19/43=44%	28/40=70%	14/22=63%	4/7=57%
October 2022	68/120=56%	28/55=50%	21/33=63%	14/24=58%	5/8=62%
November 2022	74/127=58%	28/55=50%	32/42=76%	9/22=40%	5/8=62%

Remodeling plans will move forward. Silks remodel is to start in January and Starbucks in April.

HMSHost

Silks of Saratoga – Open 5:00 a.m. – 6:00 p.m.

Starbucks – Open 4:00 a.m. – 7:00 p.m.

The Local – Open 10:00 a.m. – 6:00 p.m.

Burger King – Open 10:00 a.m. – 6:00 p.m.

Sun, Mon, Wednesday, Thursday, Friday - 4:00 a.m.

Adirondack Lodge – Open 10:00 a.m. – 6:00 p.m.

Hudson Valley Beer Union – Open 10:00 a.m. – 6:00 p.m.

Dunkin Donuts – Open (4:00 a.m. – 8:00 p.m.) Daily

OHM

Empire Deli – Open 11:00 a.m. - 6:00 p.m.

Wolfgang Puck Pizza - Open 11:00 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

Vending options are now on all three concourses.



Ambassador Program 2022

Tours												YTD
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
0	0	0	1	0	3	1	0	1	3	3		12

Canines												
1838	1722	2934	4319	3028	3763	3599	4263	3487	3495			32,448

Ambassador Hours												
418	401	719	981	804	935	679	685	808	846			7,276

Guests Served												
2220	2742	4337	4586	4661	5388	6396	5962	6294	3653			46,239

Ambassador Shifts												
-	-	216	282	199	244	186	213	270	286			1,896

Business Center												
86	55	141	123	136	151	167	175	177	145			1,356

AGENDA ITEM NO. 8

Public Affairs

AGENDA ITEM NO. 9

Business & Economic Development

AGENDA ITEM NO. 10

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

AGENDA ITEM NO. 10.1

**Issue Purchase Orders for the purchase of
Waste Management Services
Contract No. - 22-1136**

AGENDA ITEM NO: 10.1
MEETING DATE: December 5, 2022

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

**ACAA Approved
12/05/2022**

DEPARTMENT: *Finance*

Contact Person: *Michael F. Zonsius, Chief Financial Officer*

PURPOSE OF REQUEST:

*Issue Purchase Orders for the purchase of Waste Management Services
Contract No. - 22-1136*

CONTRACT AMOUNT:

Total Contract Amount: *\$526,185.40 / five- year (based upon estimated usage)*

BUDGET INFORMATION:

*Anticipated in Current Budget: Yes J No ___ NA ___
Funding Account Number: 53060.10.0000 / 53060.20.0000/53060.30.0000/
53060.42.0000/53060.50.0000*

JUSTIFICATION:

Request is made to approve the issuance of annual purchase orders for waste management services to County Waste and Recycling. An invitation to bid was issued for waste management services to the Airport. Three bids were received and evaluated based upon historical utilization of waste management services. Based upon this evaluation, County Waste and Recycling proposed rates are expected to result in the lowest total cost of services proposed. The proposal provides services for 1 year with 4 one year options. Based upon annual review the Authority would issue purchase orders for up to five (5) years of waste management services.

The prior five-year contract was issued to County Waste and Recycling, in the amount of \$311,000.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

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 Recommendation Memo and Bid Summary.*

MEMORANDUM

TO: Michael Zonsius
Chief Financial Officer

FROM: Katie Kane
Deputy Purchasing Agent

DATE: November 30, 2022

RE: Recommendation of Award for Contract #22-1136
Waste Management Services

On November 1, 2022, three bids were received for Waste Management Services at Albany International Airport; Waste Management of NY LLC, County Waste and Recycling Service, Inc. and Twin Bridges Waste and Recycling.

Attached is a spreadsheet showing each companies bid price for monthly container rental, haul rate and disposal rate for five locations throughout the Airport. After estimating the cost for a five year period for each vendor, it was broken down to an average yearly cost for each. County Waste and Recycling is the lowest overall bidder. This is a one year contract which the Authority reserves the right to extend for four additional one year periods as is deemed to be in the best interest of the Airport. This contract will begin on January 1, 2023.

Upon approval, an award letter and a twelve month purchase order will be sent to County Waste and Recycling.

**CONTRACT #22-1136
Waste Management Services**

Company Name	Twin Bridges Waste & Recycling	County Waste & Recycling Service, Inc.	Waste Management of NY LLC		Twin Bridges Waste & Recycling	County Waste & Recycling Service, Inc.	Waste Management of NY LLC
Addendum 1	X	X	X				
Addendum 2	X	X	X				
Meet Specs	Yes	Yes	Yes				
Pricing / Bid Item #1				Approximate Current Payment per Year	Estimated Yearly Cost	Estimated Yearly Cost	Estimated Yearly Cost
Equipment / New or Used	Used	Used	Used	\$3,000.00/year			
Per month Rental (2 Compactors)-Year 1	\$450.00	\$450.00	\$525.00 per Compactor		\$5,400.00	\$5,400.00	\$12,600.00
Year 2	\$450.00	\$450.00	\$567.00 per Compactor		\$5,400.00	\$5,400.00	\$13,608.00
Year 3	\$450.00	\$450.00	\$612.36 per Compactor		\$5,400.00	\$5,400.00	\$14,696.64
Year 4	\$450.00	\$450.00	\$661.35 per Compactor		\$5,400.00	\$5,400.00	\$15,872.40
Year 5	\$450.00	\$450.00	\$714.26 per Compactor		\$5,400.00	\$5,400.00	\$17,142.24
Haul Rate per Load-Year 1	\$200.00	\$175.00	\$410.00	\$20,457.90 @ 135/year	\$27,000.00	\$23,625.00	\$55,350.00
Year 2	\$206.23	\$185.50	\$442.60		\$27,841.05	\$25,042.50	\$59,778.00
Year 3	\$212.63	\$196.63	\$478.22		\$28,705.05	\$26,545.05	\$64,559.70
Year 4	\$219.25	\$208.43	\$516.48		\$29,598.75	\$28,138.05	\$69,724.80
Year 5	\$226.06	\$220.94	\$557.60		\$30,518.10	\$29,826.80	\$75,303.00
Disposal Rate per Ton-Year 1	\$105.00	\$85.00	\$101.00	\$44,166 @ 600/year	\$63,000.00	\$51,000.00	\$60,600.00
Year 2	\$108.27	\$90.10	\$109.08		\$64,982.00	\$54,060.00	\$65,448.00
Year 3	\$111.63	\$95.51	\$117.81		\$66,978.00	\$57,306.00	\$70,686.00
Year 4	\$115.10	\$101.24	\$127.23		\$69,080.00	\$60,744.00	\$76,338.00
Year 5	\$118.68	\$107.31	\$137.41		\$71,208.00	\$64,388.00	\$82,448.00

Pricing / Bid Item #2							
Equipment / New or Used	Used	Used	Used	\$1,500.00/year			
Per month Rental (1 Compactor)-Year 1	\$225.00	\$225.00	\$325.00		\$2,700.00	\$2,700.00	\$3,900.00
Year 2	\$225.00	\$225.00	\$351.00		\$2,700.00	\$2,700.00	\$4,212.00
Year 3	\$225.00	\$225.00	\$379.08		\$2,700.00	\$2,700.00	\$4,548.96
Year 4	\$225.00	\$225.00	\$409.41		\$2,700.00	\$2,700.00	\$4,912.92
Year 5	\$225.00	\$225.00	\$442.16		\$2,700.00	\$2,700.00	\$5,305.92
Haul Rate per Load-Year 1	\$200.00	\$175.00	\$355.00	\$3,788.50 @ 25/year	\$5,000.00	\$4,375.00	\$8,875.00
Year 2	\$206.22	\$185.50	\$383.40		\$5,156.25	\$4,637.50	\$9,585.00
Year 3	\$212.63	\$196.63	\$414.07		\$5,315.75	\$4,915.75	\$10,351.75
Year4	\$219.25	\$208.43	\$447.20		\$5,481.25	\$5,210.75	\$11,180.00
Year5	\$226.06	\$220.94	\$482.98		\$5,651.50	\$5,523.50	\$12,074.50
Disposal Rate per Ton-Year 1	\$0.00	\$85.00	\$126.00	\$0.00	\$0.00	\$85.00	\$126.00
Year 2	\$0.00	\$90.10	\$136.08		\$0.00	\$90.10	\$136.08
Year 3	\$0.00	\$95.51	\$146.97		\$0.00	\$95.51	\$146.97
Year4	\$0.00	\$101.24	\$158.73		\$0.00	\$101.24	\$158.73
Year5	\$0.00	\$107.31	\$171.43		\$0.00	\$107.31	\$171.43

Pricing / Bid Item #3							
Equipment / New or Used	New	Used	Used	\$0.00			
Per month Rental (1 Dumpster)-Year 1	\$175.00	\$155.88	\$0.00		\$2,100.00	\$1,870.56	\$0.00
Year 2	\$180.44	\$165.23	\$0.00		\$2,165.28	\$1,982.76	\$0.00
Year 3	\$186.05	\$175.14	\$0.00		\$2,232.60	\$2,101.68	\$0.00
Year 4	\$191.84	\$185.65	\$0.00		\$2,302.08	\$2,227.80	\$0.00
Year 5	\$197.81	\$196.79	\$0.00		\$2,373.72	\$2,361.48	\$0.00
Haul Rate per Load-Year 1	Included	N/A	*per month cost \$234.33	\$2,104.20/year	Included	N/A	\$2,811.96
Year 2	Included	N/A	*per month cost \$253.08		Included	N/A	\$3,036.96
Year 3	Included	N/A	*per month cost \$273.33		Included	N/A	\$3,279.96
Year 4	Included	N/A	*per month cost \$295.20		Included	N/A	\$3,542.40
Year 5	Included	N/A	*per month cost \$318.82		Included	N/A	\$3,825.84
Disposal Rate per Ton-Year 1	Included	N/A	Included	\$0.00	Included	N/A	Included
Year 2	Included	N/A	Included		Included	N/A	Included
Year 3	Included	N/A	Included		Included	N/A	Included
Year 4	Included	N/A	Included		Included	N/A	Included
Year 5	Included	N/A	Included		Included	N/A	Included

Pricing / Bid Item #4							
Equipment / New or Used	New	Used	Used	\$0.00			
Per month Rental (2 Dumpsters)-Year 1	\$233.82	\$207.84	\$0.00		\$2,805.84	\$2,494.08	\$0.00
Year 2	\$241.09	\$220.31	\$0.00		\$2,893.08	\$2,643.72	\$0.00
Year 3	\$248.59	\$233.53	\$0.00		\$2,983.08	\$2,802.36	\$0.00
Year 4	\$256.32	\$247.54	\$0.00		\$3,075.84	\$2,970.48	\$0.00
Year 5	\$264.29	\$262.39	\$0.00		\$3,171.48	\$3,148.68	\$0.00
Haul Rate per Load-Year 1	Included	N/A	*per month cost \$321.98	\$3,312.00/year	Included	N/A	\$3,863.76
Year 2	Included	N/A	*per month cost \$347.74		Included	N/A	\$4,172.88
Year 3	Included	N/A	*per month cost \$375.56		Included	N/A	\$4,506.72
Year 4	Included	N/A	*per month cost \$405.60		Included	N/A	\$4,867.20
Year 5	Included	N/A	*per month cost \$438.05		Included	N/A	\$5,256.60
Disposal Rate per Ton-Year 1	Included	N/A	Included	\$0.00	Included	N/A	Included
Year 2	Included	N/A	Included		Included	N/A	Included
Year 3	Included	N/A	Included		Included	N/A	Included
Year 4	Included	N/A	Included		Included	N/A	Included
Year 5	Included	N/A	Included		Included	N/A	Included

Pricing / Bid Item #5							
Equipment / New or Used	New	Used	Used	\$0.00			
Per month Rental (2 Dumpsters)-Year 1	\$250.00	\$225.16	\$0.00		\$3,000.00	\$2,701.92	\$0.00
Year 2	\$257.78	\$238.67	\$0.00		\$3,093.36	\$2,864.04	\$0.00
Year 3	\$265.79	\$252.99	\$0.00		\$3,189.48	\$3,035.88	\$0.00
Year 4	\$274.06	\$268.17	\$0.00		\$3,288.72	\$3,218.04	\$0.00
Year 5	\$282.58	\$284.26	\$0.00		\$3,390.96	\$3,411.12	\$0.00
Haul Rate per Load-Year 1	Included	N/A	8 Yard Recycle / 6 Yard Solid \$120.05 / \$234.33	\$2,805/year	Included	N/A	\$4,252.56
Year 2	Included	N/A	8 Yard Recycle / 6 Yard Solid \$129.65 / \$253.08		Included	N/A	\$4,592.76
Year 3	Included	N/A	8 Yard Recycle / 6 Yard Solid \$140.02 / \$273.33		Included	N/A	\$4,960.20
Year 4	Included	N/A	8 Yard Recycle / 6 Yard Solid \$151.22 / \$295.20		Included	N/A	\$5,357.04
Year 5	Included	N/A	8 Yard Recycle / 6 Yard Solid \$163.32 / \$318.82		Included	N/A	\$5,785.68
Disposal Rate per Ton-Year 1	Included	N/A	Included	\$0.00	Included	N/A	Included
Year 2	Included	N/A	Included		Included	N/A	Included
Year 3	Included	N/A	Included		Included	N/A	Included
Year 4	Included	N/A	Included		Included	N/A	Included
Year 5	Included	N/A	Included		Included	N/A	Included
Bid Bond	\$5,000 Check	X	X				
Offerer Disclosure	X	X	X				
Non-Collusion	X	X	X				
Acknowledgment	X	X	X				
Additional Services	\$100.00/hour	\$125.00/hour	Varies/hour depending on service required	\$81,133.84	\$117,608.24	\$105,237.08	\$178,790.11
Prompt Payment Discount	N/A	0%	0%				
					Estimated Cost for 5 Year Period	Estimated Cost for 5 Year Period	Estimated Cost for 5 Year Period
					\$588,041.22	\$526,185.40	\$893,950.56
				Estimated Current Yearly Cost	Average Yearly Cost	Average Yearly Cost	Average Yearly Cost

AGENDA ITEM NO. 10.2

**Lease: Lease of 68 Sicker Road
(ACAA Bldg. No. 215), with KisKis
Tire Company, Inc.**

AGENDA ITEM NO: 10.2
MEETING DATE: December 5, 2022

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

**ACAA Approved
12/05/2022**

DEPARTMENT: Administration/Legal Department

Contact Person: Ray Casey, Senior Project Consultant

PURPOSE OF REQUEST:

Lease : Lease of 68 Sicker Road (ACAA Bldg. No. 215), with KisKis Tire Company, Inc.

CONTRACT AMOUNT:

N/A

BUDGET INFORMATION:

Anticipated in Current Budget: Yes No NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal _____ State _____ Airport _____ NA

JUSTIFICATION:

Authorization is requested to enter into a five-year lease with KisKis Tire Company, Inc. for premises at 68 Sicker Road (Airport Building No. 215). The premises contains a 14,200 SF warehouse with office and will be used for vehicle repairs, equipment and maintenance. The rent will be \$91,978.44 annually (\$7,664.87 per month), plus utilities. Lease payments will increase by 2% annually for the term of the lease. The lease will be personally guaranteed by the owner of the tenant corporation.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

BACK-UP MATERIAL:

- 1) Draft Lease
- 2) Survey of Leased Area
- 3) Floor Plan

LAND AND FACILITY LEASE AGREEMENT

BETWEEN

KISKIS TIRE COMPANY, INC.

AND THE

ALBANY COUNTY AIRPORT AUTHORITY

LAND AND FACILITY LEASE AGREEMENT

THIS LAND AND FACILITY LEASE AGREEMENT ("Lease") is made and entered into effective the ___ day of December, 2022 by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "AUTHORITY"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Main Terminal, 3rd Floor, Albany County Airport, Albany, NY, 12211 and **KISKIS TIRE COMPANY, INC.**, (the "LESSEE"), a New York Corporation authorized to do business in the State of New York, having a business address of 68 Sicker Road, Latham, New York 12211.

RECITALS

1. The County of Albany (the "County") is the owner of the Albany County Airport (the "Airport"), located in the Town of Colonie, County of Albany, State of New York.
2. The County and the AUTHORITY have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term expiring December 31, 2049, whereby the AUTHORITY has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.

The AUTHORITY and the LESSEE have been in negotiations with regard to the AUTHORITY's premises known as 68 Sicker Road (the "Leased Premises") located in the Town of Colonie, which is owned by the County and is part of the lands known as Albany International Airport. The AUTHORITY and the LESSEE have reached agreement on the lease of such building located on such plot of land for a period of five years.

3. This Lease Agreement has been duly authorized by the AUTHORITY by a Resolution adopted on December 5, 2022.

NOW THEREFORE, In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I - LEASED PREMISES

A. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises", as used in this Lease Agreement, shall mean the premises known as 68 Sicker Road, Town of Colonie, New York including the land, the building erected thereon, and other improvements thereto, including the right of ingress thereto and egress therefrom, located on real estate located at Albany International Airport, as described on the attached **Exhibit "A."** The AUTHORITY hereby leases the Leased Premises to the LESSEE in accordance with the terms of this Lease Agreement

ARTICLE II - OBJECTIVES AND PURPOSES OF LEASE

A. USE OF LEASED PREMISES

The LESSEE shall use the Leased Premises for the sale and installation of tires, maintenance and repair of vehicles and related equipment, and for other necessary office and maintenance and incidental purposes related to LESSEE's operations and for no other purpose.

ARTICLE III - [INTENTIONALLY OMITTED]

ARTICLE IV - TERM

A. PRIMARY

The initial term of this Lease is five (5) years, commencing upon the first day of January 1, 2023 and terminating on December 31, 2027, which date shall be the "Date of Termination". The AUTHORITY shall have the right of access to the Leased Premises for any purpose subject to the provisions of this Lease.

B. RENEWALS

The Date of Termination can be extended in five-year increments beginning the first day of January, 2028, if approved in writing by both the AUTHORITY CEO and the LESSEE at least ninety (90) days before the expiration of the then current five year period. In no event shall the Lease be for a term expiring after December 31, 2049 unless the AUTHORITY's lease with the County has been extended, or approval has been obtained from the County.

C. HOLDING OVER

In the event the LESSEE shall continue to occupy the Leased Premises beyond the Lease term without AUTHORITY's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy from month to month which may be terminated at any time by the AUTHORITY or the LESSEE by giving ninety (90) days written notice to the other party. The AUTHORITY may, however, at its option, renegotiate the fee consideration of the Agreement to be used during the month-to-month terms.

The LESSEE further agrees that upon the expiration of the term of this Lease or sooner cancellation thereof, the Leased Premises will be delivered to AUTHORITY in good condition, reasonable wear and tear and matters covered by insurance excepted. Reasonable wear and tear shall be determined at the sole discretion of AUTHORITY upon inspection of the Leased Premises from time to time.

ARTICLE V - FEES AND RECORDS

A. FEES

1. In consideration of the terms and obligations of this Lease, the LESSEE agrees to pay the AUTHORITY \$8.23 per square foot: \$91,978.44 annually or \$7,664.87 per month for rental of eleven thousand one hundred seventy six (11,176) square foot portion of the building located at 68 Old Sicker Road. The first monthly lease payment shall be due on February 1, 2023.
2. January 1, 2024 and annually thereafter, the lease rate effective with any renewals of this Lease after the initial term, the lease fee in above shall be increased by two percent (2%) annually.
3. The LESSEE agrees to reimburse the AUTHORITY on a timely basis for the prorated cost of property taxes (school and county/municipal) as well as all utility costs. The AUTHORITY will invoice the LESSEE for these direct costs.

B. TIME AND PLACE OF PAYMENTS

The foregoing fixed rental shall be payable in equal monthly installments in advance on or before the first business day of each calendar month . A security deposit of one month's lease payment is due at the execution of this lease.

Payments shall be made in lawful money of the United States, free from all claims, demands, set-offs, or counter-claims of any kind against the AUTHORITY. Any payments not paid when due shall be subject to interest thereon at the per annum rate as set forth in the State Finance Law. These payments shall be made payable to the Albany County Airport Authority and sent to:

Albany County Airport Authority
ATTN. Accounts Receivable
Albany International Airport
737 Albany Shaker Road
Main Terminal, 3rd Floor
Albany, New York 12211-1057

ARTICLE VI - OBLIGATIONS OF THE LESSEE

A. NET LEASE

The use and occupancy of the Leased Premises by the LESSEE will be without cost or expense to AUTHORITY. It shall be the sole responsibility of the LESSEE to maintain, repair and operate the

entirety of the Leased Premises and any improvements and facilities constructed thereon, and to pay any applicable taxes or fees, at LESSEE's sole cost and expense.

B. MAINTENANCE AND OPERATIONS

The LESSEE shall maintain the Leased Premises at all times in a safe, neat and attractive condition, and shall not permit the accumulation of any trash, paper, or debris on the Leased Premises. The LESSEE shall repair all damages to the Leased Premises caused by its employees, patrons, visitors, any other persons, or its operation thereon; shall maintain and repair all equipment thereon, including any buildings and improvements commencing immediately after the one year guarantee period for contractors work, excluding extended warranties allowed by the contracts to construct the Warehouse.

Without limiting the foregoing, the LESSEE shall be responsible for and perform all maintenance, including but not limited to:

1. Janitorial services;
2. Cleaning of stoppages in plumbing fixtures, drain line and sewer system;
3. All routine maintenance on the constructed structures, pavements, and equipment;
4. The LESSEE shall advise the AUTHORITY and obtain the AUTHORITY's consent in writing before making changes involving structural changes to building or premises;
5. The LESSEE is responsible for maintaining electric loads within the designed capacity of the system;
6. The LESSEE shall provide and maintain hand fire extinguisher for the interior of the building and shall maintain, either with LESSEE personnel or through third-party maintenance agreements, all facility systems such as fire alarm systems, elevators, HVAC systems and door operations;
7. The LESSEE shall maintain all landscaping and grounds as originally approved and installed.
8. All energy and utility costs.

