



ALBANY COUNTY AIRPORT AUTHORITY

REGULAR MEETING

AGENDA

August 7, 2023

General:

- 1. Chairman's Remarks**
- 2. Approval of Minutes:**
Regular Meeting - July 10, 2023
Special Meeting - July 17, 2023
- 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 (Construction Inspection) Professional Services Contract: Contract No. S-1153-I Construction Inspection Services for the Pre-TSA Terminal Expansion with Creighton Manning Engineering.**
 - 10.2 Negotiations - Construction Inspection - Authorization to Negotiate Construction Inspection Services for Contract 23-1146 for Airport Access Gates and Operators and Power Controls to C&S Companies**



- 10.3 Unfi Operating Permit with Delta Airlines to Provide Aircraft Cleaning and Ground Handling Services**
 - 10.4 Contract No. 1151-GC Exterior Painting of Hangar 1 – Building 112 with Quality Painters & Decorators, Inc.**
 - 10.5 Contract No. 1155-ATM for Automatic Teller Machines with Broadview Federal Credit Union**
 - 10.6 Service Contract: Professional Auditing Services Contract No. 23-1147-AUD award to: MMB + CO, 11 British American Blvd, Latham, NY 12110-1405**

 - 11. Authorization of Change Orders - None**
 - 12. Authorization of Federal and State Grants**
 - 12.1 Authorization to Accept Federal and State Funding Grants Runway 10-28 Multi-Year Project (2022 Funding Portion, Year 1 of 2)**

 - 13. Informational Only**
- 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

July 10, 2023

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday, July 10, 2023 @ 11:30 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Samuel A. Fresina with the following present:

MEMBERS PRESENT

Samuel A. Fresina
Kevin R. Hicks, Sr.
Sari M. O'Connor
John-Raphael Pichardo
Janet M. Thayer

MEMBERS ABSENT

Thomas A. Nardacci
Steven H. Heider

STAFF

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

ATTENDEES

Ray Casey, Airport Consultant
Todd Pennington, AvPorts Airport Manager
Carmiena Brooks, Assistant Airport Manager
Captain Stephen Dorsey, AvPorts - ARFF
Fire Chief Dave Cook, AvPorts – ARFF
George Penn, Director of Operations Albany County
Brian King, Million Air Manager
Kelly Melaragno, CHA Consulting, Inc.
Carl Stewart, Turner Construction
Rob Wagner, Turner Construction
CHA Intern
CHA Intern
Ray Camilli, AvPorts
Kevin Hehir, AvPorts
Jim O'Brien, AvPorts



Cameron Sagan, Public Information Officer Albany County

Chair Fresina noted that there was a quorum.

General:

1. Chairman's Remarks

2. Approval of Minutes

Ms. O'Connor moved to approve the minutes of the June 12, 2023 meeting. The motion was adopted unanimously.

Mr. Pichardo moved to approve the minutes of the June 29, 2023 meeting with the clerical error on Agenda Item cover sheet 1.1 noting the base amount of \$785,000 corrected to read \$789,000 plus Alternate No. 2 for a total bid of \$796,000 not \$792,000 as indicated on the cover sheet. Note back-up (bid tabulation to Agenda Item 1.1 reflected the correct amounts. 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 July 2023.

Kelly Melaragno, CHA Consulting, Inc., provided an update of the design of the Terminal Expansion Project.

Rob Wagner, Turner Construction, provided an update of the bid packages for the Terminal Expansion Project.

4. Chief Financial Officer Report

Mr. Zonsius presented the Financial Report for the month of July 2023.

5. Project Development

Mr. LaClair presented the Project Development report for the month of July 2023.

6. Counsel

Ms. Quinn advised we are in the final year of the five-year Use & Lease Agreements with our Signatory Airlines. She further advised the Airlines have all agreed to renew their Agreements.



7. Concessions/Ambassador Program

Ms. Chadderdon presented the Concessions/Ambassador report for the month of July 2023.