The AUTHORITY, at its discretion, shall be the sole judge of the quality of maintenance; and the LESSEE, upon written notice by the AUTHORITY to the LESSEE shall be required to perform whatever maintenance the AUTHORITY deems necessary. If said maintenance is not undertaken by the LESSEE within thirty (30) days after receipt of written notice, the AUTHORITY shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be borne by the LESSEE.

No waste shall be committed or damage done to the property of the AUTHORITY.

C. UTILITIES

The LESSEE shall assume and pay for all costs or charges for utilities services furnished to the Leased Premises during the term of the Lease Agreement.

D. TRASH, GARBAGE, ETC.

The LESSEE shall pick up, and provide for, a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. The LESSEE shall provide and use suitable covered

metal receptacles for all such garbage, trash, and other refuse.

Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Premises, shall not be permitted.

E. SIGNS

The LESSEE shall not erect, maintain, or display outdoors on the Leased Premises any signs, billboards or advertising; provided, however, that the LESSEE may maintain on the outside of said buildings, its own name(s) and services on signs, the size, location and design of which shall be subject to prior written approval by the AUTHORITY.

F. NONDISCRIMINATION

The LESSEE, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree (1) that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereof no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, to the extent that said requirements are applicable, as a matter of law, to the LESSEE.

G. AFFIRMATIVE ACTION

With respect to the Leased Premises, the LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E; that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart; and that it will require that its covered sub-organizations provide assurance to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect, to the extent that said requirements are applicable, as a matter of law, to the LESSEE.

H. OBSERVANCE OF STATUTES, ETC.

The LESSEE shall observe and comply with any and all requirements of all Federal, State or Local statutes, ordinances, regulations and standards applicable to the LESSEE for its use of the Leased Premises, including but not limited to, rules and regulations promulgated from time to time by the AUTHORITY for the administration of the Airport.

I. ENVIRONMENTAL STATUTES

1. The LESSEE covenants and agrees to comply with all applicable environmental laws and to provide to the AUTHORITY, immediately upon receipt, copies of any correspondence,

Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of the LESSEE under environmental laws or which seek criminal or punitive penalties from the LESSEE for an alleged violation of environmental laws. The LESSEE further agrees to advise the AUTHORITY in writing as soon as the LESSEE becomes aware of any condition or circumstances which may result in a potential violation of any environmental laws. The LESSEE agrees, at its expense, and at the request of the AUTHORITY to permit an environmental audit solely for the benefit of the AUTHORITY, to be conducted by the AUTHORITY. This provision shall not relieve the LESSEE from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

2. If In the opinion of the AUTHORITY, there exists any uncorrected violation by the LESSEE of an environmental law or any condition which requires, or may require, a cleanup, removal or other remedial action by the LESSEE under any environmental laws, and such cleanup, removal or other remedial action is not completed within ninety (90) days from the date of written notice from the AUTHORITY to the LESSEE, the same shall, at the option of the AUTHORITY, constitute an event of default hereunder.
3. For the purposes of this Article, the term "environmental law" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, permits, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substance including, but not limited to, the New York State Environmental Conservation Law, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department or agency now or anytime hereafter in effect.
4. The storage, use, discharge, or disposal of aircraft deicing fluids, permanent deicing chemicals and cleaning agents is expressly prohibited outside of SPDES Permit Best Management Practices Plan approved areas.
5. The LESSEE agrees fully to indemnify and save and hold harmless the AUTHORITY from and against all claims and actions and all expenses incidental to the investigation and defense thereof, including the AUTHORITY's reasonable litigation expenses and attorneys' fees, based on or arising out of damages or injuries to persons or their property, resulting from the LESSEE, its agents, or employees, violation of any environmental laws with respect to the LESSEE's use and occupancy of the Leased Premises.

The AUTHORITY agrees fully to indemnify and save and hold harmless the LESSEE from and against all claims and actions and all expenses incidental to the investigation and defense thereof, including the Lessee's reasonable litigation expenses and attorneys' fees, based on or arising out of damages or injuries to persons or their property, resulting from the AUTHORITY, its agents, or employees, violation of any environmental laws which impact the Leased Premises.

6. The AUTHORITY shall give to the LESSEE prompt and reasonable notice of any such claim or action, and the LESSEE shall have the right to investigate, compromise, and defend the same.

J. HAZARD LIGHTS

The LESSEE shall maintain any hazard lights on any structure on the Leased Premises, if required by the AUTHORITY or Federal Aviation Administration regulations. Any hazard lights so required shall comply with the specifications and standards established for such installations by the FAA.

ARTICLE VII- OBLIGATIONS OF AUTHORITY

A. OPERATION AS PUBLIC AIRPORT

The AUTHORITY covenants and agrees that at all times it will operate and maintain Albany International Airport, as defined herein above, as a public Airport consistent with and pursuant to the Sponsor's Assurances given by the AUTHORITY to the United States Government under the Federal Airport and Airway Improvement Act, as amended.

B. INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, the LESSEE shall have the right of ingress to and egress from the Leased Premises for the LESSEE, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over the roadway provided by the AUTHORITY serving the Leased Premises.

ARTICLE VIII - AUTHORITY'S RESERVATIONS

A. IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

The AUTHORITY, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on premises owned by the AUTHORITY, as it sees fit, and to take any action it considers necessary to protect the instrument approaches of the Airport against obstructions, together with the right to prevent the LESSEE from erecting or permitting to be erected, any buildings or other structure on premises owned by the AUTHORITY which, in the opinion of the AUTHORITY, would limit the usefulness of the Airport, constitute a hazard to aircraft or be inconsistent with Federal Aviation Regulations Part 77.

In the event the AUTHORITY requires the Leased Premises for expansion, improvements, development of the Airport, the AUTHORITY reserves the right, on six (6) months notice, to relocate or replace the facilities and improvements in substantially similar form at another generally comparable location on or near the Airport. The costs of any such relocation or replacement shall be borne by the AUTHORITY.

B. INSPECTION OF LEASED PREMISES

The AUTHORITY, through its duly authorized agent, shall have at any reasonable time, the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this Lease.

C. SUBORDINATION TO U.S. GOVERNMENT

This Lease shall be subordinate to the provisions of any existing or future agreement(s) between the AUTHORITY and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the AUTHORITY for Federal funds for the development of the Airport.

D. SUBORDINATION TO AIRPORT LEASE AGREEMENT

This Lease is and shall remain Subordinate to the provisions of the Airport Lease Agreement, between the AUTHORITY and the County of Albany, as may be amended from time to time.

ARTICLE IX - LIABILITY, INDEMNITY AND INSURANCE

- A.** The LESSEE hereby agrees to release, indemnify and save harmless the AUTHORITY, the County of Albany, their officers, agents and employees, Airport Group NY, Inc., or successor, if any, from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, including property and employees or agents of the AUTHORITY, and shall defend, indemnify and save harmless the AUTHORITY, their officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including Worker's Compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, LESSEE's operations in connection herewith, or its use or occupancy of any portion of the Airport, and including acts and omissions of officers, employees, representatives, suppliers, invitees, customers, guests, patrons, contractors, and agents of the LESSEE; provided, however, that the LESSEE need not release, indemnify, or save harmless the Authority, the County of Albany, their officers, agents, and employees from damages resulting from the sole negligence of the AUTHORITY's or County's officers, agents, or employees. The minimum insurance requirements prescribed herein shall not be deemed to in any way limit or define the obligations of the LESSEE hereunder.
- B.** Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which in any way, directly, or indirectly, contingently, or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.
- C.** The LESSEE shall procure and maintain at its own expense, the following types and amounts of insurance for the term of this Lease:
1. Comprehensive General Liability Insurance, including Automobile Liability Insurance covering owned, hired, and non-owned vehicles. The policy or policies providing said coverage shall include premises-operations, independent contractors, personal injury (deleting any exclusion relating to employees), products, and contractual liability including, but not limited to, the liability assumed by LESSEE under the Hold Harmless provisions of this Lease. Said policy or policies shall cover loss or liability for damages in an amount not less than One Million Dollars (\$1,000,000), combined single limit, for each occurrence for bodily injury, death, or property damage occurring by reason of the LESSEE's operations in, on, or about the concession premises or Airport.

2. Worker's Compensation and Employers' Liability insurance in the amounts and form required by the Worker's Compensation Act and insurance laws of the State of New York.
 3. Fire Legal Liability Insurance - LESSEE shall insure against the perils of fire, extended coverage, and other perils on any and all the leased premises. Such insurance shall be in the amount \$300,000. The AUTHORITY, County of Albany and Airport Group NY shall be named as additional insured under the policy or policies herein described. All fire legal liability insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder.
- D.** The insurance specified above shall, either by provisions in the policies or by special endorsements attached thereto, insure the AUTHORITY, the County of Albany and AFCO AvPorts Management, LLC, or successor, if any, against the risks to which it is exposed as the owner of the concession premises and as the grantor of the right to operate the concession business authorized to be conducted under this Lease, and except for Worker's Compensation and Employers' Liability coverage, shall include the AUTHORITY, the County of Albany, and all of its officers, employees, and agents (AFCO AvPorts Management, LLC), as additional insureds, shall contain a standard cross-liability provision and shall stipulate that no insurance held by the AUTHORITY or the County of Albany will be called on to contribute to a loss covered thereunder. The AUTHORITY and the County of Albany shall have no liability for any premiums charged for such coverage, and the inclusion of the AUTHORITY and the County of Albany as additional insureds is not intended to, and shall not, make the AUTHORITY or the County of Albany a partner or joint venturer with LESSEE in LESSEE's operations at the Airport. Such policies shall also insure LESSEE against the risks to which it is exposed as the operator of the concession business authorized under this Lease, including fire insurance on personal property, and shall be for full coverage with any deductibles and/or retentions subject to approval by the AUTHORITY and shall contain provisions on the part of the respective insurers waiving the right of such insurers to subrogation.
- E.** The original or a certified copy of above policy or policies, plus certificates evidencing the existence thereof, all in such form as the Authority may require, or a binder, shall be delivered to the AUTHORITY upon the execution of this Lease. In the event a binder is delivered, it shall be replaced immediately upon receipt by LESSEE of the original or a certified copy of the policy. Each such policy or certificate shall contain a valid provision or endorsement that **"This policy will not be canceled or materially changed or altered without first making a good faith effort to give thirty (30) days written notice thereof to the Chief Executive Officer, Albany County Airport Authority, Administration Building, Room 200, Albany, New York, 12211, sent by certified mail, return receipt requested."**
- F.** A renewal policy or binder shall be delivered to the CEO immediately upon issuance, but in no case later than the date of the existing policy's expiration date except for any policy expiring on the expiration date of this Lease or thereafter.
- G.** The State of New York does not carry casualty insurance to provide coverage with relation to the Leased Premises under the operation and control of the LESSEE of State Police. Rather, the State of New York follows a policy of self-retained risk of loss against casualty, public liability, fire and extended coverage (including theft and loss) and property damage of such leased premises.

ARTICLE X - TERMINATION OF LEASE BY LESSEE

A. TERMINATION

1. This Lease shall terminate at the end of the term hereof, and the LESSEE shall have no further right or interest in any of the improvements hereby demised, except as provided in Article IV, B.

In the event it appears to the LESSEE that the AUTHORITY shall fail to complete improvements to the site necessary for occupancy of the building by, the LESSEE may cancel this Lease by giving the AUTHORITY written notice of such cancellation by, whereupon the AUTHORITY shall have sixty (60) days from receipt of such notice to complete such improvements. If the AUTHORITY completes such improvements within such sixty (60) days then this Lease shall not be canceled. If the AUTHORITY fails to complete construction within such sixty (60) day period then this Lease shall be deemed canceled, null and void.

ARTICLE XI - TERMINATION OF LEASE BY AUTHORITY

A. TERMINATION BY AUTHORITY

The AUTHORITY, in addition to any other rights to which it may be entitled by law, may declare this Agreement terminated in its entirety, subject to and in the manner provided in Section B hereof, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Leased Premises.

1. The failure to pay all installments of rent then due (with interest) within thirty (30) days after receipt by the LESSEE of written notice to pay such rent.
2. The breach by the LESSEE of any of the covenants or agreements herein contained, provided the LESSEE has not instituted steps to cure such failure and proceed diligently to cure such failure within thirty (30) days from written notice from the AUTHORITY of such breach.
3. The abandonment of the Leased Premises.
4. The failure to replace any improvements which have been destroyed by fire, explosion, wind, etc., within six (6) months from the date of such destruction.

B. WAIVER OF STATUTORY NOTICE TO QUIT

In the event the AUTHORITY exercises its option to cancel this Agreement upon the happenings of any or all of the events set forth in this Article, a notice of cancellation shall be sufficient to cancel this Agreement; and, upon such cancellation, the LESSEE hereby agrees that it will forthwith surrender up possession of the demised premises to the AUTHORITY within thirty (30) days of receipt of the aforementioned notice.

C. POSSESSION BY AUTHORITY

In any of the aforesaid events, the AUTHORITY may take immediate possession of the demised

premises and remove the LESSEE's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon said default, all rights of the LESSEE shall be forfeited, provided however, the AUTHORITY shall have and reserve all of its available remedies at law as a result of said breach of this contract.

Failure of the AUTHORITY to declare this Lease terminated upon default of the LESSEE for any of the reasons set out shall not operate to bar, destroy, or waive the right of the AUTHORITY to cancel this Lease by reason of any subsequent violation of the terms hereof.

D. SUSPENSION OF LEASE

During time of war or national emergency, the AUTHORITY shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of this Lease shall be extended by the amount of the period of suspension.

ARTICLE XII - RIGHTS UPON TERMINATION

A. FIXED IMPROVEMENTS

It is the intent of this Agreement that the real estate, leasehold improvements and any alterations thereto shall be and remain the property of the AUTHORITY during the entire term of this Lease and thereafter.

B. TEMPORARY IMPROVEMENTS

At the termination of this Lease, the LESSEE shall have the right within sixty (60) days thereafter, to remove all temporary improvements, furniture, fixtures, machinery, equipment and signs installed on the premises leased hereunder, but shall repair at its own expense, all damage to the premises or improvements caused by such removal. All other improvements erected or installed on the premises leased hereunder shall, on such termination, remain on the Leased Premises.

C. PERSONAL PROPERTY

Upon termination of this Lease, The LESSEE shall remove all personal property from the demised premises within thirty (30) days after said termination. If the LESSEE fails to remove said personal property, said property may thereafter be removed by the AUTHORITY at the LESSEE's expense.

ARTICLE XIII - ASSIGNMENT AND SUBLETTING

A. SUCCESSORS AND ASSIGNMENT

The LESSEE shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the AUTHORITY. In the event of such assignment, the LESSEE shall remain liable to the AUTHORITY for the remainder of the term of the Lease to pay to AUTHORITY any portion of the rental and fees provided for herein upon failure of the assignee to pay the same when due. Said assignees shall not assign said

Lease except with the prior written approval of the AUTHORITY and the LESSEE herein, and any assignment by the LESSEE shall contain a clause to this effect.

B. SUBLETTING

The LESSEE shall not rent or sublease all or any part of the Leased Premises or the improvements located thereon, without the prior written consent of the AUTHORITY, and the AUTHORITY reserves the right, as a condition of sublease approval, to increase the ground rental specified in this Lease, to the AUTHORITY's ground rental rate in effect at the time of subletting of this Lease.

ARTICLE XV - GENERAL PROVISION

A. NON-INTERFERENCE WITH OPERATION OF AIRPORT

The LESSEE, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Albany International Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the AUTHORITY reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the LESSEE.

The AUTHORITY shall maintain and keep in repair the Airport landing areas, including taxiways and aircraft parking apron and shall have the right to direct and control all activities of the LESSEE in this regard.

B. ATTORNEY'S FEES

In any action brought by the AUTHORITY for the enforcement of the obligations of the LESSEE, AUTHORITY shall be entitled to recover interest and its reasonable attorney's fees.

C. LICENSE FEES AND PERMITS

The LESSEE shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

D. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Lease.

E. INTERPRETATIONS

This Agreement shall be governed by and construed according to the laws of the State of New York. Claims, disputes and other matters in question shall be decided in the Court of Appeals, State of New York, Albany County.

F. NOTICES

Whenever any notice or payment is required by this Lease to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage

attached to insure delivery and deposited in the United States Mail, addressed to:

Albany County Airport Authority
Albany International Airport
Administration Building, Room 200
Albany, New York 12211-1057
ATTN: Chief Executive Officer

and notices, consents and approvals to LESSEE addressed to:

Kiskis Tire Company, Inc.
68 Sicker Road
Latham, New York 12211

or such place as either party shall by written directive designate in the manner herein provided.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the AUTHORITY and the LESSEE as to the matters expressed herein. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by a duly authorized officer of both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representation or warranties, expressed or implied, not specified herein regarding this Agreement. Any terms and conditions of any purchase order or other document submitted by the LESSEE in connection with this Agreement which are in addition or inconsistent with the terms and conditions of this Agreement will not be binding on the AUTHORITY and will not apply to this Agreement. The LESSEE by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees the LESSEE is bound by its terms and conditions.

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

ALBANY COUNTY AIRPORT AUTHORITY

By: _____
Samuel A. Fresina, Chairman
Or,
Philip F. Calderone, Esq., Chief Executive Officer

KISKIS TIRE COMPANY, INC.

By: _____

Print Name and Title

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On this ____ day of _____, 20__ before me personally came and appeared **SAMUEL A FRESINA** to me known to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed, the foregoing instrument; that he executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on December 5, 2022; and that he signed his name thereto by like authorization.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On this ____ day of _____, 20__ before me personally came and appeared **PHILIP F. CALDERONE, ESQ.** to me known to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chief Executive Officer of the Albany County Airport Authority, the public benefit corporation described in, and which executed, the foregoing instrument; that he executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on December 5, 2022; and that he signed his name thereto by like authorization.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this ____ day of _____, 20__ before me personally came _____ to me known, who being by me duly sworn, did depose and say that he/she resides in _____ County, that he/she is the _____ of **KISKIS TIRE COMPANY, INC.**, the corporation described in, and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order to the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

EXHIBIT A LEASED AREA

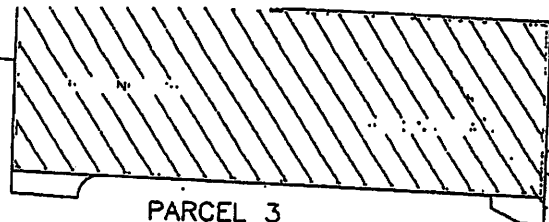
(See Attached Map)

ERLY OF
SER
479

(DEED 230.50)
(COMPUTED 232.46')

(COMPUTED 237.75)
(DEED 269.50)

(DEED 73.0')



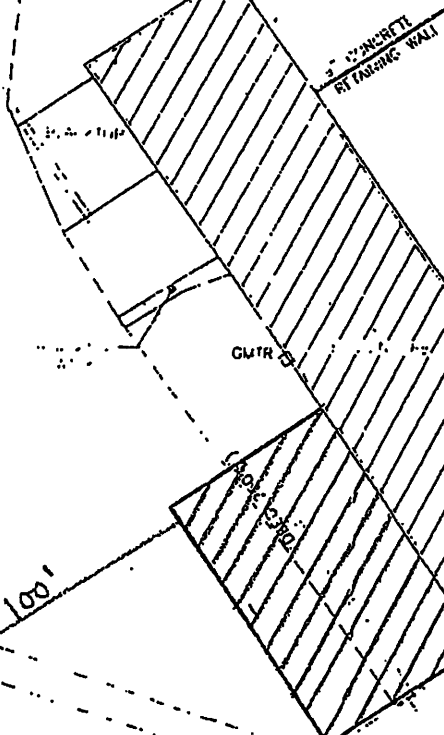
PARCEL 3
LANDS NOW OR FORMERLY OF
DAVID J. KAISER
BOOK 2251 PAGE 1123

OVERHEAD WIRES

PARCEL 7

LANDS NOW OR FORMERLY OF
DAVID J. KAISER
BOOK 1984 PAGE 447

PARCEL 1
LANDS NOW OR FORMERLY OF
E. JANET KAISER
BOOK 2475 PAGE 477



PARCEL 4
LANDS NOW OR FORMERLY OF
DAVID J. KAISER and
EILEEN J. KAISER
BOOK 2120 PAGE 681

AREA: 474,381 S.U. ±
1.41 A. NE:

N 1430184.073
E 677872.720

N 1430168.123
E 677841.050

N 1430253.127
E 677696.639

N 1430217.570
E 677724.158

N 1430245.782
E 677689.649

(DEED 177.6')

N36°53'00"W
44.58'
(DEED 44.6')

(DEED 312.0')
(COMPUTED)

OVERHEAD WIRES

S77°07'21"W
35.46'
(DEED 35.5')
(S63°66'02"W -
SEE MAP NOTE #2)

N27°58'35"W (N41°48'54"W - SEE MAP NOTE #2) 165.82'
(DEED 179.0')
(DEED 179.0')
(DEED 165.6')

N53°12'58"W | SEE MAP NOTE #2 | 126.92'
(DEED 136.9')

(DEED 404.9') 404.89'

N57°16'27"E
10.18'

CONCRETE
RT FARMING WALL

NYT 2

NYT 3

NM 31 1/2-2
NYT 1-5

EMTR

IRF

IRF

NO #

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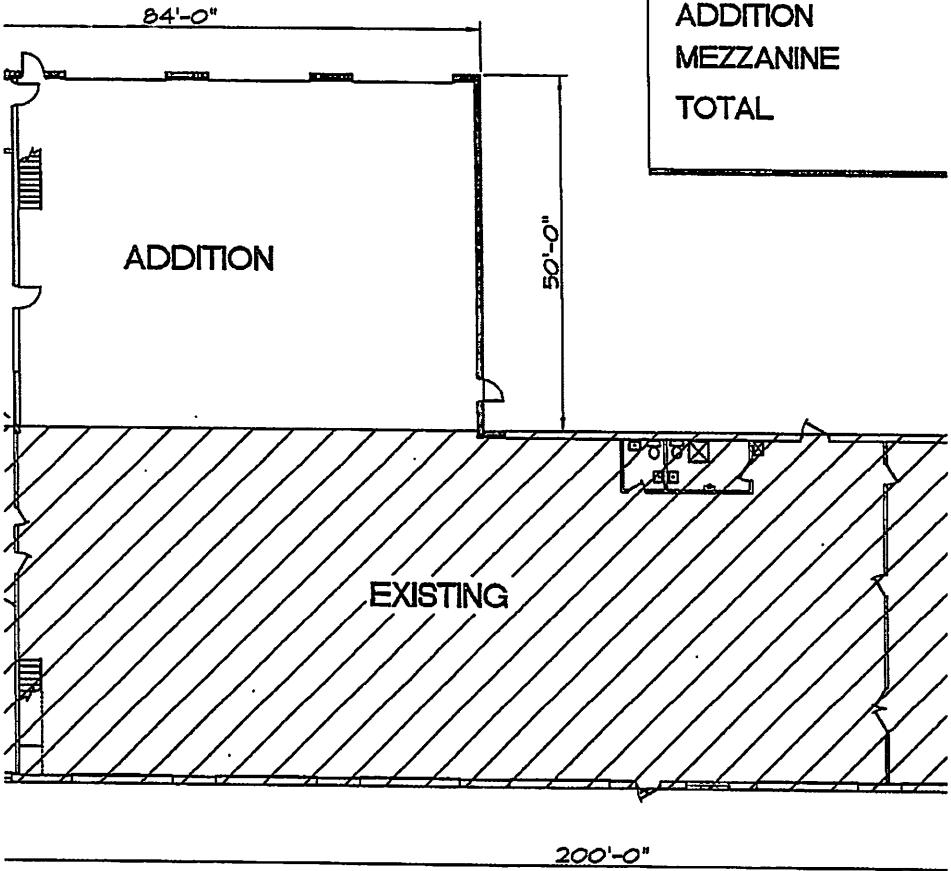
CMP

Water

For

68 SICKER RO

EXISTING BUILDING
ADDITION
MEZZANINE
TOTAL



AGENDA ITEM NO. 10.3

**Authorization to purchase 3.1 +/- acre Parcel
362-364 Old Niskayuna Road**

AGENDA ITEM NO: 10.3
MEETING DATE: December 5, 2022

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
12/05/2022

DEPARTMENT: *Administration/Legal Department*

Contact Person: *Christine C. Quinn, Authority Counsel
Ray Casey, Senior Project Consultant*

PURPOSE OF REQUEST:

Authorization to purchase 3.1 +/- acre Parcel 362-364 Old Niskayuna Road

CONTRACT AMOUNT:

Total Contract Amount: \$530,000.00

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No ___ NA ___

FISCAL IMPACT – FUNDING (Dollars or Percentages)

Federal 0% State 0% Airport 100%* NA ___

**Airport may seek reimbursement if approved as part of the ALP.*

Funding Source: CPN 2260 Property Acquisitions (Landside)

JUSTIFICATION:

Authorization is requested to purchase a 3.1 +/- acre parcel of land from the Estate of James Little for a NYS DOT certified price of \$530,000. For over twenty years, the ACAA has pursued acquisition of this parcel due to its location immediately adjacent to the East-West Runway 10-28 and to our T-Hangar area. Over the years, Mr. Little had declined to sell the property but in 2021, after his deteriorating health and subsequent placement in a nursing home, his family contacted the Authority offering the property for sale. (Note that Mr. Little passed away in September of this year and his estate has continued to support the sale to the Authority.)

The Authority contracted with two licensed appraisal firms which provided independent updated appraisals of \$530,000 and \$620,000. Consistent with FAA guidelines, those appraisals were submitted for review and determination of value by the NYS Department of Transportation; that review resulted in a certified fair market value of \$530,000.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.3

MEETING DATE: December 5, 2022

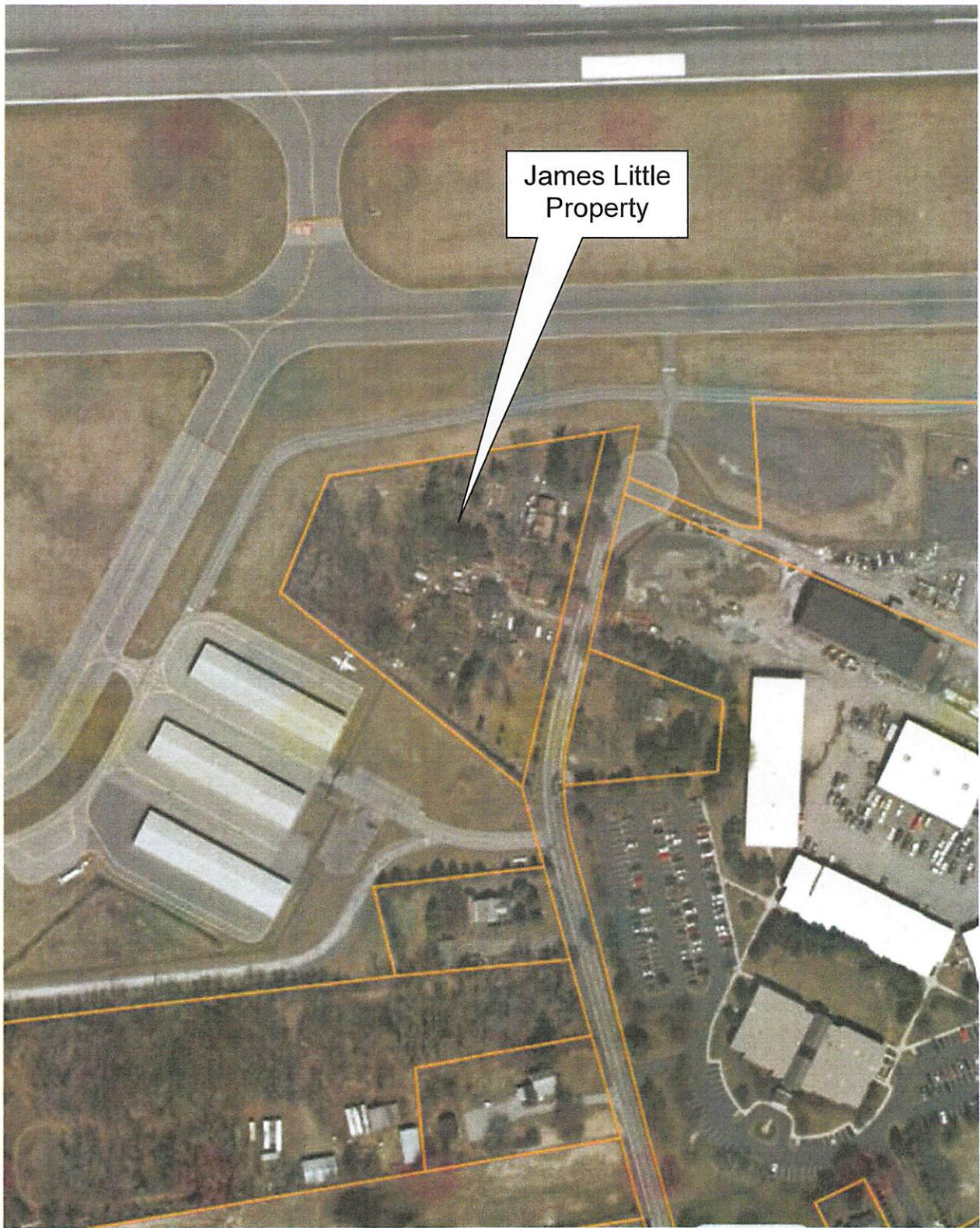
FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA _____

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

1. *Subject Property Photographs*
2. *Appraisal Summaries*



James Little
Property

**Hennessy
Engineering & Consulting**

P.O. Box 118
Voorheesville, NY 12186

2017 Historical Aerial Photo

**James Little Property – 362 Old Niskayuna Rd.
Town of Colonie, Albany County, New York**

Source: Albany Co. GIS

Scale: None



NORTH

Search Parcel ID, Address



Runway 10-28

Taxiway C

Taxiway D

T-Hangars

(1 of 2) [Close] [Refresh]

Land Parcels (2021)

Municipality: Town of Colonie
Parcel Location: 362 Old Nisk Rd
Land Parcel: 18.-4-1
Owner Name: Little, James E
Property Class Code: 210
Property Class Description: One Family Year-Round Residence
School District Code: 012605
School District: North Colonie CSD
Acres: 3.10 ac.
Deed Reference: Not Available
Land Assessment: \$57,500.00
Total Assessment: \$315,000.00

[PDF Tax Map](#)
[Google Maps](#)
[Zoom to](#) [More]

Old Niskayuna Rd

Wade Rd



January 27, 2022

Mr. Stephen A. Iachetta, A.I.C.P.
 Department of Planning & Engineering
 Albany County Airport Authority
 Albany International Airport
 Main Terminal Suite 300
 737 Albany Shaker Road
 Albany, New York 12211-1057

RE: **Appraisal Report**
 362 Old Niskayuna Road
 Town of Colonie, Albany County, New York
 Purchase Order #148167

Dear Mr. Iachetta,

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

The subject is ±3.10 acre site improved with a single family residence and outbuildings, considered an underutilization of the site and an interim use for future industrial development consistent with the highest and best use of the property. As such, the subject is analyzed as a 3.10 acre effectively vacant site with any contributory value of the improvements considered offset by the cost of demolition.

Based on the analysis contained in the following report, my opinion of market value of the subject property was as follows:

OPINION OF MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value Opinion
AS IS	FEE SIMPLE ESTATE	JANUARY 6, 2022	\$530,000

Extraordinary Assumption: While the environmental assessment is pending, this appraisal report assumes that no environmental remediation is needed. *This assumption is directly related to this specific assignment, as of the effective date of the assignment results which, if found to be false, could alter the appraiser's opinions or conclusions.*

Hypothetical Condition: The site is clear of any items of personal property, including vehicles and or scrap metal, etc. *This condition is directly related to this specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but are used for the purpose of analysis and may have affected the assignment results.*

COVID-19 MARKET CONDITIONS

On March 11, 2020, the World Health Organization declared the outbreak of the Novel Coronavirus ("COVID-19") a "Global Pandemic." The potential economic impacts may materially impact commercial real estate markets across all sectors. We will continue to analyze alternative sources of information and the most recent market evidence to spot changing market conditions. The current and expected economic impacts of COVID-19 are unprecedented and will require constant contact with reliable data sources including market participants, brokers, property managers, developers and investment underwriters to support credible valuations.

Our valuations are supported by the best information available as of the effective date of value. However, given the high level of uncertainty regarding future returns and investment performance across real estate markets, we recommend that the client constantly review valuation assumptions and monitor the valuation of each asset appraised. We reserve the right to revise and update our opinions of value as more market evidence becomes available.

The analyses, opinions, and conclusions were developed in conformance with our interpretation of the guidelines and recommendations set forth in the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP) effective January 1, 2020 extended through December 31, 2022. The report has been prepared in accordance with the standards and reporting requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and Title XI Regulations. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisal file.

The following appraisal report in part, forms the basis of our opinion and is subject to the Assumptions and Limiting Conditions which are an integral part of the stated value.

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

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Effective Date of Appraisal	January 6, 2021
Location	362 Old Niskayuna Road Town of Colonie, NY
SBL #	18.-4-1
Owner of Record	James E. Little
Property Rights Appraised	Fee Simple Estate
Purpose of the Appraisal	Opinion of market value
Land Area	±3.10 Acres
Public Utilities	All municipal utilities are available

OPINION OF MARKET VALUE

OPINION OF MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value Opinion
AS IS	FEE SIMPLE ESTATE	JANUARY 6, 2022	\$530,000



BAUER APPRAISAL GROUP, INC.

125 WOLF ROAD
ALBANY, NEW YORK 12205

(518) 459-3791 • FAX (518) 438-4114

E-Mail: brbauer@nycap.rr.com

Bruce R. Bauer, MAI, SRA, CCIM

NYS Certified General Appraiser 46-315

VT Certified General Appraiser 80-81

NYS Licensed Real Estate Broker

Appraisals • Consultations
Feasibility Studies

January 17, 2022

Stephen Iachetta, AICP
Department of Planning and Engineering
Albany County Airport Authority
Albany International Airport
767 Albany Shaker Road, Main Terminal, Suite 300
Albany, NY 12211-1057

Re: Appraisal Report
(Self-Contained Format)
Land With Existing Improvements
362 Old Niskayuna Road
Colonie, New York

Dear Mr. Iachetta:

In accordance with your request, I have made a careful inspection of the above captioned property and have made a study of conditions affecting its value. I have no present or prospective interest in this property. The report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics as promulgated by the Appraisal Institute. Additionally, the report conforms to the requirements of the Financial Institutions Reform, Recovery, Enforcement Act of 1989 (FIRREA), Title XI Regulations.

By reason of my investigation and by virtue of my experience, it is my opinion that the Market Value of the fee simple interest in the subject property, as of the inspection date and effective date of appraisal, January 6, 2022, is:

SIX HUNDRED TWENTY THOUSAND (\$620,000) DOLLARS

The appraisal assumes all uses/structures at the property are deemed legal by the Town of Colonie.

- continued -

Mr. Iachetta
January 17, 2022
Page 2

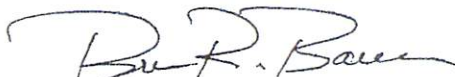
The appraiser has accepted this appraisal assignment having the knowledge and experience necessary to complete the assignment competently.

In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, and/or existence of toxic waste, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances and I urge you to retain an expert in this field, if desired.

Your attention is invited to the attached report that forms the basis for this valuation.

Very truly yours,

BAUER APPRAISAL GROUP, INC.

A handwritten signature in cursive script that reads "Bruce R. Bauer".

Bruce R. Bauer, MAI, SRA, CCIM
NYS Certified General Real Estate Appraiser 46-315

BRB/amc

SUMMARY OF IMPORTANT CONCLUSIONS

TYPE OF PROPERTY: Land with existing improvements

OWNER: James E. Little

PROPERTY ADDRESS: 362 Old Niskayuna Road, Colonie, New York

COUNTY: Albany

TAX MAP PARCEL NO.: 18.-4-1

OCCUPANT: Owner-occupied

PROPERTY AREA: Site: 3.10 acres
Gross Building Area: 1,872 SF

PRESENT USE: Residential site

SITE IMPROVEMENTS: Miscellaneous structures, burial area

IMPROVEMENT AGE: 2 residential structures and outbuildings

CONSTRUCTION TYPE: Wood frame

ZONING: Airport Business Area and partially
within Airport Noise Overlay

FLOOD ZONE: Zone X

WETLANDS: Not apparent in vicinity

ASSESSMENT: \$315,000

EQUALIZATION RATE: 59%

EQUALIZED MARKET VALUE: \$533,898

HIGHEST AND BEST USE:

AS VACANT: Light industrial development

AS IMPROVED: Light industrial development

PROPERTY RIGHTS APPRAISED: Fee simple

EST. MKTG AND EXPOSURE TIME: 6-12 months

DATE VALUE ESTIMATE APPLIES: January 6, 2022

APPRAISER: Bruce R. Bauer, MAI, SRA, CCIM
BAUER APPRAISAL GROUP, INC.
125 Wolf Road, Albany, New York 12205

VALUE ESTIMATES:

COST APPROACH: \$ N/A

SALES COMPARISON APPROACH: \$620,000

INCOME APPROACH: \$ N/A

ESTIMATED MARKET VALUE: \$620,000

AGENDA ITEM NO. 10.4

**Management Agreement:
Airport Management Services Agreement with
AVPORTS ALB LLC**

AGENDA ITEM NO: 10.4
MEETING DATE: December 5, 2022

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
12/05/2022

DEPARTMENT: *Legal Department*

Contact Person: *Christine C. Quinn, Authority Counsel*

PURPOSE OF REQUEST:

Management Agreement: *Airport Management Services Agreement with AVPORTS
ALB LLC*

CONTRACT AMOUNT:

*Year 1 2023 - \$500,000.00
Year 2 2024 - \$700,000.00*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ✓ No NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal State Airport NA ✓
Funding Source: *Airport Operating Budget*

JUSTIFICATION:

The Authority solicited proposals for Management of Daily Airport Operations. Responses were received on June 9, 2022 from two firms: AvPorts and GSH Group, Inc. The selection committee has recommended AvPorts as the preferred airport management company. The Board authorized the Authority to enter into negotiations for a successor agreement on 7/11/22. Approval is requested to enter into a two year agreement with AvPorts for Airport Management Services. The Agreement also provides for two additional five year renewal terms which will require Board approval.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL: *Schedule B – Fee Schedule*

SCHEDULE B – FEE SCHEDULE

(with Claim Form, attached)

Initial Term

Year	Base Annual Fee	Adjustment	Net Due For Year
2023	\$700,000	(\$200,000)	\$500,000
2024	\$700,000	N/A	\$700,000

1st Five Year Renewal

2025	\$700,000	(\$100,000)	\$600,000
2026**	\$700,000	N/A	CPI Adjusted*
2027	Prior year Net Due for Year	N/A	CPI Adjusted*
2028	Prior year Net Due for Year	N/A	CPI Adjusted*
2029	Prior year Net Due for Year	N/A	CPI Adjusted*

2nd Five Year Renewal

2030	Prior year Net Due for Year	N/A	CPI Adjusted*
2031	Prior year Net Due for Year	N/A	CPI Adjusted*
2032	Prior year Net Due for Year	N/A	CPI Adjusted*
2033	Prior year Net Due for Year	N/A	CPI Adjusted*
2034	Prior year Net Due for Year	N/A	CPI Adjusted*

* To determine the "CPI Adjusted" fee, the Net Due For Year for the prior year will be escalated by CPI for All Urban Consumers (CPI-U) All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period: 1982-84=100, published by the U.S. Department of Labor, Bureau of Labor Statistics (presently available here: <https://data.bls.gov/cgi-bin/surveymost>) as of the October prior to the adjustment versus the October prior thereto. If that result is zero (0) or negative, no change will apply. If the index specified in the foregoing or that is subsequently substituted for hereunder ceases to be published, the parties will agree on an appropriate substitute therefor, which may be based on more than one index, that reasonably replicates the discontinued index.

** To determine CPI adjusted fee for 2026, the 2026 Base Annual Fee will be used.

AGENDA ITEM NO. 10.5

Contingent approval of expenditure not to exceed \$1,056,788 (\$996,788 and \$60,000 for insurance policy premiums and insurance broker services, respectively).

AGENDA ITEM NO: 10.5
MEETING DATE: December 5, 2022

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

**ACAA Approved
12/05/2022**

DEPARTMENT: FINANCE

Contact Person: Michael F. Zonsius, Chief Financial Officer

PURPOSE OF REQUEST:

Contingent approval of expenditure not to exceed \$1,056,788 (\$996,788 and \$60,000 for insurance policy premiums and insurance broker services, respectively).

BACKUP MATERIALS:

- *Please refer to Insurance Memo Attached.*
- *Exhibit A, Insurance Premium Quotes*
- *Exhibit B, Alliant invoice.*

JUSTIFICATION:

Insurance policies are renewed on an annual basis. Although not necessarily shopped to insurance underwriters on an annual basis, underwriters were invited by the insurance broker, Alliant, to provide updated quotes for next year's renewal period.

FINANCE COMMITTEE RECOMMENDATION:

Recommend contingent approval of expenditure not to exceed \$1,056,788 for insurance premiums and insurance brokerage services.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend contingent approval of expenditure not to exceed \$1,056,788 for insurance premiums and insurance brokerage services.



TO: ACAA Board Members
FROM: Michael F. Zonsius, CFO
Date: December 5, 2022
RE: Approval of Insurance Premiums for the Year 2023

To safeguard and protect the assets of the Albany International Airport, the risk management program transfers the probability of financial loss due to an unfortunate event(s) to a third party via the procurement of the insurance policies provided in Exhibit A. This year the ACAA insurance broker, Alliant, shopped underwriters for all insurance lines (with an expiry of December 31, 2021) as shown on Exhibit B, with their respective premiums.

Staff has reviewed the options and recommends approval of the insurance package in the amount of \$1,056,788. This package has no notable differences from the insurance package currently in place.

Further, this insurance package (\$1,056,788) includes \$60,000 for the cost of insurance brokerage services by Alliant. In 2022 Alliant was requested to quote brokerage services based on a fixed cost fee and not a commission basis (percentage of premium) as done previously by a different broker. Previous years cost for insurance brokerage services are as follows:

Year	Commission (% of premium)	Fixed Fee	Total
2017	\$51,070.49	\$30,000.00	\$ 81,070.49
2018	70,056.54	30,000.00	100,056.54
2019	56,724.54	30,000.00	86,724.54
2020	73,761.19	30,000.00	103,761.19
2021	1,615.95	65,000.00	66,615.95
2022	0.00	45,000.00	45,000.00
2023	0.00	60,000.00	60,000.00

Without qualification, Staff recommends approval of the \$1,056,788 insurance package.

This is a contingent approval not to exceed \$1,056,788 as Staff is awaiting the receipt of a second premium quote for aviation liability insurance from AvPorts LLC which is expected no later than Friday, December 9th.