8. Public Affairs

Mr. Myers presented the Public Affairs report for the month of July 2023.

9. Business & Economic Development

Mr. Cannon advised the Master Plan Open House was a success. He also provided an airline update.

Action Items:

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

10.1 Construction Contract: Authorization to Award Construction Contract 21-1013-HVAC-E for Air Traffic Control Tower HVAC to Kasselmann Electric Co. Inc.

Mr. LaClair recommended authorization to award Contract # 21-1013-HVAC-E for the Air Traffic Control Tower HVAC to qualified low bidder Kasselmann Electric Co., Inc. of Menands, NY for \$85,737.00. He advised the contract scope includes removal of electric service to the existing non-functional HVAC equipment for the entire facility and rewiring with new equipment in coordination with the mechanical contractor. The work will need to be performed during night hours and around the FAA Tower and Tracon work schedules. Additionally temporary heating and cooling must be provided to maintain normal FAA operations. This project will be 89% Federally funded and 11% Airport funded.

Ms. O'Connor moved to approve the award Contract # 21-1013-HVAC-E for the Air Traffic Control Tower HVAC to qualified low bidder Kasselmann Electric Co., Inc. of Menands, NY for \$85,737.00. The motion was adopted unanimously.

10.2 Construction Contract: Authorization to Award Construction Contract 21-1013-HVAC-M for Air Traffic Control Tower HVAC to Collett Mechanical, Inc.



Mr. LaClair recommended authorization to award Contract # 21-1013-HVAC-M for the Air Traffic Control Tower HVAC to qualified low bidder Collett Mechanical, Inc. of Albany, New York for \$1,415,000.00. He advised the contract scope includes removal of the existing non-functional HVAC equipment for the entire facility and replacing with new equipment. Also, the work will need to be performed during night hours and around the FAA tower and Tracon work schedules. Additionally temporary heating and cooling must be provided to maintain normal FAA operations. This project will be 100% Federally funded.

Ms. O'Connor moved to approve the award Contract No. 21-1013-HVAC-M for the Air Traffic Control Tower HVAC to qualified low bidder Collett Mechanical, Inc. of Albany, NY for \$1,415,000.00. The motion was adopted unanimously.

10.3 Construction Contract: Authorization to Award Construction Contract 21-1013-R-Rebid for Air Traffic Control Tower Roof to Titan Roofing, Inc.

Mr. LaClair recommended authorization to award Contract No. 21-1013-R-Rebid for the Air Traffic Control Tower Roof to qualified low bidder Titan Roofing, Inc. in the amount of \$509,000.00. He advised the contract scope includes the complete removal of lower roof including the insulation and replacing the insulation per the latest NYS Energy Code and a new roof and safety rail system. This project will be 100% Federally funded.

Mr. Hicks moved to approve the award of Contract No. 21-1013-R-Rebid for the Air Traffic Control Tower Roof to qualified low bidder Titan Roofing, Inc. of Albany, NY in the amount of \$509,000.00. The motion was adopted unanimously.

10.4 Construction Contract: Authorization to Award Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.

Mr. LaClair recommended authorization to award Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC in the amount of \$32,796,900. He advised the contract scope includes the complete removal of the existing garage rotunda and north pedestrian walk bridge, micro pile installation, concrete and rebar for the footings, supply and erect structural steel. Additionally there will be utility relocations, traffic control and temporary queuing platform for Pre TSA passengers. This project will be 100% State funded.

Ms. O'Connor moved to approve the award of Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC. in the amount of \$32,796,900. The motion was adopted unanimously.

10.5 Construction Contract: Authorization to Award Construction Contract 1145-GC for Million Air Roof to Titan Roofing, Inc.