Exhibit A

**Albany County Airport Authority
12/31/2022 - 12/31/2023 Renewal Quotes/Terms**
(Does not include any applicable taxes and fees)

POLICY DETAIL	COVERAGE NOTES (See Policy for applicable coverages & specific terms)	20-21 Annualized Expiring Premium	21-22 Annualized Renewal Premiums	22-23 Quotes	Insurance Company
Aviation Liability	\$100,000,000 Limit, \$10k Retention/\$50k aggregate. Terrorism and War Included	\$168,817	\$189,919	\$197,806	Chubb/ACE
Excess Aviation Liability	\$300,000,000 Limit. Terrorism/War/Hijacking Incl.	\$55,000	\$53,900	\$56,595	Chubb/ACE
Property & Garage Keepers	\$346,201,583 Blanket Building & BPP. \$25k Retention. \$21,000,000 Business Inc. Limit \$5,000,000 Flood coverage. \$25,000,000 Earthquake.	\$332,159	\$362,879	\$367,091	Chubb
Automobile	\$5,000,000 Liability Limit	\$73,042	\$71,572	\$79,983	Chubb
Workers Comp.	Payrolls Unchanged, .97 E Mod.	\$5,903	\$5,954	\$5,110	Chubb
Public Officials	\$7,500,000 Limit. \$75k Retention	\$33,726	\$41,132	\$43,051	Chubb/ACE
Cyber Liability	\$1,000,000 Limit, \$75k Retention	\$21,303	\$35,445	\$50,035	Chubb/ACE
Builders Risk	\$21,000,000 Policy limit	\$20,860	\$20,860	\$20,860	Chubb
Crime	\$5,000,000 Limit, \$50k Retention	\$6,868	\$7,677	\$8,152	Travelers
Tank Farm Property	\$3,842,500 Limit, \$50k Retention	\$38,761	\$43,121	\$44,829	Markel
Violent & Malicious Acts	\$1,000,000 Limit	\$15,390	\$15,390	\$15,565	Hixcox/Lloyds
Pollution (12/31/19-12/31/22)	\$10,000,000 Limit 3 Year Policy: \$106,050	X	X	\$105,000	Beazley
Fiduciary Liability (9/1/21-12/31/22)	\$3,000,000 Limit, \$10k Retention 16 Mo. Policy: \$2,711	\$2,711	X	\$2,711	Philadelphia
INSURANCE BROKER FEE		\$65,000	\$45,000	\$60,000	N/A
TOTAL		\$839,540	\$892,849	\$1,056,788	

Changes

2021

1. The Excess Aviation Liability underwriter, Lloyds of London, is replaced with Starr Excess; and,
2. The Property Loss Limit is being increased from \$125,000,000 to \$250,000,000 with the same deductible level.

2022

1. The Excess Aviation Liability underwriter, Starr Excess, is replaced with ACE.

2023

1. No change in underwriter(s) or coverage limits.



White Plains-Alliant Ins Svc Inc
 Alliant Insurance Services, Inc. - 8377
 PO Box 8377
 Pasadena, CA 91109-8377
 Phone: Fax:

Albany County Airport Authority
 737 Albany Shaker Road
 Main Terminal, 3rd Floor
 Albany, NY 12211

Invoice #	2147621	Page	1 of 1
ACCOUNT NUMBER	ALBACOU-04	DATE	11/30/2022
BALANCE DUE ON	1/30/2023	AGENCY CODE	200
AMOUNT PAID		AMOUNT DUE	\$60,000.00

Client: Albany County Airport Authority Policy: Broker Fee
 Policy Number: CL BROKER FEE Effective: 12/31/2022 to 12/31/2023
 Insurance Carrier: Alliant Insurance Services Inc

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
8872845	12/31/2022	1/30/2023	AFEE	22-23 Agency Fee	\$60,000.00
Total Invoice Balance:					\$60,000.00

PLEASE MAIL A COPY OF THIS INVOICE WITH PAYMENT AND/OR INCLUDE CLIENT LOOKUP CODE/INV#/POLICY# ACH/Wire Reference: Include your ten-digit Client Account Number and Invoice Number (both can be found in the top right of this invoice). E-mail remittances to AccountsReceivable@alliant.com

REMITTANCE ADDRESS

Alliant Insurance Services, Inc. - 8377
 PO Box 8377
 Pasadena, CA 91109-8377

OVERNIGHT/COURIER ADDRESS

Alliant Insurance Services, Inc. - Lockbox #8377
 Comerica Bank
 5th Floor
 2321 Rosecrans Ave
 El Segundo, CA 90245

ACH/WIRE PAYMENTS

Comerica Bank
 333 W. Santa Clara Street
 San Jose, CA 95113
 ABA/Routing Number: 121137522
 SWIFT: MNBDUS33
 Account Number: 1894398625

ACH/Wire Reference: Include your ten-digit Client Account Number and Invoice Number (both can be found in the top right of this invoice)

E-mail remittances to accountsreceivable@alliant.com.

IMPORTANT NOTICE: The Nonadmitted & Reinsurance reform act (NRRA) went into effect July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees due must be promptly remitted to Alliant Insurance Services, Inc.

IMPORTANT NOTICE: The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice. Please contact your tax consultant for your obligations regarding FATCA.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income Alliant may earn on a placement, are available at www.alliant.com. For a copy of our policy or for inquiries regarding compensation issues pertaining to your account contact: Alliant Insurance Services, Inc., Attn: General Counsel, 701 B St., 6th Floor, San Diego, CA 92101.

AGENDA ITEM NO. 10.6

**Professional Services Contract No. S-22-1127
Design Services for the Rehabilitation of Concourse A
with Fennick & McCredie Architecture**

AGENDA ITEM NO: 10.6
MEETING DATE: December 05, 2022

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
12/05/2022

DEPARTMENT:

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

PURPOSE OF REQUEST:

Professional Services Contract No. S-22-1127 Design Services for the Rehabilitation of Concourse A with Fennick & McCredie Architecture

CONTRACT AMOUNT:

Base Amount: \$1,195,363.00

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: 2023-2025

Grant No.: <pending> State PIN: <pending>

JUSTIFICATION:

Authorization is requested to award the Professional Services Contract S-22-1127 Design Services programmed for the Rehabilitation of Concourse A to Fennick & McCredie Architecture. 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 Fennick & McCredie Architecture of Boston, Mass. Subsequent prospective contract award is contingent upon Board approval of the fee established following grant guidelines.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.6
MEETING DATE: December 05, 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 Fee proposal.

Project: **Albany International Airport -**
 Owner: Albany County Airport Authority
 Prime: FM
 Proj #: 1236
 Date: 11/9/2022

FEE SUMMARY

		Labor								
	Phase Total	FM	MJ: Aviation	MJ: Structural	MJ: MEP-FP	VDA - Vertical Transportation Consultant	Ellana: Cost Est.	CRC: Code	Kalin: Specs	
PART 1: DESIGN SERVICES	Project Administration & Management	\$92,209	\$56,148	\$35,022	\$742	\$297	\$0	\$0	\$0	\$0
	Project Definition	\$122,760	\$50,600	\$28,492	\$19,885	\$7,865	\$2,920	\$7,068	\$5,931	\$0
	30% Design - Schematic Design	\$169,645	\$70,630	\$38,286	\$28,195	\$11,575	\$2,190	\$11,441	\$6,328	\$1,000
	60% Design - Design Development	\$209,693	\$93,892	\$37,990	\$28,937	\$19,143	\$5,888	\$13,845	\$4,998	\$5,000
	100% Design - Construction Documents	\$226,180	\$141,419	\$23,743	\$16,917	\$11,575	\$3,650	\$18,908	\$5,969	\$4,000
	Bidding	\$30,046	\$17,992	\$5,342	\$2,968	\$2,968	\$0	\$0	\$775	\$0
	Part 1 Total	\$850,533	\$430,681	\$168,875	\$97,644	\$53,423	\$14,648	\$51,262	\$24,001	\$10,000
	% of \$12m construction cost	7.09%								
PART 2	Construction Administration	\$259,872	\$172,217	\$30,190	\$23,697	\$16,880	\$15,330	\$0	\$1,558	\$0
	% of \$12m construction cost	2.17%								
	Part 1 & 2 Fee Total	\$1,110,406	\$602,898	\$199,065	\$121,341	\$70,303	\$29,978	\$51,262	\$25,559	\$10,000
	% of \$12m construction cost	9.25%	54.30%	17.93%	10.93%	6.33%	2.70%	4.62%	2.30%	0.90%
\$507,507										
		Expenses								
	Phase Total	FM	MJ: Aviation	MJ: Structural	MJ: MEP-FP	VDA - Vertical Transportation Consultant	Ellana: Cost Est.	CRC: Code	Kalin: Specs	
PART 3	Expenses (Sub Consultant + Direct Exp.)									
	See Back Up Exhibits	\$84,957	\$11,038	\$72,919	\$0	\$0	\$500	\$0	\$500	\$0
	Totals	\$84,957	\$11,038	\$72,919	\$0	\$0	\$500	\$0	\$500	\$0
		Totals- Labor + Expenses								
	Phase Total	FM	MJ: Aviation	MJ: Structural	MJ: MEP-FP	VDA - Vertical Transportation Consultant	Ellana: Cost Est.	CRC: Code	Kalin: Specs	
PART 1	Project Administration & Management	\$92,209	\$56,148	\$35,022	\$742	\$297	\$0	\$0	\$0	\$0
	Project Definition	\$122,760	\$50,600	\$28,492	\$19,885	\$7,865	\$2,920	\$7,068	\$5,931	\$0
	30% Design - Schematic Design	\$169,645	\$70,630	\$38,286	\$28,195	\$11,575	\$2,190	\$11,441	\$6,328	\$1,000
	60% Design - Design Development	\$209,693	\$93,892	\$37,990	\$28,937	\$19,143	\$5,888	\$13,845	\$4,998	\$5,000
	100% Design - Construction Documents	\$226,180	\$141,419	\$23,743	\$16,917	\$11,575	\$3,650	\$18,908	\$5,969	\$4,000
	Bidding	\$30,046	\$17,992	\$5,342	\$2,968	\$2,968	\$0	\$0	\$775	\$0
PART 2	Construction Administration	\$259,872	\$172,217	\$30,190	\$23,697	\$16,880	\$15,330	\$0	\$1,558	\$0
	Expenses (Sub Consultant + Direct Exp)	\$84,957	\$11,038	\$72,919	\$0	\$0	\$500	\$0	\$500	\$0
	Totals	\$1,195,363	\$613,936	\$271,984	\$121,341	\$70,303	\$30,478	\$51,262	\$26,059	\$10,000
	% of \$12m construction cost	9.96%	51.36%	22.75%	10.15%	5.88%	2.55%	4.29%	2.18%	0.84%

Notes: Refer to Back Up Worksheets for Hourly Breakout for FM, VDA, Ellana, CRC.
 Fee Breakout and Assumptions for MJ attached as separate document

**Albany International Airport -
LABOR BREAKDOWN**

FM
Date: 11/21/2022

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Scope		Labor Dollars		Labor Hours								
Multiplier: Unloaded Billing Rates	Start week	2.5	End week	Labor subtotal (loaded)	Sub Task Totals (loaded)	PIC	PM	PA	SA	PD	PD	QAQC
	Jonathan McCredie			Melissa Vaillancourt	David Potter	TBD Staff Architect	TBD Project Designer	TBD Project Designer	Gary Corcoluto			
				91.88	50.14	45.37	50	35	35	65.85		
PART 1: DESIGN SERVICES 42 weeks												
Project Administration & Management 42 weeks												
1.00 Project Management			\$41,263									
1.01	Contract Administration		\$6,058	10	30							
1.02	Schedule Development and Management		\$4,262		34							
1.03	Owner/Design Team Checks Ins		\$22,632	32	64	64						
1.04	Conduct/attend design coordination meetings prior to each submission		\$6,055	8	8	16				16		
1.05	Prepare Monthly Project Status/Progress reports		\$2,256		18							
2.00 Funding and Grants			\$14,885									
2.01	Assist in preparation of content, including Narrative and Graphics for BIL Application		\$11,877	20	40	20						
2.02	Ongoing Coordination re: PFC and other eligible vs ineligible scopes		\$3,008		24							
			\$0									
Project Administration & Management Hours				404 hrs	70	218	100	0	16	0	0	0
Project Administration & Management Totals				\$56,148	\$16,079	\$27,326	\$11,343	\$0	\$1,400	\$0	\$0	\$0
Project Definition 6 weeks												
1.00 Existing Conditions			\$17,933									
1.01	Review of Existing Conditions Documents and Information Provided by ACAA		\$5,727	8	8	24						
1.02	Existing facility due diligence		\$7,377	8	8	40						
1.03	Laser Scanning (coordination/implementation)		\$1,329			4				10		
1.04	Building Modeling		\$3,500							40		
			\$0									
2.00 Programming			\$8,783									
2.01	Program Confirmation		\$4,436	4	8	16				8		
2.02	Design Narrative & Program Summary Memo		\$1,367	2		8						
2.03	Concept Phasing/Feasibility Diagrams		\$2,980	4		12				8		
			\$0									
3.00 Regulatory Analysis			\$1,958									
3.01	Provide Outline, schedule and Narratives of all relevant, FAA AHJ and Environmental Permitting		\$1,003		8							
3.02	Prepare Outline Code Report and Existing Conditions Overview		\$955		4	4						
			\$0									
4.00 Sustainability			\$9,685									
4.01	Confirmation of Sustainable Goals		\$4,842	4	4	24				8		
4.02	Feasibility Overview of LEED Certification		\$4,842	4	4	24				8		
5.00 Preliminary Design			\$12,241									
5.01	Conceptual Design		\$9,167	8	20	24				24		
5.02	Cost Estimate		\$2,370	2	8	8						
5.03	Code Impact		\$704		2	4						
5.05	Preliminary CSPP		\$0									
			\$0									
Project Definition Hours				417 hrs	44	74	192	0	106	0	1	1
Project Definition Totals				\$50,600	\$10,107	\$9,276	\$21,778	\$0	\$9,275	\$0	\$165	
30% Design - Schematic Design 8 weeks												
1.00 Architectural Documentation & Design			\$41,947									
1.01	Design Concept Development		\$14,693	8	16	54				54		
1.02	Architectural Demolition		\$1,754		2	4				12		
1.03	Finishes/Furniture		\$1,054		2	4				4		
1.04	Envelope		\$828		2	2				4		
1.05	Planning, bubble diagrams		\$2,280	4		12						

**Albany International Airport -
LABOR BREAKDOWN**

FM
Date: 11/21/2022

Scope		Labor Dollars		Labor Hours						
		Labor subtotal (loaded)	Sub Task Totals (loaded)	PIC	PM	PA	SA	PD	PD	QAQC
Multiplier:	2.5			Jonathan McCredie	Melissa Vaillancourt	David Potter	TBD Staff Architect	TBD Project Designer	TBD Project Designer	Gary Coccoluto
Unloaded Billing Rates				91.88	50.14	45.37	50	35	35	65.85
1.06	Wayfinding/Signage		\$804				4		4	
1.07	Graphics/Renderings		\$4,937		4		20		20	
1.08	Coordination		\$7,360		8	12	20		20	
1.09	Material research		\$2,061				12		8	
1.10	Outline Specifications		\$3,112			12	8		8	
1.11	Phasing/Constructability		\$3,064			8	12		8	
2.00	Cost Estimating		\$3,330							
2.01	Statement of probable cost		\$1,415		2	4	4			
2.02	Value Management, Cost Review		\$1,916		2	8	4			
3.00	Sustainability		\$13,591							
3.01	Life Cycle Assessment		\$2,913			4	12		12	
3.02	LEED Certification Pursuit		\$4,671			8	20		16	
3.03	Resiliency		\$6,008		8	4	20		16	
4.00	Quality assurance and Quality Control		\$11,033							
4.01	Design team QAQC		\$11,033		8	8	8		8	40
5.00	Regulatory		\$728							
5.01	Updated Code Report, Draft Life Safety Plans		\$728			4	2			
30% Design - Schematic Design Hours			594 hrs	44	94	222	0	194	0	40
30% Design - Schematic Design Totals			\$70,630	\$10,107	\$11,783	\$25,180	\$0	\$16,975	\$0	\$6,585
60% Design - Design Development		10 weeks								
1.00	Architectural Documentation & Design		\$63,104							
1.01	Architectural Design		\$25,739		16	24	60		140	
1.02	Architectural Demolition		\$4,861				12		40	
1.03	Finishes/Furniture		\$2,722				24			
1.04	Envelope		\$1,154				4		8	
1.05	Planning, bubble diagrams		\$0							
1.06	Wayfinding/Signage		\$2,269				20			
1.07	Graphics/Renderings		\$6,791		4		24		36	
1.08	Coordination		\$10,178		8	20	36		20	
1.09	Material Research, Detailing		\$3,215				16		16	
1.10	3 Part Specifications		\$3,112			12	8		8	
1.11	Phasing plans, CSPP		\$3,064			8	12		8	
2.00	Cost Estimating		\$3,330							
2.01	Statement of probable cost		\$1,415		2	4	4			
2.02	Value Management, Cost Review		\$1,916		2	8	4			
3.00	Sustainability		\$15,812							
3.01	Life Cycle Assessment		\$2,913			4	12		12	
3.02	LEED		\$5,531			4	32		16	
3.03	Resiliency		\$7,369		8	4	32		16	
4.00	Quality assurance and Quality Control		\$9,963							
4.01	Design team QAQC		\$9,963		4	4	8		12	40
5.00	Regulatory		\$1,683							
5.01	Updated Code Report, Updated Life Safety Plans		\$728			4	2			
5.02	Prep and Attend Information Meeting with AHJ (Virtual)		\$955			4	4			
			\$0							
60% Design - Design Development Hours			830 hrs	44	100	314	0	332	0	40
60% Design - Design Development Totals			\$93,892	\$10,107	\$12,535	\$35,615	\$0	\$29,050	\$0	\$6,585
100% Design - Construction Documents		14 weeks								
1.00	Architectural Documentation & Design		\$102,549							

Albany International Airport -
LABOR BREAKDOWN

FM
Date: 11/21/2022

50

Scope		Labor Dollars		Labor Hours							
				PIC	PM	PA	SA	PD	PD	QAQC	
Multiplier: 2.5		Labor subtotal (loaded)	Sub Task Totals (loaded)	Jonathan McCredie	Melissa Vaillancourt	David Potter	TBD Staff Architect	TBD Project Designer	TBD Project Designer	Gary Coccoluto	
Unloaded Billing Rates				91.88	50.14	45.37	50	35	35	65.85	
1.01	Architectural Design		\$41,452	16	24	20	120	200			
1.02	Architectural Demolition		\$6,384			10		60			
1.03	Finishes		\$4,822			24		24			
1.04	Envelope		\$907			8					
1.05	Planning, bubble diagrams		\$0								
1.06	Wayfinding/Signage		\$2,269			20					
1.07	Graphics/Renderings		\$11,166	4		24		86			
1.08	Coordination		\$13,678	8	20	36		60			
1.09	Material Research, Detailing		\$3,215			16		16			
1.10	3 Part Specifications		\$3,637			12	8	14			
1.11	Phasing plans, CSPP		\$3,764			8	12	16			
1.12	90% Progress Stop and Plot, Interim Coordination		\$11,255	4	8	36		60			
			\$0								
2.00 Cost Estimating			\$11,901								
2.01	90% Progress Cost Estimate (Design Team Stop and Plot)		\$5,851	6	12	20		8			
2.02	Value Management, Cost Review		\$955		4	4					
2.03	100% Cost Review/Update		\$4,140	6	12	8		4			
2.04	Value Management, Cost Review		\$955		4	4					
3.00 Sustainability			\$19,079								
3.01	Life Cycle Assessment		\$2,913			4	12	12			
3.02	LEED		\$7,541		10	40		20			
3.03	Resiliency		\$8,626	8	4	40		20			
4.00 Quality assurance and Quality Control			\$6,585								
4.01	Design team QAQC		\$6,585							40	
5.00 Regulatory			\$1,305								
5.01	Updated Code Report, Updated Life Safety Plans		\$1,305		4	4		4			
			\$0								
100% Design - Construction Documents Hours				1288 hrs	52	126	346	120	604	0	40
100% Design - Construction Documents Totals			\$141,419		\$11,944	\$15,794	\$39,245	\$15,000	\$52,850	\$0	\$6,585
Bidding											
6 weeks											
1.00 Bidding			\$17,992								
1.01	Compile Bid Documents, Assist in Advertising Narrative etc.		\$2,364			8	12				
1.02	Attend Pre-bid walk-through		\$1,910			8	8				
1.03	Respond to and track RFI		\$5,312			2	12		40		
1.04	Perform Bid analysis		\$5,145		4	12	24				
1.05	Conformed drawings		\$3,461				12		24		
			\$0								
Bidding Hours				166 hrs	4	30	68	0	64	0	0
Bidding Totals			\$17,992		\$919	\$3,761	\$7,713	\$0	\$5,600	\$0	\$0
PART 2: CONSTRUCTION SERVICES											
60 weeks											
Construction Administration											
14 months											
1.00 Submittals			\$52,208								
1.01	Submittal log		\$24,403				30		240		
1.02	Submittal review		\$27,806				60		240		
2.00 Sustainability			\$8,037								
2.01	LEED		\$8,037				40		40		
3.00 Request for Information (RFI)			\$28,000								
3.01	RFI review		\$5,250						60		
3.02	Supplemental Information		\$22,750						260		
4.00 Field Observation			\$3,176								
4.01	Field observation (assume 1 visit ev 2 mo, supplemented by MJ)		\$3,176				28				
			\$0								

**Albany International Airport -
LABOR BREAKDOWN**

FM

Date: 11/21/2022

50

Scope		Labor Dollars		Labor Hours							
		Labor subtotal (loaded)	Sub Task Totals (loaded)	PIC	PM	PA	SA	PD	PD	QAQC	
Start week: _____ End week: _____ Multiplier: 2.5 Unloaded Billing Rates				Jonathan McCredie	Melissa Vaillancourt	David Potter	TBD Staff Architect	TBD Project Designer	TBD Project Designer	Gary Coccoluto	
				91.88	50.14	45.37	50	35	35	65.85	
5.00 Construction Changes		\$28,088									
5.01	Cost log		\$5,769				20		40		
5.02 Proposed Change Orders (PCO)			\$11,160								
5.03	Construction Change Directives		\$11,160		20	30		60			
6.00 Construction meetings		\$41,500									
6.01	OAC meetings (assume weekly)		\$29,828	15	60	120		60			
6.02	Owner meetings (assume monthly + 2 mo for closeout/precon)		\$11,673	8	16	32		48			
7.00 Contractor pay requisition		\$1,588									
7.01	Pay Req. review		\$1,588			14					
8.00 Project Close out		\$9,620									
8.01	Punch Lists		\$2,411			12		12			
8.02	Operation and Maintenance manuals		\$1,050					12			
8.03	Warranties		\$700					8			
8.04	Substantial completion		\$1,910		8	8					
8.05	Final construction affidavits		\$919	4							
8.06	Record drawings		\$2,176	4		8		4			
8.07	Final completion		\$454			4					
Construction Administration Hours				1,735 hrs	31	124	436	0	1,144	0	0
Construction Administration Totals			\$172,217		\$7,121	\$15,543	\$49,453	\$0	\$100,100	\$0	\$0

EXHIBIT B
Rehabilitation of Concourse A
S-22-1127

Albany County Airport Authority
 Albany International Airport
 Draft
 November

FEE SUMMARY

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES
1. DIRECT TECHNICAL LABOR	\$101,167.70	\$22,377.18
2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN Based on Percentage of Direct Salary Cost (exclusive of Premium Pay) with the estimated Percentage being 175.00 %	\$177,043.48	\$39,160.07
3. SUBTOTAL OF ITEMS 1 & 2	\$278,211.18	\$61,537.25
4. FIXED FEE / PROFIT	\$41,731.68	\$9,230.59
5. DIRECT EXPENSES	\$1,854.00	\$4,695.00
6. SUBCONSULTANT COSTS	\$22,370.00	
SY Kim Land Surveyor, PC (Survey)	\$22,370	
7. SUBCONTRACT COSTS - (ESTIMATE)	\$44,000.00	
John P. Stopen Engineering, LLP (Geotech)	\$44,000	
8. OVERTIME PREMIUM		
9. TOTAL FEE ESTIMATE	\$388,166.86	\$75,462.84
10. TOTAL FEE FOR ALL SERVICES		\$463,630

NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge



Rehabilitation of Concourse A				
S-22-1127				
Albany County Airport Authority				
Albany International Airport				
Draft				
November				
McFARLAND-JOHNSON LABOR RATES				
DIRECT TECHNICAL LABOR				
		<u>CURRENT</u>	<u>PROJECT</u>	<u>2022</u>
		<u>AVG. RATE</u>	<u>AVG. RATE</u>	<u>MAX. RATE</u>
CLASSIFICATION				
Vice President (VP)		\$93.74	\$97.11	\$93.74
Division Director/Reg.Div.Director (DD)		\$81.78	\$84.72	\$96.26
Senior Project Manager (SPM)		\$76.92	\$79.69	\$83.00
Sr. Project Engineer (SPE)		\$59.90	\$62.06	\$65.00
Project Engineer (PE)		\$53.17	\$55.08	\$61.14
Senior Engineer (SE)		\$44.20	\$45.79	\$51.20
Assistant Engineer (AE)		\$36.12	\$37.42	\$41.80
Junior Engineer/Planner/Envrmtlst (JEP1)		\$29.91	\$30.99	\$35.44
Junior Engineer/Planner/Envrmtlst (JEP2)		\$31.67	\$32.81	\$34.66
Technician Supervisor (TS)		\$47.98	\$49.71	\$49.40
Senior Technician (ST)		\$36.82	\$38.15	\$40.04
Assistant Technician (AT)		\$23.69	\$24.54	\$29.00
Junior Technician (JT)		\$18.50	\$19.17	\$18.50
Resident Inspector (RI)		\$51.03	\$52.87	\$52.32
Senior Inspector (SI)		\$41.65	\$43.15	\$47.62
Inspector (I)		\$40.04	\$41.48	\$40.04
	Assume Notice to Proceed:	12/15/2022		
	Design Project Duration (months):	13		
	Assume Salary Escalation:	4.0%		
		Compounded	% Work	Effective
Year		Escalation Factor	in year	%
2022		1.000	10.0%	10.0%
2023		1.040	90.0%	93.6%
2024		1.082		
			100.0%	103.6%

Rehabilitation of Concourse A
S-22-1127
**Albany County Airport Authority
Albany International Airport**
**Draft
November**
DIRECT COSTS

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES
Travel Related Costs:		
Vehicle Cost Plus Fuel	\$1,044	\$2,386
Lodging and Meals Per Diem	\$660	\$2,259
Reproduction		
CADD Plots		
Prints		
Photocopies		
Photo Costs		
Telephone/Fax:		
Postage/Delivery	\$100	
Miscellaneous	\$50	\$50
	\$1,854	\$4,695
		\$6,549

Rehabilitation of Concourse A
S-22-1127

Albany County Airport Authority
Albany International Airport

Draft
November



ESTIMATED HOURS

PHASE/TASK	DESCRIPTION	HOURS BY CLASSIFICATION														SUM		
		VP	DD	SPM	SPE	PE	SE	AE	JEP1	JEP2	TS	ST	AT	JT	RI		SI	I
		\$97.11	\$84.72	\$79.69	\$62.06	\$55.08	\$45.79	\$37.42	\$30.99	\$32.81	\$49.71	\$38.15	\$24.54	\$19.17	\$52.87	\$43.15	\$41.48	
	Administration / Project Management			23	180		40											243
1.1	Scope and Fee			5	24													29
1.2	PM duties			8	40													48
1.3	Monthly Status Reports			4	36		20											60
1.4	Schedule Coordination			6	80		20											106
	Project Definition			43	50	20	114	72		80								379
2.1	Design Kickoff Meeting			12	2													14
2.2	Existing Data Review			2	8	4	20	32										66
2.3	Preliminary Site Visit			4	8	8	16											36
2.4	Survey Coordination / Base Mapping				2		8			20								30
2.5	Geotech Coordination			2	2		8				16							28
2.6	Pavement Layout				4		8				16							28
2.7	QA/QC			7	2	2	6				8							25
2.8	Conceptual Design Submission			10		2	28	40		4								84
2.9	Conceptual Design Review Meeting			6	8	4	8											26
2.10	Tenant Review Meeting				4		4											8
2.11	Conceptual Design CSPP				8		8			16								32
2.12	Feasibility Analysis				2													2
	30% Design			24	44	9	173	172		104								526
3.1	Preliminary Design Plans			4	8		60	120		20								212
3.2	3D Airfield Design				4		20			20								44
3.3	Drainage Design				4		20			20								44
3.4	Existing Airfield Structure Analysis				4		8			8								20
3.5	Existing Building Structural Analysis																	
3.6	Preliminary Estimate				4	1	8	4		16								33
3.7	MEP/FP Field Investigations						1	8										9
3.8	MEP/FP Existing Systems BIM Modeling						1	2										3
3.9	MEP/FP Constructability Review						1	4										5
3.10	MEP/FP Demo						2	2										4
3.11	MEP System Descriptions						1	2										3
3.12	NYS Fire Code Review						1	2										3
3.13	Plumbing Fixture Counts						1	2										3
3.14	Electrical and Special Systems Concepts					5	4	6										15
3.15	System Schematics					2	2	4										8
3.16	Preliminary Design Report			1	8	1	17			8								35
3.17	QA/QC			4	4		12	4		8								32
3.18	Preliminary Design Review Meeting			12	8		8											28
3.19	Preliminary Design Submittal			3			6	12		4								25
	60% Design - Design Development			34	56	21	209	174		86								580
4.1	Airfield Final Design			4	8		40	40		16								108
4.2	Engineer's Design Report			1	8	3	18	2		8								40
4.3	Final Design Plans			2	4	4	36	62		20								128
4.4	Incorporate 30% Comments					3	2	10										15
4.5	Mechanical Design					4	3	6										13
4.6	Electrical Design					4	8	8										20
4.7	Plumbing Design						4	8										12
4.8	Fire Protection Design						3	4										7
4.9	MEP/FP Details and Schematics						3	4										9
4.10	Specifications				8		26											34
4.11	Final Design Estimate				4		12	4		16								36
4.12	7460 (s)				4		8			16								28
4.13	QA/QC			13		1	6	8		4								32
4.14	Final Design Plans, Specs, Estimate			2	4		18	18		6								48
4.15	Progress Review Meetings			12	16		22											50
	100% Construction Documents			4	32	22	128	102		64								352
5.1	Bid Quantities				4	2	10	2		8								26
5.2	Bid Drawings			2	4	4	38	44		8								100
5.3	Bid Specifications				4	4	16	4		8								36
5.4	Bid Quantities				4	2	10	4		8								28
5.5	Final BIM Models				4	2	18	30		8								62
5.6	Bid Drawings			1	4	4	10	6		8								33
5.7	Bid Specifications			1	4	2	12			8								27

Rehabilitation of Concourse A
S-22-1127

Albany County Airport Authority
Albany International Airport

Draft
November



ESTIMATED HOURS

PHASE/TASK	DESCRIPTION	HOURS BY CLASSIFICATION														SUM		
		VP	DD	SPM	SPE	PE	SE	AE	JEP1	JEP2	TS	ST	AT	JT	RI		SI	I
		\$97.11	\$94.72	\$79.69	\$82.06	\$55.08	\$45.79	\$37.42	\$30.99	\$32.81	\$49.71	\$38.15	\$24.54	\$19.17	\$52.87	\$43.15	\$41.48	
5.8	Comment Response				4	2	14	12	8									40
	Bidding and Award Assistance		4	12	8	36	8	8										76
6.1	Pre-Bid Meeting		4	8	8	8												20
6.2	RFI Response(s)			4	8	28	8	8										56
	Total Hours - Design Services		132	374	80	700	528	342										2158
	Total Labor Cost - Design Services		10519.1	23210.4	4406.4	32053	19757.8	11221										101188
	Construction Administration		18	142	34	148	86	8										436
7.1	Pre-Construction Meeting		4	4	4													12
7.2	Reconciled Contract Documents		2	6	36	30	8											82
7.3	Site Visits		8	80	8	32												128
7.4	Shop Drawings		4	8	12	60	56											140
7.5	Project Management			40														40
7.6	Final Walk Through		2	8	8	16												34
	Total Hours - Design Services		18	142	34	148	86	8										436
	Total Labor Cost - Design Services		1434.42	8812.52	1872.72	6776.92	3218.12	262.5										22377.2

Albany International Airport - Terminal A Renovations

LABOR BREAKDOWN

VDA - Vertical Transportation Consultant

Date: 11.17.2022

Scope		Labor Dollars		Labor Hours								
		Labor subtotal (loaded)	Sub Task Totals (loaded)	PIC	PM	CAD						
Multiplier: 2.5 Unloaded Billing Rates					Shawn Levins 73	Ryan McLaughlin 46						
PART 1: DESIGN SERVICES 42 weeks												
Project Administration & Management												
Project Definition (6 weeks)												
1.00 Existing Conditions		\$0										
2.00 Programming		\$0										
3.00 Regulatory Analysis		\$0										
4.00 Sustainability		\$0										
5.00 Preliminary Design		\$2,920										
5.01 Conceptual Design-Recommendation for Type/BOD			\$2,920			16						
5.02 Cost / ROM for BOD			\$0									
			\$0									
			\$0									
			\$0									
Project Definition Hours			16 hrs	0	16	0	0	0	0	0	0	0
Project Definition Totals		\$2,920		\$0	\$2,920	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30% Design - Schematic Design (8 weeks)												
1.00 Architectural Documentation & Design		\$2,190										
1.01 Design Plans/Details/Documentation	Freight Elevator		\$0									
1.02 Demolition Plans/Details			\$0									
1.03 Finishes			\$0									
1.04 Envelope			\$0									
1.05 Planning, bubble diagrams			\$0									
1.06 Wayfinding/Signage			\$0									
1.07 Graphics/Renderings			\$0									
1.08 Coordination			\$0									
1.09 Material research			\$0									
1.10 Outline Specifications	Freight Elevator		\$2,190			12						
1.11 Phasing/Constructability			\$0									
2.00 Cost Estimating		\$0										
3.00 Sustainability		\$0										
4.00 Quality assurance and Quality Control		\$0										
5.00 Regulatory		\$0										
			\$0									
30% Design - Schematic Design Hours			12 hrs	0	12	0	0	0	0	0	0	0
30% Design - Schematic Design Totals		\$2,190		\$0	\$2,190	\$0	\$0	\$0	\$0	\$0	\$0	\$0
60% Design - Design Development (10 weeks)												
1.00 Architectural Documentation & Design		\$5,158										
1.01 Design Plans/Details/Documentation			\$0									
1.02 Demolition Plans/Details			\$0									
1.03 Finishes			\$0									
1.04 Envelope			\$0									
1.05 Planning, bubble diagrams			\$0									
1.06 Wayfinding/Signage			\$0									
1.07 Graphics/Renderings			\$0									
1.08 Coordination			\$778			3	2					
1.09 Material Research, Detailing			\$0									
1.10 3 Part Specifications			\$4,380			24						
1.11 Phasing plans, CSPP			\$0									
2.00 Cost Estimating		\$0										
3.00 Sustainability		\$0										
4.00 Quality assurance and Quality Control		\$730										
4.01 Design team QA/QC			\$730			4						
5.00 Regulatory		\$0										
60% Design - Design Development Hours			33 hrs	0	31	2	0	0	0	0	0	0
60% Design - Design Development Totals		\$5,888		\$0	\$5,658	\$230	\$0	\$0	\$0	\$0	\$0	\$0
100% Design - Construction Documents (14 weeks)												
1.00 Architectural Documentation & Design		\$2,920										
1.01 Design Plans/Details/Documentation			\$0									
1.02 Demolition Plans/Details			\$0									
1.03 Finishes			\$0									
1.04 Envelope			\$0									

1.05	Planning, bubble diagrams		\$0								
1.06	Wayfinding/Signage		\$0								
1.07	Graphics/Renderings		\$0								
1.08	Coordination		\$0								
1.09	Material Research, Detailing		\$0								
1.10	3 Part Specifications		\$2,920		16						
1.11	Phasing plans, CSPP		\$0								
1.12	90% Progress Stop and Plot, interim Coordination		\$0								
2.00	Cost Estimating		\$0								
3.00	Sustainability		\$0								
4.00	Quality assurance and Quality Control		\$730								
4.01	Design team QAQC		\$730		4						
5.00	Regulatory		\$0								
100% Design - Construction Documents Hours				20 hrs	0	20	0	0	0	0	0
100% Design - Construction Documents Totals			\$3,650		\$0	\$3,650	\$0	\$0	\$0	\$0	\$0

Bidding (6 weeks)											
1.00	Bidding		\$0								
1.01	Compile Bid Documents, Assist in Advertising Narrative etc.		\$0								
1.02	Attend Pre-bid walk-through		\$0								
1.03	Respond to and track RFI		\$0								
1.04	Perform Bid analysis		\$0								
1.05	Conformed drawings		\$0								
2.00	Consultant Specific Scope		\$0								
2.01	Trade Specific (provide description if applicable)		\$0								
Bidding Hours				0 hrs	0	0	0	0	0	0	0
Bidding Totals			\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0

PART 2: CONSTRUCTION SERVICES 60 weeks											
Construction Administration 14 months											
1.00	Submittals		\$4,745								
1.01	Submittal log		\$365		2						
1.02	Submittal review		\$4,380		24						
2.00	Sustainability		\$0								
2.01	LEED		\$0								
3.00	Request for Information (RFI)		\$1,825								
3.01	RFI review		\$1,460		8						
3.02	Supplemental Information		\$365		2						
4.00	Field Observation		\$4,380								
4.01	Field observation (2) Progress Visits		\$4,380		24						
4.02	Special Inspections		\$0								
5.00	Construction Changes		\$0								
6.00	Construction meetings		\$0								
7.00	Contractor pay requisition		\$0								
8.00	Project Close out		\$4,380								
8.01	Punch Lists (1) Punch List Visit		\$4,380		24						
8.02	Building Commissioning		\$0								
8.03	Operation and Maintenance manuals		\$0								
8.04	Warranties		\$0								
8.05	Substantial completion		\$0								
8.06	Final construction affidavits		\$0								
8.07	Record drawings		\$0								
8.08	Final completion		\$0								
Construction Administration Hours				84 hrs	0	84	0	0	0	0	0
Construction Administration Totals			\$15,330		\$0	\$15,330	\$0	\$0	\$0	\$0	\$0

Albany International Airport - Terminal A Renovations

LABOR BREAKDOWN

Ellana - Cost Estimating

Date: 11.02.2022

Scope	Labor Dollars		Labor Hours							
	Labor subtotal (loaded)	Sub Task Totals (loaded)	PIC	PM	PA	PA	PD	PD	QAQC	
Multiplier: 2.69 Unloaded Billing Rates			Clive Tysoe 84.13	TBD 80	TBD 63.46	TBD 48.08				
\$0										
PART 1: DESIGN SERVICES 42 weeks										
Project Administration & Management 42										
1.00 Project Management	\$0									
2.00 Funding and Grants	\$0									
Project Administration & Management Hours			0 hrs	0	0	0	0	0	0	0
Project Administration & Management Totals			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Definition 6 weeks										
1.00 Existing Conditions	\$0									
2.00 Programming	\$0									
3.00 Regulatory Analysis	\$0									
4.00 Sustainability	\$0									
5.00 Preliminary Design	\$7,068									
5.01 Conceptual Design		\$0								
5.02 Cost Estimate		\$7,068	10	8	12	8				
5.03 Code Impact/Analysis for 3 Approaches		\$0								
5.05 Preliminary CSPP		\$0								
Project Definition Hours			38 hrs	10	8	12	8	0	0	0
Project Definition Totals			\$7,068	\$2,263	\$1,722	\$2,048	\$1,035	\$0	\$0	\$0
30% Design - Schematic Design 8 weeks										
1.00 Architectural Documentation & Design	\$0									
2.00 Cost Estimating	\$11,441									
2.01 Statement of probable cost		\$11,441	8	16	12	32				
2.02 Value Management, Cost Review		\$0								
3.00 Sustainability	\$0									
4.00 Quality assurance and Quality Control	\$0									
5.00 Regulatory	\$0									
30% Design - Schematic Design Hours			68 hrs	8	16	12	32	0	0	0
30% Design - Schematic Design Totals			\$11,441	\$1,810	\$3,443	\$2,048	\$4,139	\$0	\$0	\$0
60% Design - Design Development 10 weeks										
1.00 Architectural Documentation & Design	\$0									
2.00 Cost Estimating	\$13,845									
2.01 Cost Estimate		\$13,845	8	24	16	32				
2.02 Value Management, Cost Review		\$0								
3.00 Sustainability	\$0									
4.00 Quality assurance and Quality Control	\$0									
5.00 Regulatory	\$0									
60% Design - Design Development Hours			80 hrs	8	24	16	32	0	0	0
60% Design - Design Development Totals			\$13,845	\$1,810	\$5,165	\$2,731	\$4,139	\$0	\$0	\$0
100% Design - Construction Documents 14 weeks										
1.00 Architectural Documentation & Design	\$0									
1.12 90% Progress Stop and Plot, interim Coordination		\$0								
2.00 Cost Estimating	\$18,908									
2.01 90% Progress Cost Estimate (Design Team Stop and Plot)		\$14,868	8	20	24	36				
2.02 Value Management, Cost Review		\$0								
2.03 100% Cost Review/Update		\$4,040	4	5	6	8				
2.04 Value Management, Cost Review		\$0								
3.00 Sustainability	\$0									
4.00 Quality assurance and Quality Control	\$0									
5.00 Regulatory	\$0									
100% Design - Construction Documents Hours			111 hrs	12	25	30	44	0	0	0
100% Design - Construction Documents Totals			\$18,908	\$2,716	\$5,380	\$5,121	\$5,691	\$0	\$0	\$0
Bidding 6 weeks										
PART 2: CONSTRUCTION SERVICES 60 weeks										
Construction Administration 14 months										
Construction Administration Hours			0 hrs	0	0	0	0	0	0	0
Construction Administration Totals			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Albany International Airport - Terminal A Renovations

LABOR BREAKDOWN

Code Red

Date: 11.02.2022

\$0

Scope		Labor Dollars		Labor Hours						
Multiplier: 2.5 Unloaded Billing Rates		Labor subtotal (loaded)	Sub Task Totals (loaded)	PIC	PM	PC				
				Carl Nelson	Joseph Igoe	Nicholas Ostrowski				
				110.58	44.51	38.94				
PART 1: DESIGN SERVICES 42 weeks										
Project Administration & Management										
Project Definition 6 weeks										
1.00	Existing Conditions	\$3,877								
1.01	Review of Existing Conditions Documents and Information Provided by ACAA		\$775		2	2				
1.02	Existing facility due diligence		\$3,102		8	8				
1.03	Laser Scanning		\$0							
1.04	Building Modeling		\$0							
1.05	GeoTechnical and Civil Oversight/Coordination		\$0							
2.00	Programming	\$0								
2.01	Program Confirmation		\$0							
2.02	Design Narrative		\$0							
2.03	Concept Phasing/Feasibility Diagrams		\$0							
3.00	Regulatory Analysis	\$2,053								
3.01	Provide Outline, schedule and Narratives of all relevant , FAA AHJ and Environm		\$499		1	2				
3.02	Prepare Outline Code Report and Existing Conditions Overview		\$1,554		2	2	8			
			\$0							
4.00	Sustainability	\$0								
5.00	Preliminary Design	\$0								
			\$0							
Project Definition Hours			36 hrs	13	14	8	0	0	0	1
Project Definition Totals		\$5,931		\$3,594	\$1,558	\$779	\$0	\$0	\$0	\$0
30% Design - Schematic Design 8 weeks										
1.00	Architectural Documentation & Design	\$0								
2.00	Cost Estimating	\$0								
3.00	Sustainability	\$0								
4.00	Quality assurance and Quality Control	\$0								
4.01	Design team QAQC		\$0							
5.00	Regulatory	\$6,328								
5.01	Updated Code Report, Draft Life Safety Plans		\$6,328		8	16	24			
6.00	Consultant Specific Scope	\$0								
6.01	Trade Specific Scope		\$0							
30% Design - Schematic Design Hours			48 hrs	8	16	24	0	0	0	0
30% Design - Schematic Design Totals		\$6,328		\$2,212	\$1,780	\$2,336	\$0	\$0	\$0	\$0
60% Design - Design Development 10 weeks										
1.00	Architectural Documentation & Design	\$0								
2.00	Cost Estimating	\$0								
3.00	Sustainability	\$0								
4.00	Quality assurance and Quality Control	\$0								
5.00	Regulatory	\$4,998								
5.01	Updated Code Report, Updated Life Safety Plans		\$4,611		4	14	20			
5.02	Prep and Attend Information Meeting with AHJ (Virtual)		\$388		1	1				
6.00	Consultant Specific Scope	\$0								
60% Design - Design Development Hours			40 hrs	5	15	20	0	0	0	0
60% Design - Design Development Totals		\$4,998		\$1,382	\$1,669	\$1,947	\$0	\$0	\$0	\$0
100% Design - Construction Documents 14 weeks										
1.00	Architectural Documentation & Design	\$4,386								
1.12	90% Progress Stop and Plot, Interim Coordination		\$4,386		5	13	16			
			\$0							
2.00	Cost Estimating	\$0								
3.00	Sustainability	\$0								
4.00	Quality assurance and Quality Control	\$0								
5.00	Regulatory	\$1,582								
5.01	Updated Code Report, Updated Life Safety Plans		\$1,582		2	4	6			
			\$0							
6.00	Consultant Specific Scope	\$0								
6.01	Trade Specific Scope		\$0							
100% Design - Construction Documents Hours			46 hrs	7	17	22	0	0	0	0
100% Design - Construction Documents Totals		\$5,969		\$1,935	\$1,892	\$2,142	\$0	\$0	\$0	\$0