Mr. LaClair recommended authorization to award Construction Contract 1145-GC for the Million Air Roof replacement to Titan Roofing, Inc. in the amount of \$898,000. He advised the contract scope includes the complete removal of existing roof including the stone ballast and insulation and replacing the insulation per the latest NYS Energy Code and installing a new roof. This project will be 100% Airport funded.

Mr. Pichardo moved to approve the award of Contract No. 1145-GC for Million Air Roof Replacement to Titan Roofing, Inc. in the amount of \$898,000. The motion was adopted unanimously.

10.6 Negotiations: Professional Services Contract: Contract No. S-1153-I Construction Inspection Services for the Pre-TSA Terminal Expansion with Creighton Manning Engineering. (Construction Inspection)

Mr. LaClair recommended authorization to award Negotiations for Professional Services Contract: Contract No. S-1153-I Construction Inspection Services for the Pre-TSA Terminal Expansion with Creighton Manning Engineering. (Construction Inspection). He advised the RFQ evaluations committee met and discussed each proposal. Each committee member completed the evaluation score sheet with the criteria outlined in the RFQ document. This project will be Federal and State funded.

Mr. Hicks moved to approve the award for Negotiations Contract S-1153-I Construction Inspection Services for the Pre-TSA Terminal Expansion with Creighton Manning Engineering. (Construction Inspection). The motion was adopted unanimously.

10.7 Amend Awarded Value to Professional Services: Contract No. S-22-1139 Design Services for the New In-Line Checked Baggage Inspection System (CBIS) with VTC (Vic Thompson Company).

Mr. LaClair recommended authorization to amend the awarded value of Professional Services: Contract No. S-22-1139 Design Services for the New In-Line Checked Baggage Inspection System (CBIS) with VTC (Vic Thompson Company) to a base amount of \$1,110,377.00 (Previously approved 2/13/23, \$1,000,303.15 per TSA OTA). He advised the RFQ evaluations committee voted for award to the design firm of VTC of Arlington, Texas. VTC submitted a fee proposal which was negotiated within the TSA guidelines. The TSA supplied a revised Design proposal on March 28, 2023 after the signed OTA was received from them which added to the scope of work and changed the Final contract amount by \$110,073.90 due to increased space requirements of the TSA that will require more structural design modifications of the existing Terminal building. This agreement will be 72.5% Federally funded and 27.5% Airport funded.

Ms. O'Connor moved to approve the amended value of Professional Services: Contract No. S-22-1139 Design Services for the New In-Line Checked Baggage Inspection System (CBIS) with VTC (Vic Thompson Company) to a base amount of \$1,110,377.00 (Previously approved 2/13/23, \$1,000,303.15 per TSA OTA). The motion was adopted unanimously.



10.8 State Environmental Quality Review (SEQR)

Authorization to Accept the Draft SEQR Environmental Assessment Form (EAF) and Adopt a SEQR Negative Declaration for Runway 01 Service Road Construction **TABLED**

10.9 Service Contract: Professional Services Contract No. 23-1148 Government Banking Services award to: KeyBank, N.A., 66 South Pearl Street, Albany, NY 12207 **TABLED**

11. Authorization of Change Orders - None

12. Authorization of Federal and State Grants - None

13. Informational Only

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters

Chair Fresina made a motion to go into executive session to discuss:

ES-1 Matter of Attorney-Client Privilege - Contract

There being no further business, the meeting was adjourning at 12:45 p.m.



ALBANY COUNTY AIRPORT AUTHORITY

REGULAR MEETING

AGENDA

July 10, 2023

General:

- 3. Chairman's Remarks**
- 4. Approval of Minutes:**
Regular Meeting - June 12, 2023
Special Meeting - June 29, 2023
- 4. Communications and Report of Chief Executive Officer**

Reports:

- 4. Chief Financial Officer**
- 5. Project Development**
- 6. Counsel**
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- 8. Public Affairs**
- 9. Business & Economic Development**

Action Items:

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 - 10.2 Construction Contract: Authorization to Award Construction Contract 21-1013-HVAC-M for Air Traffic Control Tower HVAC to Collett Mechanical, Inc.**



- 10.3 **Construction Contract: Authorization to Award Construction Contract 21-1013-R-Rebid for Air Traffic Control Tower Roof to Titan Roofing, Inc.**
- 10.4 **Construction Contract: Authorization to Award Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.**
- 10.5 **Construction Contract: Authorization to Award Construction Contract 1145-GC for Million Air Roof to Titan Roofing, Inc.**
- 10.6 **Negotiations: Professional Services Contract: Contract No. S-1153-I Construction Inspection Services for the Pre-TSA Terminal Expansion with Creighton Manning Engineering. (Construction Inspection)**
- 10.7 **Amendment No. 1 to Professional Services: Contract No. S-22-1139 Design Services for the New In-Line Checked Baggage Inspection System (CBIS) with VTC (Vic Thompson Company).**
- 10.8 **State Environmental Quality Review (SEQR)**

Authorization to Accept the Draft SEQR Environmental Assessment Form (EAF) and Adopt a SEQR Negative Declaration for Runway 01 Service Road Construction
- 10.9 **Service Contract: Professional Services Contract No. 23-1148 Government Banking Services award to: KeyBank, N.A., 66 South Pearl Street, Albany, NY 12207**
- 11. **Authorization of Change Orders - None**
- 12. **Authorization of Federal and State Grants - None**
- 13. **Informational Only**

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters



Minutes a Special Meeting of the Albany County Airport Authority

July 17, 2023

Pursuant to notice duly given and posted, a Special meeting of the Albany County Airport Authority was called to order on Monday, July 17, 2023 @ 10:00 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Samuel A. Fresina with the following present:

MEMBERS PRESENT

Samuel A. Fresina
Kevin R. Hicks, Sr.
Steven H. Heider
Sari M. O'Connor
John-Raphael Pichardo

MEMBERS ABSENT

Thomas A. Nardacci
Janet Thayer

STAFF

Philip F. Calderone, Esq.
Christine C. Quinn
Matt Cannon
Michael F. Zonsius
Liz Charland
John LaClair
Margaret Herrmann
Connor Haskin
Jenn Munger

ATTENDEES

Todd Pennington, AvPorts Airport Manager
Carmiena Brooks, Assistant Airport Manager
George Penn, Director of Operations Albany County
Cameron Sagan, Albany County

Chair Fresina noted that there was a quorum.

Action Items:

- 1. Tabled Item 10.8 From July 10, 2023 Board Meeting***

State Environmental Quality Review (SEQR)



Authorization to Accept the Draft SEQR Environmental Assessment Form (EAF) and Adopt a SEQR Negative Declaration for Runway 01 Service Road Construction

Mr. Haskin recommended authorization to accept the SEQR Environmental Assessment Form and adopt a SEQR Negative Declaration for the proposed Runway 01 Service Road and associated fence relocation project pursuant to provisions of the New York State Environmental Quality Review Act. He advised the proposed action is defined as a SEQR “Type 1” and required the preparation of an Environmental Assessment. The Full Environmental Assessment is attached with a project site location map. Proposed funding has been identified with a combination of Federal, State, and Airport funds for the associated project. The proposed service road will allow access between the southeast and the southwest portions of the airfield, without leaving the secured area. This will enable enhanced security patrols and reduced operations travel time along the southern perimeter of the airfield. The proposed project impacts portions of existing wetlands located on the southern portion of the property. Necessary coordination with the Federal Aviation Administration, US Army Corps of Engineers (USACE), and NYS Department of Environmental Conservation (NYSDEC) has been undertaken. Wetland remediation and mitigation permits have been submitted and are pending issuance, dependent on the SEQR Negative Declaration. Compensatory remediation is proposed within the NYS Mohawk Valley Heritage Corridor, in cooperation with USACE and NYSDEC.