Bidding		6 weeks									
1.00	Bidding	\$0									
2.00	Consultant Specific Scope	\$775									
2.01	Trade Specific		\$775	2	2						
Bidding Hours			4 hrs	2	2	0	0	0	0	0	0
Bidding Totals		\$775		\$553	\$223	\$0	\$0	\$0	\$0	\$0	

PART 2: CONSTRUCTION SERVICES		42 weeks									
Construction Administration		14 months									
1.00	Submittals	\$0									
2.00	Sustainability	\$0									
2.01	LEED		\$0								
3.00	Request for Information (RFI)	\$1,558									
3.01	RFI review		\$890	8							
3.02	Supplemental Information		\$668	6							
4.00	Field Observation	\$0									
5.00	Construction Changes	\$0									
6.00	Construction meetings	\$0									
7.00	Contractor pay requisition	\$0									
7.01	Pay Req. review		\$0								
8.00	Project Close out	\$0									
Construction Administration Hours			14 hrs	0	14	0	0	0	0	0	
Construction Administration Totals		\$1,558		\$0	\$1,558	\$0	\$0	\$0	\$0	\$0	

Albany International Airport - EXPENSES

Fennick McCredie Architecture

Date: 11/21/2022

	Expense	Units	Cost	Qty	Total	Notes
Direct Expenses	Parking	LS			\$0.00	
	Rental cars	LS			\$0.00	
	Taxi/Uber/Public trans.	LS			\$0.00	
	Mileage	MI	\$0.59	8448	\$4,942.08	Assume 24 Round Trips
	Hotel	Ea	\$114.00	9	\$1,026.00	3 Overnights, 3 ppl
	Flight	LS			\$0.00	
	Meals (per Diem)	Ea	\$51.75	40	\$2,070.00	Assume 40 ppl/days meals
	Security badge	Ea			\$0.00	
	Reproductions	LS			\$2,000.00	
	Material samples/mock-ups	LS			\$0.00	
	Other	LS			\$1,000.00	
					\$11,038.08	
Sub-Cons	Laser scanning (BIMNYC)	LS				
	Hardware Consulting (ESCI)	LS				
					\$0.00	
	Estimated Total:				\$11,038.08	

Notes:

1. Refer to MJ Proposal and Worksheet for detail on Expenses and Sub-Consultant Costs

AGENDA ITEM NO. 11

Authorization of Change Orders

AGENDA ITEM NO. 12

Authorization of Federal and State Grants

AGENDA ITEM NO. 12.1

**Federal/State Grant: Acceptance of NYSDOT
Aviation Project Funding [Grant] Agreement
Terminal Expansion at Albany International Airport;
DOT Pin # 1A00.95;
Comptroller's Contract No. K007494**

AGENDA ITEM NO: 12.1

DATE: December 5, 2022

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION
AND RESOLUTION**

**ACAA Approved
12/05/2022**

DEPARTMENT:

Administration/Legal/Finance

Contact Person:

*Philip F. Calderone, Chief Executive Officer
Christine Quinn, Authority Counsel
Michael F. Zonsius, Chief Financial Officer*

PURPOSE OF REQUEST:

Federal/State Grant:

*Acceptance of NYSDOT Aviation Project Funding [Grant]
Agreement Terminal Expansion at Albany International
Airport; DOT Pin # 1A00.95; Comptroller's Contract No.
K007494*

CONTRACT AMOUNT:

Total Grant Program:

*\$60,000,000 State
40,000,000 FAA
\$100,000,000*

BUDGET INFORMATION:

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

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal – FAA \$40,000,000 **State** \$60,000,000
Grant Nos.: PIN 1A00.95

JUSTIFICATION:

Authorization is requested for acceptance of 2022 Aviation Project Funding [Grant] Agreement from New York State Department of Transportation in the total program amount of \$100,000,000 with a State share of \$60,000,000; FAA-\$40,000,000 for Terminal Expansion. The project scope includes, but is not limited, to the following:

- 1) Removal of existing rotunda and pedestrian bridge.*
- 2) Expansion of landside connector.*
- 3) Redevelopment and expansion of outdoor greenspace.*
- 4) Relocation of security screening towards landside and increase checkpoint queuing and post security passenger recomposing areas.*
- 5) Expansion of the airside marketplace and creation of additional circulation and seating areas.*

AGENDA ITEM NO: 12.1

DATE: December 5, 2022

- 6) *Update of outside entrance areas of main terminal to include removal and replacement of front sidewalks, installation of a new translucent canopy along the length of the terminal and refreshed vestibule areas including the creation of a new main entrance and lobby.*
- 7) *Ground Level 1 Improvements to include construction of a main entrance with glass curtain wall; installation of lightweight, translucent canopies; re-construction and expansion of green planted park area in front of main terminal; refreshed airline ticketing areas; refreshed baggage claim area; refreshed rental car concession area; removal and replacement of existing ceiling finishes for installation of expanded mechanical equipment above; and relocation of the vertical circulation.*
- 8) *Concourse Level 2 Improvements to include refreshing vestibule walls and doorways including new main entrance vestibule with glass curtain wall ; relocation and expansion of existing checkpoint; relocation and expansion of security queue; expansion and relocation of airside concessions; installation of a children/family playarea; update to the existing conference facilities;; relocation of the public arts and writer's workshop; installation of multisensory room/area and relocation of the vertical circulation.*
- 9) *Improve the existing heating, ventilation and air conditioning systems.*
- 10) *Installation of a new 30-kilowatt solar array on roof.*
- 11) *Installation of new energy-efficient LED lighting system throughout project area.*

Albany County Airport Authority is authorized to execute the Grant Agreement

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

- 1) *Cover letter dated November 25, 2022 NYSDOT;*
- 2) *Aviation Project Funding Agreement.*



Department of
Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

November 25, 2022

Mr. Philip Calderone
Chief Executive Officer
737 Albany Shaker Rd, Admin Bldg, Suite 200
Albany, NY 12211

Dear Mr. Calderone:

Congratulations on your airport's award under the Upstate Economic Development & Revitalization Grant Program. Attached is the grant agreement to be executed before the project may progress.

Please follow the instructions below and submit the agreement as noted below:

- 1) Print two (2) copies of the attached PDF; each copy must have an original signature and be notarized (page 10 of the agreement).
- 2) Complete resolution* information on Page 1.
- 3) Verify appropriate box on the bottom of second page of Schedule A-1 (page 12) checked.
- 4) Verify all project activities are included in Schedule B** (pages 13 through 16).
- 5) Complete and sign Appendix B** (pages 26 through 28).
- 6) Complete and sign DV-21 (page 31). Only one (1) DV-21 needs to accompany the agreements.
- 7) Recommend you print or save a copy for your records. Mail the two (2) original signed agreement packages to:

Aviation Bureau Attn: Keely Bannister
50 Wolf Road, POD
Albany, NY 12232

* An appropriate municipal resolution must be included with the signed agreements. The resolution should include grant award project name, all shares of the project cost, and state the grantee is "accepting the grant agreement from NYSDOT."

** This grant agreement contains Appendix B which details Minority and Women Business Enterprises (MWBE) and Service-Disabled Veteran Owned Business (SDVOB) requirements and the goals assigned to your project. This Appendix requires information and signature by grantees. In addition, the DV-21 and municipal resolution must accompany the agreement, if the grant is returned without these completed forms approval of your agreement may be delayed.

Please note that only costs incurred on or after September 14, 2022 (or the Project Commencement Date on the Schedule A-1, whichever is later) will be eligible for reimbursement under this agreement.

Thank you for your cooperation. If you have any questions, please contact Keely Bannister at keely.bannister@dot.ny.gov or (518) 458-5008.

Sincerely,

Stephanie Winkelhake, P.E.
Deputy Chief Engineer

AVIATION PROJECT FUNDING AGREEMENT

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")

and

the Albany County Airport Authority with its office at Albany, New York

This agreement identifies the allocation of responsibility for administration, establishes the method and provision for funding and implementation of an aviation project pursuant to appropriation as such project is more fully described by Schedule A-1 annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement. The project shall be identified for the purposes of this agreement Terminal Expansion at Albany International Airport (as more specifically described in Schedule A-1, or supplemental Schedule A's, the "Project").

WITNESSETH:

WHEREAS Section 14-l of the Transportation Law authorizes the NYSDOT Commissioner to implement the Upstate Airport Economic Development and Revitalization Program; and

WHEREAS the NYSDOT Commissioner has additional broad authority with regard to the administration, maintenance, and development of airport facilities in New York State; and

WHEREAS pursuant to authorizations and appropriations therefore, NYSDOT and the Sponsor are desirous of progressing the Project; and

WHEREAS the Sponsor attests that the Project has a useful service life as stated on the Schedule A-1 included herein; and

WHEREAS the Sponsor will administer the Project and submit to NYSDOT for funding of eligible Project costs pursuant to this Agreement; and

WHEREAS, the Legislative or governing Body of the Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project and the terms and provisions of this Agreement and has further authorized the _____ of the Sponsor to execute this Agreement on behalf of this Sponsor (copy of such Resolution is attached to and made a part of this Agreement); and

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement: This document titled "Aviation Project Funding Agreement"
- Schedule A-1: Description of Project and Funding
- Schedule B: Phases, Sub-phase/Tasks, and Allocation of Responsibility
- Appendix A: Standard Clauses for New York State Contracts
- Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act)
- Appendix B: Minority and Women-Owned Business Enterprises (M/WBE) - Service Disabled Veteran Owned Businesses (SDVOB)-Equal Employment Opportunity (EEO) Policy Statement
- Appendix C: Goals for Equal Employment Opportunity (EEO) Participation
- Appendix D: Additional Insurance Coverages for Contracts*
- Resolution(s) – duly adopted municipal, or as applicable, corporate resolution(s) authorizing the appropriate official of the Sponsor to execute this Agreement on behalf of the Sponsor and appropriating the funding required, therefore.

2. *General Description of Work.* The Sponsor shall procure and provide all services, materials, and equipment necessary to complete the Project as more particularly described in Schedule A-1 and Scope of Work described in Schedule B. The Sponsor will submit to NYSDOT proposals related to design and scheduling for each item identified in Schedule B. NYSDOT must accept the submitted proposal related to each Schedule B item prior to the Sponsor procuring or providing services, materials, or equipment related to that Schedule B item. Additionally, the Sponsor will submit to NYSDOT any proposed contractor, consultant, sub-contractor, or sub-consultant to be retained in connection with the Project, and NYSDOT must accept the proposed entity prior to that entity commencing work on the Project.

3. *Maintenance.* Upon completion and acceptance of the Project Facilities by Sponsor, Sponsor shall certify in writing to the NYSDOT Commissioner that the Project Facilities have been completed. Upon its completion, Sponsor will operate and maintain the Project facilities as well as ancillary facilities useful or necessary to the function of said facilities, at its own expense in accordance with the requirements of the NYSDOT Commissioner for the period of time corresponding to the period of useful life for such project as determined by Section 61 of the State Finance Law. If the Sponsor intends to have the project facilities maintained by another party, any necessary maintenance contract shall be executed and submitted to NYSDOT before construction commences.

4. *Disposition of Project Facilities.* Sponsor agrees, that during the period of time during which Title to the Project Facilities paid for by the State is held by the State or in any event if funding of the State's share is from the proceeds of bonds or other obligations issued by the State or any of its public benefit corporations, such Project Facilities shall not be sold, rendered unusable, relinquished, discontinued or disposed of by Sponsor without the express written consent of the NYSDOT Commissioner having first been obtained. In the event of such approved disposition Sponsor shall either cause the purchaser or transferee to assume Sponsor's continuing obligations under this Agreement or shall reimburse NYSDOT for the pro-rata share of the grant over the remaining useful life of the Project.

5. *Method of Performance of Work.* Sponsor agrees to undertake or cause to be undertaken and to proceed expeditiously with and complete the project as approved by the NYSDOT Commissioner and as described in the Scope of Work, and to complete or cause to be completed said work within the time limits specified in said Scope of Work. The work shall be performed by Sponsor's own forces or by contract or contracts entered into by the Sponsor in accordance with applicable law and the requirements of this Agreement. Sponsor agrees to obtain or cause to be obtained all approvals, permits and licenses necessary to progress the work, and also agrees to comply or cause to be complied with all applicable Federal, State and Local Laws which in any way impact work to be accomplished by the project. In complying with the requirements of Section 5, the Sponsor must also comply with the terms and conditions of Section 2.

6. *Funding of Project Costs.* State financial assistance hereunder shall be in the form of a grant as more specifically described in Schedule A-1. Sponsor shall be responsible for any remaining share of the cost of the Project, if any. If necessary to the Project, Sponsor shall provide proof of availability of additional funds to undertake the Project prior to performance of work. Sponsor shall make reasonable efforts to secure federal assistance, if any, for the project. Compliance with the terms and conditions of this Agreement is a prerequisite to State financial assistance.

In the event that federal assistance which was not included in the calculation of the state financial assistance becomes available to the Sponsor, the amount of the state financial assistance shall be recalculated by reducing the amount of the state financial assistance to the extent necessary to ensure that the state financial assistance, when combined with the federal assistance, does not exceed Project costs.

6.1 *Limits of Funding.* Subject to the terms of the appropriation, NYSDOT agrees to make available funds up to the amount identified as State Aid in Schedule A-1 for eligible Project costs incurred by the Sponsor in the performance of the Project, as the Project and the funding therefore is more fully described in Schedules A-1 and B. Project Costs in excess of State funds available for the work shall be the responsibility of Sponsor. Prior to start of construction, Sponsor shall certify the source and availability of funds for Project Costs which are in excess of State funds being made available under this Agreement. If the Sponsor loses funding eligibility, the State shall not be liable for any Project Costs whatsoever.

6.2 *Eligible Project Costs.* NYSDOT will fund eligible Project costs incurred by the Sponsor in connection with the work covered by this Agreement. Eligible Project Costs shall include, but not be limited to, costs of acquisition, construction, repair, reconstruction, renovation and such other costs associated with the Project as are approved by NYSDOT as reasonable and necessary in the performance of the Project. Eligible Project Costs

shall also include salaries and wages to employees of the Sponsor who are engaged in carrying out the Project, fees to consultants and professionals retained by the Sponsor for planning and performing the Project. No Project costs will be deemed Eligible Project Costs absent compliance with the terms and conditions of this Agreement.

In no event shall this Agreement create any obligation to the Sponsor for funding or reimbursement of any amount in excess of the lower of:

- (a) the amount stated in Schedule A-1 for the State share of Project Costs; or
- (b) the amount so stated in Schedule A-1 as it is made available pursuant to certificate of the Division of the Budget; and
- (c) amounts described in the preceding paragraphs (a) or (b), less any duplicative funding of the same Project costs from other State sources.

7. *Payments to Sponsor.* For work performed by or through the Sponsor, NYSDOT will fund or reimburse Eligible Project Costs either during the progress of construction or following completion of construction in accordance with NYSDOT policy and procedures.

7.1 *Progress Payments.* Sponsor may be reimbursed in progress payments, for eligible Project costs incurred by Sponsor in conformity with Schedule A-1, upon submission of a voucher by Sponsor in a form acceptable to NYSDOT.

7.2 *Final Payment.* Final payment to sponsor shall be made upon the application of Sponsor to NYSDOT, on a basis of work accomplished, upon submission of vouchers to the State, the submission of a Project Completion Report (hereinafter defined) together with such data as NYSDOT deems necessary to assure compliance with this Agreement evidencing that the work of the Project is completed.

Upon the completion of all said work by Sponsor pursuant to this Agreement, a final statement of costs shall be submitted to the State within one hundred eighty (180) days. Upon receipt of the final statement of costs by the NYSDOT Commissioner, the NYSDOT Commissioner will conduct an audit of the Sponsor project account records within one hundred eighty (180) days to determine the resources applied or used by Sponsor in fulfilling the terms of this Agreement.

7.3 *Payment Certification.* Each payment request will contain a certification by Sponsor that: (1) payment requests do not duplicate reimbursement of Project costs being funded from other sources; and (2) payment requests are for Eligible Project Costs.

In the event that any payments are made by the State to the Sponsor for costs incurred by Sponsor, which are subsequently determined to be ineligible for reimbursement under this Agreement, State may retain an amount equal to any such excess payments from any monies then or which may become due and owing to Sponsor under the Agreement, or Sponsor shall repay such amounts to State within forty-five (45) days from the date Sponsor receives notice of such determination of ineligibility.

All costs submitted by Sponsor shall be in conformity with accounting procedures acceptable to NYSDOT and shall be subject to approval by NYSDOT Commissioner, and to audit by the NYSDOT Commissioner and the State Comptroller. All requests for reimbursement shall be accompanied by appropriate supporting documentation including, but not limited to, the following: Inspector's Reports with associated invoices and receipts, Engineer's Diary, and the Engineer's recommendation(s) for payment to the Contractor.

All costs charged to the project shall be properly supported by executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges.

8. *Compliance.* The Sponsor agrees that in addition to the requirements of the Agreement, funding is contingent upon the Sponsor's compliance with the applicable requirements of the "Local Projects Manual" (LPM) located on NYSDOT's web site at: <https://www.dot.ny.gov/plafap>, as such may be amended from time to time. The Sponsor shall also comply with all aviation industry standards and regulations such as those of the Federal Aviation Administration (FAA), Transportation Security Authority (TSA), Custom Boarder Protection (CBP) and other appropriate entities, as needed to perform the work.

9. *Supplemental Agreement or Supplemental Schedule A-1.* Supplemental Agreements or Supplemental Schedules A-1 may be entered by the parties and must be approved in the manner required for a State contract. In the event Project cost estimates increase over the amounts provided for in Schedule A-1 or one or more supplemental Schedules A-1 as may hereafter be developed by the parties, no additional reimbursement shall be due to the Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A-1 for reimbursement or additional Eligible Project Costs.

10. *Project Completion Report.* Sponsor shall in 6 months from Project completion or final reimbursement by NYSDOT, whichever is earlier, submit a Project Completion Report to NYSDOT describing the sources and uses of all Project-related funds, including non-State funds, and the programmatic accomplishments of the Project.

11. *Records and Accounts.* Sponsor shall maintain accurate records and accounts of all financial transactions which show in detail all income and all expenditures, including but not limited to, payments for eligible Project costs. Said records shall include the amount of payment by the State, the amount of federal assistance if any received by the municipality for the project and all monies expended by the municipality for the project. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards. All expenditures of the grant reimbursed monies shall be supported by invoices and/or other documentation sufficient to establish that such monies have been used in accordance with the terms of this Agreement. The NYSDOT Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to Sponsor's financial transactions, including the expenditure of the grant and all other funds secured and services rendered for the benefit of Sponsor in connection with the Project. Sponsor shall maintain records relating to this Agreement for not less than thirty-six (36) years after the date of completion.

12. *Ethics.* No member of Sponsor's governing body, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefore from NYSDOT.

13. *NYSDOT Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project, its use and operation.

14. *Failure to Diligently Progress Project or Loss of State or Federal Participation.* If NYSDOT determines that the Sponsor has failed to diligently progress the project, or in the event the Sponsor withdraws its approval of the project, or the Sponsor suspends or delays work on the Project such that it cannot be reasonably completed, or takes other action that results in the loss of state participation and/or federal participation, including the loss of State administration of Federal aid to the Sponsor, for the costs incurred pursuant to this agreement, the Sponsor shall refund to the State all reimbursements received from or through the State. The State may offset any other State aid due to the Sponsor by such amount and apply such offset to such repayment obligation of the Sponsor.

15. *Inspection and Audit.* Sponsor shall permit the authorized representative of NYSDOT and/or the State Comptroller to inspect and audit all books, records and accounts of Sponsor pertaining to the Project under this Agreement. Sponsor shall notify NYSDOT of any audit by any governmental agency of any projects, operations, or reports of Sponsor within five (5) days of receiving information relating thereto.

16. *Term of Agreement.* As to the Project and Term are identified in Schedule(s) A-1 executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A-1 as of the date of such supplemental Schedule(s) A-1. This agreement shall only remain in effect for so long as State aid funding authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefore are eventually enacted.

17. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executor only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purpose hereof.

18. *Sponsor Liability*

18.1 The Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors, or others in connection therewith. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

18.2 The Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement. Negligent performance of service within the meaning of this Article shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

19. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

20. *Insurance.* Said insurance policies shall name the People of the State of New York, New York State, its officers, agents and employees as additional insureds thereunder. Upon written request by the State, the Sponsor shall furnish to the State a letter certifying that the State of New York, and other required insureds, have been named as additional insureds to such policy. The kinds and amounts of insurance required are as follows:

20.1 *Worker's Compensation and Disability Benefits.* Policy covering the obligations of Sponsor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless Sponsor procures such policy and maintains it until final acceptance of all work described herein.

20.2 *For construction and operating support projects,* Comprehensive General Liability Insurance, including airside liability coverage, insuring Sponsor and as additional insureds, NYSDOT and its employees with respect to all operations under this Agreement by Sponsor, including such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of \$2 million per occurrence/\$4 million aggregate for all damages arising out of personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction during the policy period.

20.3 *Automobile Liability and Property Damage Insurance.* Subject to the same required level of coverage set forth in §20.2 above, a policy covering the use in connection with the work covered by the Agreement of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by New York State law to bear, license plates.

20.4 *Umbrella or Excess Liability Insurance* When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth, and shall be sufficient to provide, when combined with the Commercial General Liability, no less than the minimum coverage set forth in Appendix D Additional Insurance Coverages for Contracts*. The policy or policies shall provide insurance insuring against liability arising from premises (including loss of use thereof), operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage.

20.5 *Public Liability Insurance.* With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

21. *Optional Insurances.* If the Sponsors invokes such coverage, the Sponsor shall require insurance in the manner set forth below.

21.1 *Builders Risk Insurance.* The Contractor must supply Builders Risk insurance policy covering at minimum loss due to collapse, fire, flood, wind damage and transit and theft of building materials, with limits of coverage of not less than 80% of the completed structure value, covering the total value of work performed and equipment, supplies and materials at the location of the Work as well as at any off-site storage locations. If the Project includes renovations of existing facilities, the policy must cover the existing facilities and any new work. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance, or regulation, and for loss or damage to any property of the insured's held in the Contractor's care, custody and/or control.

21.2 *Professional Liability/Errors and Omissions.* The Contractor shall maintain at its own expense or shall require to be maintained, such insurance as is customary to compensate the Department for any claims or losses that occur because of Contractor's errors, omissions, malpractice or breach of professional obligations. Such policy or policies may be written on a claims-made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than \$250,000 subject to approval by the Department, such approval not to be unreasonably withheld, except that it is also agreed that the Department may withhold payment for services rendered under this contract in the event, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount no less than the minimum coverage set forth in Appendix D Additional Insurance Coverages for Contracts*.

21.3 *Pollution Liability* The Contractor shall maintain at its own expense, or shall require to be maintained, either through an endorsement to a commercial general liability policy or through a separate policy not to be combined with any other coverage, insurance protecting Contractor and the Department from the liability and financial loss relating to Contractor's contamination of soil and the accidental release of petroleum products, chemicals and/or toxic gases from broken pipelines, utilities and stationary and mobile fuel tanks that can result from Contractor's operations. Such coverage shall be written on policy form providing coverage for contamination

both on and off the leased premises and shall provide coverage in an amount no less than the minimum coverage as set forth in Appendix D Additional Insurance Coverages for Contracts*.

22. *Assignment or Other Disposition of Agreement.* The Sponsor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

23. *Procurement Standards.* Sponsor will award contracts funded pursuant to this Agreement in accordance with procurement laws applicable to Sponsor and otherwise in accordance with the requirements of this Agreement. All Project contracts awarded by the Sponsor must contain incentive/disincentive scheduling provisions.

24. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are specified set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this contract.

25. *E-Mail Provision Notice.*

- 25.1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- (a) via certified or registered United States mail, return receipt requested
 - (b) by personal delivery
 - (c) by expedited delivery service
 - (d) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Keely Bannister
Title: Intermodal Transportation Specialist 2
Address: NYSDOT Aviation Bureau
50 Wolf Road, P.O.D. 5-4
Albany, NY 12232
Telephone Number: (518) 485-5008
Cell Phone:
E-Mail Address: keely.bannister@dot.ny.gov

Sponsor:

Name: Mr. Philip Calderone
Title: Chief Executive Officer
Address: 737 Albany Shaker Rd, Admin Bldg, Suite 200, Albany, NY 12211
Telephone: (518) 242-2222 ext. 1
Facsimile Number:
E-Mail Address: pcalderone@albanyairport.com

25.2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

25.3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be

designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

26. *Electronic Contract Payments.* Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Instructions and authorization forms are available at the State Comptroller's website at <https://www.osc.state.ny.us/state-vendors>, by E-mail at epunit@osc.state.ny.us. The contracting Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

27. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to the following:

27.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts,* including requirements thereunder relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

27.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a **Sponsor** shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

27.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

27.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at: <https://www.dot.ny.gov/main/business-center/civil-rights/>

Assigned M/WBE and SDVOB goals must be included in the **Sponsor's** proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

27.1.4 *Good Faith Efforts.* If a **Sponsor** fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

27.1.5 *M/WBE and SDVOB Compliance Reports.* The **Sponsor** shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Standard Civil Rights Reporting Software (EBO), on or before the 15th day of the immediately preceding month. The **Sponsor** must apply for access to EBO at the following website: <https://www.dot.ny.gov/dotapp/ebo>.

27.1.6 *Failure to Comply.* If the **Sponsor** fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The **Sponsor** must ensure that any contract it awards under this Agreement has a Minority and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business

(SDVOB) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the **Sponsor's** contractors and subcontractors fail to complete work for the project as proposed in the MWBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement, or (2) assess liquidated damages in an amount up to 20% of the portion of the Sponsor's contracts and subcontracts funded by this Agreement.

27.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in Appendix C), EEO Policy Statement (as provided in "Appendix B – MWBE-SDVOB and EEO Policy Statements") and specifications (as provided in [NYSDOT's Standard Specifications §102-11 Equal Employment Opportunity Requirements](https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us)) must be included in the contract documents and project advertisement.
<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

27.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the **Sponsor** as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

27.2 [New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act](#) including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at www.dot.ny.gov/programs/smart-planning/smartgrowth-law.

28. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Aviation Capital Grant Program Guidelines and in accordance with current Federal and State laws, rules, and regulations or as requested by NYSDOT. Reporting forms and schedules will be provided by NYSDOT as reporting requirements are identified.

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and Sponsor has caused this instrument to be signed by its duly authorized officer.

SPONSOR:

By: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)

COUNTY OF)

) SS:

On this _____ day of _____, 20__, before me personally came _____, to me known, who, being by me duly sworn did depose and say the he/she resides at _____;

that he/she is the _____ of the **Sponsor** described in and which executed the above instrument; that he/she was authorized to execute the document on behalf of said **Sponsor** pursuant to a resolution which was duly adopted on _____ and to which a certified copy is attached and made a part hereof.

Notary Public

APPROVED FOR NYSDOT:

BY: _____
For the Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

DATE: _____

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
NYS Attorney General

COMPTROLLER'S APPROVAL:

BY: _____
For the NYS Comptroller pursuant
to Section 112, State Finance Law

Aviation Project Funding Agreement - Schedule A-1

OSC Contract # K007494

Project Commencement Date:

Project Completion Date:

Construction Completion Date:

AGREEMENT PURPOSE **MAIN** Agreement **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (as shown in tables below):

- Grant Agreement

PROJECT TYPE:

Airport Improvement

PROJECT IDENTIFICATION NUMBER:

1A00.95

DESCRIPTION OF WORK:

The project is a terminal expansion connecting the terminal to the parking garage via a floating corridor with concessions, retail and improved circulation. The terminal expansion includes the following:

1. Removal of existing rotunda and pedestrian bridge.
2. Expansion of landside connector.
3. Redevelopment and expansion of outdoor greenspace.
4. Relocation of security screening towards landside and increase checkpoint queuing and post security passenger recompositing areas.
5. Expansion of the airside marketplace and creation of additional circulation and seating areas.
6. Update of outside entrance areas of main terminal to include removal and replacement of front sidewalks, installation of a new translucent canopy along the length of the terminal and refreshed vestibule areas including the creation of a new main entrance and lobby.
7. Ground Level 1 Improvements to include construction of a main entrance with glass curtain wall; installation of lightweight, translucent canopies; re-construction and expansion of green planted park area in front of main terminal; refreshed airline ticketing areas; refreshed baggage claim area; refreshed rental car concession area; removal and replacement of existing ceiling finishes for installation of expanded mechanical equipment above; and relocation of the vertical circulation.
8. Concourse Level 2 Improvements to include refreshing vestibule walls and doorways including new main entrance vestibule with glass curtain wall; relocation and expansion of existing checkpoint; relocation and expansion of security queue; expansion and relocation of airside concessions; installation of a children/family play area; update to the existing conference facilities; relocation of the public arts and writer's workshop; installation of multisensory room/area and relocation of the vertical circulation.
9. Improve the existing heating, ventilation and air conditioning systems.
10. Installation of a new 30-kilowatt solar array on roof.
11. Installation of new energy-efficient LED lighting system throughout project area.

Aviation Project Funding Agreement - Schedule A-1

The sponsor attests that the above Project has a useful service life of 30 years.

Location: 737 Albany Shaker Road, Albany, NY 12211

Owner/Operating and Maintenance Responsibility: Albany County Airport Authority

Type of Airport Organization:

Municipality Public Authority Not-for-Profit Corporation Public Benefit Corporation

Business Corporation Partnership Proprietorship _____

B. SUMMARY OF ELIGIBLE PROGRAM COSTS-

UPSTATE AIRPORT DEVELOPMENT & REVITALIZATION		OTHER NECESSARY FUNDING (FAA AIP, PFC, Other NYS)	TOTAL
GRANT	LOCAL SHARE ()		
\$60,000,000	\$0	\$40,000,000	\$100,000,000

Project is: (check which applies) part of an approved airport layout plan, OR
 consistent with an approved airport layout plan

SCHEDULE B:

Phases and Sub-phase/Tasks Responsibility of Sponsor

A. Preliminary Engineering (“PE”) Phase
1. <u>Scoping</u> . Prepare & distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.
2. Perform data collection and analysis for design, including passenger enplanements, cargo data, traffic counts and forecasts, land use and development analysis and forecasts.
3. <u>Preliminary Design</u> : Prepare & distribute Design Report, including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design Sub-phases or tasks and/or to secure the approval/authorization to proceed.
4. Review & Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.
5. Obtain aerial photography and photogrammetric mapping.
6. Conduct any required soils and other geological investigations.
7. Perform all surveys for mapping and design.
8. Define Consultant Scope of Services for detailed design.
9. <u>Detailed Design</u> : Perform all project design, including building, mechanical, electrical, and plumbing plans that may have to comply with Wicks Law, preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , latest FAA advisory circulars, TSA and CBP requirements, NYSDOT Airport design standards, including pavement evaluations, including taking and analyzing cores; design of pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design; and all design appurtenances & systems (e.g., signage, signals, IT/Communications, security), and maintenance and protection of traffic plans.
10. Submission of progress construction plans that are approximately 40% complete and Construction Safety Phasing Plan (CSPP) document.
11. Perform landscape design (including erosion control).
12. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey, and stormwater management.
13. Submission of Advanced Detail Plans that are approximately 75% complete.

14. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separately, any portions of the project which may be more appropriately progressed separately and independently.
15. Submission of PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements (including Buy America/American), and any other contract documents necessary to advance the project to construction.
16. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.
17. Determine the need and apply for any required permits, including FAA, TSA, CBP, Homeland Security, NYSOGS building permit, U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), NPDES, SPDES, NYSDOT Highway Work Permits, NYSOGS building permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessments and special districts.
18. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> -- Railroad force account -- Maintenance agreements for sidewalks, lighting, signals, betterments -- Betterment Agreements -- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.
19. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions
B. Construction (C), Supervision (C/S) and Inspection (C/I) Phase
1. Advertise contract lettings and distribute contract documents to prospective bidders.
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.
4. Compile and submit Contract Award Documentation Package.
5. Review and approve any proposed subcontractors, vendors, or suppliers.
6. Conduct & control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records & files, including all diaries & logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies & labor for the performance of the work on the project, and ensure that the proper materials, human resources, methods, and procedures are used.
7. Test and accept materials, including review and approval for any requests for substitutions.

<p>8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.</p>
<p>9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.</p>
<p>10. Review and approve all shop drawings, fabrications details, and other details of structural work.</p>
<p>11. Administer all construction contract claims, disputes or litigation.</p>
<p>C. Reimbursement Requirements</p>
<p>1. The following documentation must accompany all reimbursement requests (as applicable):</p> <ul style="list-style-type: none">a. NYSDOT Grant Reimbursement Checklistb. Cover Sheetc. Project Tracking Sheetsd. Progress Schedulee. FIN 190-a Payment Requestf. Consultant/Contractor/Subcontractor invoicesg. AIA Form G702-1992 (or later) and G701 or G703, if necessary (contractors only)h. Registration, training, and use of Equitable Business Opportunities (EBO) reporting system<ul style="list-style-type: none">1.h.1 Registration: https://www.dot.ny.gov/portal/page/portal/dotapp/ebo/instructions.1.h.2. Training: http://www.ebotraining.com/trainlogin.aspxi. Verification of paymentsj. Monthly Subcontract Report (D/M/WBE/SDVOB participation percentage and project goals)k. AAP 35LL Workforce Participation Planl. AAP 22LL D/M/WBE/SDVOB Material Supplier Commitment (material suppliers only)m. AAP 23LL D/M/WBE/SDVOB Trucking Commitment Information (trucking operations only)n. AAP 10LL D/M/WBE/SDVOB Solicitation Log (when participation goals are not met only)o. SPT 15 NYSDOT Summary Payment Trackingp. Buy America/American Tracking
<p>D. Closeout Requirements</p>
<p>1. The following documentation must be provided for project closeout (as applicable):</p> <ul style="list-style-type: none">a. EEO documentation inclusive of all contractors and subcontractorsb. D/M/WBE and SDVOB attainment documentation including approved waiver form and GFE documentation if goals are not met (based on funding source, the appropriate goals will be applied)c. FAA Part 26 DBE Uniform Report of DBE Commitments/Awards and Payments and evidence of approval, as applicable

- d. Sponsor certification attesting that all work has been performed in accordance with the grant provisions
- e. SPT 15 NYSDOT Summary Payment Tracking
- f. As-Built Documentation
- g. Operation & Maintenance Manuals
- h. Warranties

E. Project Specific Requirements (as applicable):

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

October 2019

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the followingshall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women- owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://nyc.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-bidders-offerers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

before the contract assignment will be approved by the State.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for Albany County Airport Authority adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at Albany International Airport.

(Insert project/service description)

M/WBE/SDVOB

EEO

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.

(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20 _____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # K007494) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACTTYPE	MBE	WBE	SDVOB
C: Commodities	16.00%	18.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	19.00%	7.00%	6.00%
CN: Construction	8.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	5.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY21-22 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by

APPENDIX B

submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____ Title: _____

Name: _____ Date: _____

Appendix C

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

GOALS FOR MINORITY PARTICIPATION

COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	* Richmond	
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	* Kings		St. Lawrence	2.5
* Bronx		Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	* New York		Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	* Queens		Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond.

Electricians.....	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers.....	6.3 to 7.5
Metal lathers.....	24.6 to 25.6	Iron workers (ornamental).....	22.4 to 23.0
Painters.....	26.0 to 28.6	Cement masons.....	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers.....	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers.....	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

(43 FR 14888 – 4/7/1978)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

Appendix D

Additional Insurance Coverages for Contracts*

Insurance Type	Contract Value			
	\$0-\$10,000,000	\$10,000,000.01 – \$20,000,000	\$20,000,000.01 – \$100,000,000	Over \$100,000,000
Umbrella / Excess Liability	At least \$9 million when combined with CGL	At least \$11 million when combined with CGL	At least \$15 million when combined with CGL	At least \$22 million when combined with CGL
Professional Liability / Errors & Omissions (DESIGN BID BUILD)	Design Bid Build \$1 million per occurrence, \$1 million aggregate	Design Bid Build \$1 million per occurrence, \$1 million aggregate	Design Bid Build \$1 million per occurrence, \$1 million aggregate	Design Bid Build \$1 million per occurrence, \$1 million aggregate
Professional Liability / Errors & Omissions (DESIGN BUILD)	Design Build \$2 million per occurrence, \$2 million aggregate	Design Build \$2 million per occurrence, \$2 million aggregate	Design Build \$3 million per occurrence, \$3 million aggregate	Design Build \$4 million per occurrence, \$4 million aggregate
Pollution Legal Liability	\$1 Million per occurrence, \$1 million aggregate	\$1 Million per occurrence, \$1 million aggregate	\$1 Million per occurrence, \$1 million aggregate	\$1 Million per occurrence, \$1 million aggregate

*Requirements set forth in this appendix are not comprehensive; the State and Local Agreement sets forth comprehensive contractual requirements.

STATE ENVIRONMENTAL QUALITY REVIEW

In accordance with the rules, regulations and procedures adopted by

Albany County Airport Authority

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

- Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
- Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
- Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Type II Action
- Ministerial Act
- Exempt Act

PROJECT DESCRIPTION

The project is a terminal expansion connecting the terminal to the parking garage via a floating corridor with concessions, retail and improved boarding. The terminal expansion includes the following: 1. Removal of existing rotunda and pedestrian bridge. 2. Expansion of landside connector and development of landside green space. 3. Relocation of security towards landside and right-size checkpoint. 4. Expansion and relocation of the airside marketplace and creation of outdoor greenspace and seating area. 5. Update of the vestibule and canopies with transparent elements. 6. Ground Level 1 Improvements to include replacement of the vestibules with glass curtain wall; installation of lightweight, translucent canopies; construction of green planted park with sculptures and feature elements; removal and replacement of existing ceiling finishes for installation of expanded mechanical equipment above; and relocation of the vertical circulation. 7. Concourse Level 2 Improvements to include replacement of the vestibules with glass curtain wall; expansion of existing checkpoint; expansion of security queue; installation of kiosk for check-in; expansion of airside concessions; installation of a children's play area; update to the existing conference facilities; construction of the exterior planted area; expansion of the publicarts and writer's workshop; and relocation of the vertical circulation. 8. Improve the existing heating, ventilation and air conditioning systems. 9. Installation of a new 30-kilowatt solar array on roof. 10. Installation of new energy-efficient LED lighting system throughout project area.

Authorized Signature

Title

Date

AGENDA ITEM NO. 13

Informational Only

AGENDA ITEM NO. 14

**Review and approval of the Authority's
PROCUREMENT CONTRACT GUIDELINES,
OPERATIVE POLICY, PETTY CASH ACCOUNTS
AND INSTRUCTIONS (Procurement Guidelines)
adopted December 14, 2015 and last reviewed
December 6, 2021**

2

AGENDA ITEM NO: 14
MEETING DATE: December 5, 2022

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
12/05/2022

DEPARTMENT: *Finance*

Contact Person: *Michael Zonsius, Chief Financial Officer*

PURPOSE OF REQUEST:

Review and approval of the Authority's PROCUREMENT CONTRACT GUIDELINES, OPERATIVE POLICY, PETTY CASH ACCOUNTS AND INSTRUCTIONS (Procurement Guidelines) adopted December 14, 2015 and last reviewed December 6, 2021.

CONTRACT AMOUNT:

Base Amount: \$ N/A

Change Orders/Amendments: N/A

Total Contract Amount: N/A

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ___ No ___ NA /

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal ___ State _____ Airport _____ NA /

JUSTIFICATION:

The procurement contract guidelines were last reviewed, amended and approved in 2021. The New York State Authorities Budget Office requires that the Authority annually disclose if the procurement guidelines have been annually reviewed, amended if needed, and approved by its governing Board. The procurement guidelines are presented herewith for review and approval with no amendments proposed.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

BACK-UP MATERIAL:

- *Memo to Board from Michael Zonsius dated December 5, 2022*
- *Legal Notice Publications*
- *Copy of Procurement Guidelines as last reviewed December 6, 2021.*



TO: ACAA Board Members
FROM: Michael F. Zonsius, CFO
Date: December 5, 2022
RE: Annual Approval of the Procurement Contract Guidelines, Operative Policy, Petty Cash Accounts and Instructions

Changes to the Procurement Contract Guidelines, Operative Policy, Petty Cash Accounts and Instructions are recommended as follows:

None.

Attached are the publications for legal notices, including bid solicitations.

LEGAL NOTICE PUBLICATIONS

Albany Times Union

Albany Business Review

Albany Airport Website

BidNet Direct (Online)

Minority Commerce Weekly (Published and Online)

**ALBANY COUNTY AIRPORT AUTHORITY
(ACAA)**

**PROCUREMENT CONTRACT GUIDELINES,
OPERATIVE POLICY,
PETTY CASH ACCOUNTS AND INSTRUCTIONS**

**Adopted December 14, 2015
(Last Reviewed and Approved December 6, 2021)**

ALBANY COUNTY AIRPORT AUTHORITY
PROCUREMENT CONTRACT GUIDELINES, OPERATIVE POLICY,
PETTY CASH ACCOUNTS AND INSTRUCTIONS

December 14, 2015

Article I. Purpose and Applicability

- 1.0 These Procurement Contract Guidelines ("Guidelines"), adopted pursuant to Public Authorities Law Sections 2824 and 2872, set forth the operative policies of the Authority and instructions to its officers and employees regarding the use, awarding, monitoring, and reporting of Procurement Contracts.
- 1.1 These Guidelines apply to any Procurement Contract entered into after they become effective pursuant to the provisions of Section 2824 of the Public Authorities Law.
- 1.2 The ACAA reserves the right to contract with other public corporations, state agencies, and the federal government without being bound to these procurement guidelines.

Article II. Definitions

- 2.1 As used in these Guidelines, "**Purchase Order**" or "**Purchase Contract**" means a written order or contract for the acquisition of goods or services of any kind, in actual or estimated amount without limit. Purchase orders may be authorized by receiving telephone or written quotations and shall include the procurement of memberships, incidental equipment and repairs, travel and tuition reimbursement, direct purchases of emergency services, equipment or supplies. A wide variety of goods and services may be acquired using purchase orders.
- 2.2 As used in these Guidelines, "**Procurement Contract**" means a Purchase Order or Purchase Contract for the acquisition of goods or services of any kind, in the actual or estimated amount of \$12,500 or more. A Procurement Contract shall **not** include: an agreement for the purchase of the Authority bonds, purchase of investments, a derivative contract, insurance or indemnification contract, memberships in various industry groups, professional societies, and similar cooperative associations, nor any cooperative projects and procurement activities, conducted or sponsored by such organizations, in which the Authority participates; direct purchase advertising with radio, television or print media; tuition, conferences, seminars and other comparable activities; or transportation or other travel-related expenses.
- 2.3 As used in these Guidelines, "**Professional Services Contract**" means a Procurement Contract to provide a personal service of a consulting, professional, or technical nature to the Authority for a fee, commission, or other compensation by a person or organization.. Such personal service shall be in relation to the Authority's operation, management, and administration of its offices or personnel; acquisition, construction, management, operation, maintenance, or disposition of facilities under its ownership or control; or dissemination of publications or other information. Personal services of a consulting, professional, or technical nature include, but are not limited to, legal, accounting, management consulting, planning, training, statistical, research, public relations, architectural, engineering, surveying, or other similar personal services.

- 2.4 As used in these Guidelines, "**Construction Contracts**" mean Procurement Contracts to perform new construction work.
- 2.5 As used in these Guidelines, "**Other Administrative Contracts**" mean Procurement Contracts to provide services to support the Authority's administrative functions for a fee, commission, or other compensation by a person or organization. Other Administrative Contracts include, but are not limited to, equipment maintenance contracts, building maintenance contracts, leases, insurance, telecommunications, or other similar services, but do not include Personal Services Contracts.
- 2.6 As used in these Guidelines, "**Goods, Materials and Supplies Contracts**" mean Procurement Contracts for the purchase of goods, materials and supplies such as, but not limited to, office supplies, furniture, computer equipment, vehicles, other equipment, commodities and other miscellaneous items of physical property.
- 2.7 As used in these Guidelines, "**Contractor**" means a person or organization that enters into a Procurement Contract with the Authority.
- 2.8 As used in these Guidelines, "**Minority Business Enterprise**" means any business enterprise, including a sole proprietorship, partnership, or corporation, that is:
- (a) at least 51 percent owned by one or more Minority Group Members or in the case of a publicly-owned business at least 51 percent of the common stock or other voting interests of which is owned by one or more Minority Group Members;
 - (b) an enterprise in which the minority ownership is real, substantial, and continuing;
 - (c) an enterprise in which the minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (d) an enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field.
- 2.9 As used in these Guidelines, "**Minority Group Member**" means a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
 - (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
 - (c) Asian and Pacific Islander persons having origins in any of the Far East, Southeast Asia, the Indian sub-continent or the Pacific Islands; or
 - (d) Native American persons having origins in any of the original peoples of North America.

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- 2.10 As used in these Guidelines, "**Women-Owned Business Enterprise**" means a business enterprise, including a sole proprietorship, partnership, or corporation which is:
- (a) at least 51 percent owned by one or more United States citizens or permanent resident aliens who are women or in the case of a publicly-owned business at least 51 percent of the common stock or other voting interests of which is owned by United States citizens or permanent resident aliens who are women;
 - (b) an enterprise in which the ownership interest of women is real, substantial, and continuing;
 - (c) an enterprise in which the women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (d) an enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field.
- 2.11 As used in these guidelines, "**Competitive Procurement Method**" shall include: (i) solicitations, bids, requests for proposals, requests for information, requests for quotations and requests for qualifications; (ii) procurement made pursuant to centralized contracts let by other public entities pursuant to a competitive process, including those contracts of the New York State Office of General Services; (iii) procurement of commodities from a Contractor where the price to be charged by the Contractor is less than that which would be charged for the purchase substantially similar in function, form or utility made pursuant to a centralized contract let by the New York State Office of General Services or when other contract terms such as delivery or warranty terms are more economically beneficial; or (iv) any other competitive method of procurement that is consistent with these guidelines.
- 2.12 As used in these guidelines, "**Authority**" means the Albany County Airport Authority.

Article III. Use of Professional Services Contracts, Other Administrative Services Contracts and Emergencies (Refer to Appendix 'A')

- 3.0 It is the general policy of the Authority to use its own officers, employees and Airport management contractors, in the performance of required professional services and other services insofar as practical. At the same time, the Authority recognizes that it can be preferable to contract for certain personal services for a number of good reasons. In addition, the Authority's development programs usually depend on performance of the work by outside Contractors, and economic development programs may sometimes do so, requiring the use of Contracts.
- 3.1 Professional Services Contracts or other Administrative Contracts may be entered into for one or more of the following reasons: special expertise or unusual qualifications not available within the Authority; nature, magnitude, or complexity of services provided; lack of resources, support staff, or specialized facilities or equipment within the Authority within the time period during which the services are required; lower cost; short term or infrequent need for the services, insufficient to warrant permanent Authority staffing; performance of a function requiring independence from Authority management (e.g., independent auditors); or distance of the location or locations where the services must be performed from Authority offices or facilities.

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- 3.2 Before entering into a Professional Services Contract or other Administrative Contracts, the Authority should consider whether the contemplated services can be performed adequately, cost-effectively, and on a timely basis by staff within the Authority.
- 3.3 The role of an airport dictates that the operation be maintained on a continuous basis without interruption. From time to time, the Chief Executive Officer may determine that **Emergency Purchases** or contracts be issued to keep the Airport safe, secure and when it is in the best interest to preserve order or public health and Airport facilities. Also, when the immediate restoration of a condition of usefulness of a building, equipment or roadway or utilities is necessary. Such emergency services exceeding \$50,000 shall be presented to the Authority Board at its next regularly scheduled meeting. Emergency Purchases are a category of "Sole Source".
- 3.4 From time to time the Airport Chief Executive Officer may determine that **Exigent Circumstance** have made the acquisition of particular Products, Goods and or Services urgent to ensure the continued efficient operation of the Airport. Prospect of interruption to or obstruction of the Airport Authority's efficient operation or adequate provision of service, arising from an unforeseen circumstance are examples of Exigent Circumstances. Exigency is a subcategory of "Sole Source" and the Chief Executive Officer may authorize purchases up to \$50,000 in order to relieve Exigent Circumstances.
- 3.5 The Maximum Hourly Contractor Rate for Professional Services will be equivalent to four times the highest paid ACAA employee rate. This article may be waived at the discretion of the CEO.

Article IV. Requirements Regarding Selection of Contractors

- 4.0 The Authority shall use its best efforts to secure offers from Contractors by using a Competitive Procurement Method and to select from such offerers the Contractor offering the most favorable terms, weighing expected ability to perform against projected costs. To this end, the Authority shall:
- (a) solicit offers **in writing** from several persons or organizations known, believed, or reputed to be qualified in the area of supplying the goods, personal services, or other administrative services to be provided or performed, except that for administrative purchases authorized by **Section 4.2**, such quotations may be secured by telephone solicitations where time constraints do not permit securing a written bid and for procurement of catalog and other items generally purchased in the ordinary course of business or which do not require a detailed bid or description of materials or specifications.
 - (b) evaluate those offers received on the basis of such information as the Authority has received on, as may be relevant, each offerer's technical or professional qualifications, financial stability, past performance for the Authority, staff, equipment, and facilities availability, experience, reputation, and other factors bearing on expected capability and quality of performance, possible conflicts of interest, and contract price or fee structure; and
 - (c) document the processes by which a Contractor is selected, by making a record summarizing the nature and scope of the goods, personal services, or other administrative services sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the Contractor.

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- 4.1 In any instance, the members of the Authority Board may, by Resolution, waive the use of the procedure for selecting Contractors outlined in Section 4.0 if they determine such waiver to be in the best interest of the Authority.
- 4.2 The Authority, upon adoption of these Guidelines, hereby waives use of the procedures for selecting Contractors outlined in section 4.0 in those instances when:
- (a) the goods, personal services, Authority program work, or other administrative services involved are expected to cost \$5,000 or less;
 - (b) for any Authority work, the contract is based upon an unsolicited proposal, submitted at the sole initiative of the offerer, not duplicating work then being performed and involving unique, innovative, or unusual meritorious methods or ideas. Proposals in this category exceeding \$50,000 shall require approval of the Authority Board;
 - (c) the Chief Executive Officer determines that:
 - (i) the interest of the Authority for timely procurement of the goods, personal services, Authority work, or other vendor involved requires the selection of a Contractor pursuant to emergency procedures, as defined in Article 3.3;
 - (ii) even though two or more Contractors could supply the required goods, personal services, Authority work, or other administrative service, one particular Contractor has unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data; or
 - (iii) there is only one source for a required good, personal service, Authority work, or other administrative service;
- provided**, that in those instances the Authority shall nonetheless make a record summarizing the nature and scope of the goods, personal services, Authority program work, or other administrative service involved, the name of the Contractor, the contract price or fee, and the basis for waiver and selection of the Contractor.
- 4.3 A contract may be extended with the same terms and conditions contained in the original contract approved and awarded by the Airport Authority. An extension clause must be part of the original contract with the awarded vendor. The Authority, upon adoption of these Guidelines, hereby authorizes the Chief Executive Officer authority to approve contract extensions.
- 4.4 The Chief Executive Officer may approve an amendment to a contract where the amount of the proposed amendment(s) are within the limits established in Appendix 'B'.
- 4.5 Independent auditors for the Authority shall be retained only with the prior approval of the members of the Authority.

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- 4.6 The Authority may use its Competitive Procurement Methods to select multiple Contractors to provide goods, personal services, Authority work, and other administrative services. Individual task work orders may be awarded to these Contractors on an as-needed basis.

Article V. Compliance with State Finance Law Sections 139-i and 139-k in the Selection of Contractors: Contractor Responsibilities and Types of Contract Provisions

- 5.0 The Authority shall comply with the requirements of State Finance Law Sections 139-j and 139-k in its selection of Contractors. Solicitations shall identify Authority Contacts, require bidders to disclose any prior determination of non-responsibility, and to provide the other information required by State Finance Law Sections 139-j and 139-k.

The responsibilities of a Contractor, including continuing responsibilities under State Finance Law Sections 139-j and 139-k, shall be detailed in the contract. Contract provisions shall address the nature and scope of the goods, personal services; the standard for performance, if practical; the duration of the work; any relevant time requirements or deadlines; and the amount of compensation to be paid or the price, rates, or fees which will be used to determine such compensation. Personal Services Contracts and other Contracts shall also include provisions on monitoring of the work to be performed; provisions governing the Contractor's use of Authority supplies, facilities, or personnel, if permitted; any provisions required by applicable law; and any other provisions the Authority deems necessary or desirable.

Article VI. Minority and Women-Owned Business Enterprises

- 6.0 It is the policy of the Authority to foster and promote participation of Minority Business Enterprises and Women-Owned Business Enterprises in its procurements and the development of such enterprises and to facilitate a fair share of the awarding of Procurement Contracts to such enterprises. In contracting, the Authority shall use its best efforts to give Minority Business Enterprises and Women-Owned Business Enterprises an opportunity to compete for Authority business, by soliciting or requesting offers from minority and women-owned businesses known to have experience in the type of goods, personal services and other administrative services involved. Written solicitations or requests for bids or proposals for Procurement Contracts should include a statement of the Authority's affirmative action policy. The Authority will consult with the Division of Minority and Women's Business Development and the Authority's DBE Liaison for assistance in identifying such enterprises, and refer to any known list maintained by any other State department or agency that identifies Minority Business Enterprises or Women-Owned Business Enterprises by area of expertise.
- 6.1 In the case of federally funded projects, the Authority shall comply with its Disadvantaged Business Enterprise Program, or any successor program, which may be required as a condition of such federal funding.

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Article VII. Discretionary Spending

- 7.0 All discretionary spending must comply with Federal rules and guidance on permitted and prohibited use of airport revenue. The U.S. Congress has established the general requirements for the use of airport revenue and has identified the permitted and prohibited uses of airport revenues. These statutory requirements are incorporated in the standard grant assurances and have been interpreted by the FAA including the FAA's General Counsel's Office, and the FAA's Office of the Secretary, in policy statements and compliance decisions. It is the responsibility of the Albany County Airport Authority to ensure all purchases comply with the FAA rules and guidance established for use of Airport Revenue. Specific guidance from the FAA on the statutes, grant assurances, and policies that outline the permitted and prohibited uses of airport revenue to ensure that sponsors are not in violation of their federal obligations in the use of their airport revenue are found in FAA Airport Compliance Manual - Order 5190.6B, as may be amended from time to time.
- 7.1 Purchases of goods and services below \$50,000 that are not deemed an emergency or an exigency shall be made in accordance with the chart shown in APPENDIX A, unless an award is made to a firm that is a currently Certified Minority or Woman owned Business Enterprise (MWBE) and which in the judgment of the CEO will be providing goods and services at a fair market value to the Authority and such purchase will assist the Authority in meeting its annual MWBE purchase goal adopted pursuant to Article 15A of the Executive Law.

Article IX. Procurement Cards

- 8.0 The Authority makes limited use of Procurement Cards to situations where it is most practical to make a purchase using a procurement card. Examples of such situations include but are not limited to purchase of travel, lodging, meals and small purchases from vendors where it is not efficient to establish customer credit with the vendor.
- 8.1 Issuance of Procurement Cards will be authorized by the Chief Financial Officer. Procurement Cards may not be used for personal expenses.
- 8.2 The Chief Financial Officer will distribute a monthly report of purchases made by each procurement card holder who must complete and return a completed Credit Card Purchase Report with all receipts attached and a signed affirmation that all charges incurred on the Airport Authority Credit Card assigned to the user as itemized therein are for the approved purposes of the Albany County Airport Authority and are correct as stated. The Chief Executive Officer shall review and approve each procurement card users purchase report.

Article IX. Petty Cash

- 9.0 Petty Cash shall be used for small purchases, such as postage and incidental supplies, freight and express, and similar items for which it is not practical to issue a purchase order or cannot be obtained from Blanket Purchase Contract suppliers. A single transaction shall not exceed \$50.00.
- 9.1 Petty Cash shall not be used for cashing checks for employees or tenants, making loans to employees, or for salary advances.
- 9.2 The Chief Financial Officer shall establish a Petty Cash Fund in the amount of \$250.00.
- 9.3 The Chief Accountant or their designee shall be the custodian of the Petty Cash Fund. The Petty Cash Fund shall be in the sole custody of a single employee and no other official or employee shall have access to the fund except for periodic audits and cash count in the presence of the Custodian except under the conditions set by section 7.4.
- 9.4 The Chief Accountant may act as Custodian in the absence of the appointed Custodian. However, when it is necessary to transfer the custodianship of the Petty Cash Fund, either temporarily or permanently, the Petty Cash Fund shall be audited and reconciled by an employee other than the Custodian and the Petty Cash Fund shall be reimbursed prior to the transfer. The transfer shall be documented by letter from the Chief Financial Officer or the Chief Accountant relieving the old Custodian of responsibility of the Petty Cash Fund and appointing a new Custodian for the Fund.
- 9.5 The Petty Cash Fund shall be maintained on a current basis.
- 9.6 Employees shall secure approval from the Custodian of the Petty Cash Fund or the Purchasing Agent prior to committing or making a purchase. The failure of any employee to obtain prior approval shall result in non-reimbursement of funds to the employee. The approval of a petty cash request shall be based upon the discretionary evaluation of the Custodian. However, the Custodian may make any inquiries, as necessary, to determine if the request should be approved, including a requirement of authorization from the relevant Department Head. Upon an eligible request, the Custodian of the Petty Cash Fund shall be required to issue, in numerical sequence, a pre-numbered voucher documenting the commitment or use of Petty Cash funds. Employees shall not take advanced petty cash from the premises after work hours and, if not used on the day of issue, shall return the funds back to the Custodian of the Petty Cash fund. No item will be reimbursed from petty cash beyond 30 days after the date of purchase. Voided vouchers shall be retained for accountability purposes.
- 9.7 All petty cash forms and authorizations must be completed in ink, and only the original receipt will be accepted for proof of purchase.
- 9.8 Upon presentation of an invoice or sales slip signed by the authorized employee, the Custodian of the Petty Cash Fund shall make reimbursement.
- 9.9 The Petty Cash Fund shall be balanced and replenished at least quarterly or more often, if needed, but shall always be done on the last day of the fiscal year.

9.10 The Custodian of the Petty Cash Fund shall be required to submit a Petty Cash Report to the Chief Accountant prior to replenishing the Petty Cash fund. At a minimum, the Petty Cash Report shall contain the following information for each transaction:

1. the voucher;
2. a brief description of the item(s) and/or purpose;
3. the date of transaction;
4. the name of the purchaser;
5. the amount of the purchase;
6. any replenishments of cash to the fund since the last reporting period; and
7. the beginning and ending balance of funds for the reporting period.

The Chief Financial Officer shall issue a check for the total amount of the vouchers and the check shall be cashed for replenishment by the Custodian of the Petty Cash Fund. The Petty Cash voucher, voided vouchers, invoices or other receipts shall be attached to the replenishment voucher check copy. Upon reimbursement of the Petty Cash Fund, all supporting documents shall be canceled to prevent duplicate reimbursement. Cancellation shall be made by entering on each document the date and number of the voucher check issued to reimburse the Petty Cash Fund.

9.11 The Chief Accountant or authorized appointee, other than the Custodian, shall examine the Petty Cash Fund periodically and randomly to avoid abuse and misuse. An audit of the Petty Cash Fund and associated reports shall be performed annually by the Chief Accountant and a report of findings shall be delivered to the Chief Financial Officer and Chief Executive Officer.

9.12 The Petty Cash Reports shall be kept on file for a period of time provided in the applicable Records Retention Policy.

9.13 The Custodian of the Petty Cash Fund shall ensure the security of the petty cash. A lockable cash box shall be used and shall be kept in a secure location. Each Custodian shall be issued one key and a spare shall be kept in the key files. No other keys shall be issued. Loss of a key shall necessitate the re-keying of the cash box lock.

Article X. Payment

10.0 The Authority utilizes an electronic Requisition and Purchase Order Process. Purchases of Products, Goods and Services must be made on the issuance of a written Purchase Order delivered by the Purchasing Agent or a Contract issued by the Authority.

10.1 Payment for all Purchases and Procurement Transactions will be made by the Chief Financial Officer upon receipt of sufficient evidence, including Vendor Invoice, that Goods and/or Services have been received and or properly performed and the purchase of the Goods and or Services complied with this procurement policy and as well as applicable laws, rules, and regulations and terms and conditions imposed by any grant agreement and the Authority's Master Bond Resolution.

Article XI: Compliance With Other Rules & Regulations

- 11.0** Records related to all purchases, procurements and payments will be maintained in accordance with the Records Retention and Disposition Schedule applicable to the Authority as established and maintained by the New York State Archives under Article 57-A, Arts and Cultural Affairs Law which is known as the **Local Government Records Law**.
- 11.1 Annually the Chief Financial Officer shall cause an assessment of the effectiveness of Internal Control to be performed as required by Section 2800 of the Public Authorities Law. Compliance with these procurement guidelines will be included in the annual assessment of the effectiveness of internal control.

Article XII. Miscellaneous Provisions

- 12.0 No violation of or failure to comply with the provisions of these Guidelines shall be deemed to alter, affect the validity of, modify the terms of, or impair any Procurement Contract; nor shall any provision of these Guidelines or any violation of or failure to comply with such provisions be the basis for any claim against the Authority or any member, officer, or employee of the Authority. In any instance where these Procurement Guidelines contain an ambiguity or require clarification, the CEO may revise to provide clarity but shall not materially alter their intent.
- 12.1 The Authority may, from time to time, amend these Guidelines, provided that no such amendment shall be deemed to alter, affect the validity of, modify the terms of, or impair any existing Procurement Contract.
- 12.2 All purchases shall be subject to accounting review for compliance with the Procurement Guidelines and budget. Records shall be maintained for audit and Board review.

APPENDIX A

Albany County Airport Authority Procurement Approval Policy

Procurement Thresholds	Phone Quotes	Written Quotes	Req.for Proposal/ Request for Bid	Approvals (1)		ACAA Board
				CFO	CEO (2)	
Goods, Materials and Supplies						
Petty Cash				√		
\$0 - \$999	1				√	
\$1,000 - \$4,999	1				√	
\$5,000 - \$24,999		3			√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
Other Administrative Contracts						
\$0 - \$999	1				√	
\$1,000 - \$4,999	1				√	
\$5,000 - \$24,999		3			√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
Purchased Services						
\$0 - \$4,999	1				√	
\$5,000 - \$24,999		3			√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
Professional Services						
\$0 - \$24,999					√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
Construction Contracts (POs & Contracts)						
\$0 - \$29,999		3		√	√	
\$30,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
Emergency Contracts						
					* CEO Board Report Required	

(1) All approvals are cumulative, except in cases of ACAA Board approvals which shall be controlling.

(2) CEO shall be provided periodic reports for budget conformity for purchases greater than \$12,500.

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APPENDIX B
Albany County Airport Authority
CEO Approval of Contract Changes

The Chief Executive Officer (CEO) may approve a change in the total amount of a contract approved by the Authority Board where the amount of the proposed change or cumulative changes approved by the CEO do not exceed the following amounts based upon original contract size:

Original Contract Value	Maximum Contract Change Order CEO May Approve is
	Dollar Value
\$1,500,000+	\$50,000 or 2.5% *
\$1,000,000-\$1,499,999	\$37,500
\$500,000-\$999,999	\$32,000
\$250,000-\$499,999	\$25,000
\$0-\$249,999	\$20,000

* Greater of \$50,000 or 2.5%

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BLM FORM 100-1 (12-1999)
DECLARATION OF INTEREST IN LAND ACQUIRED BY THE UNITED STATES

NAME OF CLAIMANT	
ADDRESS	
CITY	
STATE	
ZIP	

DATE OF ACQUISITION	
ACQUISITION BY	
ACQUISITION FOR	
ACQUISITION OF	
ACQUISITION OF	

STATE OF _____

Amendments

- 2019-01 Section 3.5 added
The Maximum Hourly Contractor Rate for Professional Services will be equivalent to four times the highest paid ACAA employee rate.
- 2020-01 Added to Section 3.5
This article may be waived at the discretion of the CEO.
- 2021-01 Changed: Appendix A,
Goods, Materials and Supplies, phone quotes for \$1,000-\$4,999 decreased from 3 to 1.
- 2021-02 Changed: Appendix A,
Other Administrative Contracts, phone quotes for \$1,000-\$4,999 decreased from 3 to 1.
- 2021-03 Changed: Appendix A,
Purchased Services, phone quotes for \$0-\$4,999 decreased from 3 to 1.
- 2022 None.

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Old Business

New Business

Executive Session
Attorney-Client Privilege Matters