Mr. Pichardo moved to accept the SEQR Environmental Assessment Form and adopt a SEQR Negative Declaration for the proposed Runway 01 Service Road and associated fence relocation project pursuant to provisions of the New York State Environmental Quality Review Act. The motion was adopted unanimously.

2. *Tabled Item 10.9 From July 10, 2023 Board Meeting*

**Service Contract: Professional Services Contract No. 23-1148
Government Banking Services award to: KeyBank, N.A., 66 South Pearl Street Albany, NY 12207**

Mr. Zonsius recommended authorization to award Professional Services Contract No. 23-1148 Government Banking Services award to: KeyBank, N.A., 66 South Pearl Street, Albany, New York 12207 for Government Banking Services. He advised the Authority issued a Request for Proposal for Government Banking Services on May 9, 2023.

The Authority received four (4) proposals to provide said services and an evaluation committee selected KeyBank N.A. as the qualified proposer that offered the best value.



Mr. Hicks moved to approve the award Professional Services Contract No. 23-1148 for Government Banking Services and award to KeyBank, N.A., 66 South Pearl Street Albany, NY 12207. The motion was adopted unanimously.

Executive Session - Attorney-Client Privilege Matters

Chair Fresina made a motion to go into executive session to discuss:

ES-1 Matter of Attorney-Client Privilege

There being no further business, the meeting was adjourning at 10:24 a.m.



ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

AGENDA

July 17, 2023

Action Items:

1. Tabled Item 10.8 From July 10, 2023 Board Meeting

State Environmental Quality Review (SEQR)

Authorization to Accept the Draft SEQR Environmental Assessment Form (EAF) and Adopt a SEQR Negative Declaration for Runway 01 Service Road Construction

2. Tabled Item 10.9 From July 10, 2023 Board Meeting

**Service Contract: Professional Services Contract No. 23-1148
Government Banking Services award to: KeyBank, N.A., 66 South Pearl Street
Albany, NY 12207**

AGENDA ITEM NO. 3

Communications and Report of Chief Executive Officer

AGENDA ITEM NO. 4

Financials



ALBANY

INTERNATIONAL AIRPORT

Monthly Financial Report

June 2023

(dated July 24, 2023)

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July 24, 2023

ACAA Members
Philip F. Calderone, Esq.

INTRODUCTION

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

	2023 Current Year versus			
	2023	2022	2022	2022
	Month	Month	YTD	Prev.
	<u>Budget</u>	<u>Actual</u>		<u>12 Mo.</u>
Enplanements	(4.2%)	(1.2%)	5.6%	7.2%
Cargo	(1.6)	(1.5)	(2.9)	(3.7)
Operations	6.5	(4.5)	2.1	3.2

	Month	
	Jun22	Jun23
Destination Airports	22	20
Scheduled Monthly Flight	1,274	1,184
Average Daily Flights	42.5	39.2
Pax Lift (Pax Seats)	139,005	133,612
Enplanements	113,139	112,058

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 \$32,295,544 and equates to approximately 10.60 months of operating reserves (Notes to Financial Statements #2, Page 8).

Cash Position – Restricted

Restricted cash available for capital purposes is as follows:

Projects	\$ 10,160,184
Projects – PFC	9,956,476
Projects – Other	<u>1,382,853</u>
	\$21,499,513

Accounts Receivable

The Accounts Receivable balance is approximately 16.06 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	\$ 764,125	\$ 7,520,769
FBO Profit	<u>184,785</u>	<u>1,661,303</u>
	948,910	9,182,072
Other Rev/Exp (d.ser.)	266,372	1,449,455
Capital Contributions	2,330,158	5,139,394
Airline Incnt. Payts.	(17,893)	(171,365)
	<u>2,578,637</u>	<u>6,417,484</u>
	\$ 3,527,547	\$ 15,599,556*

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

Operating Revenues

Monthly operating revenues decreased approximately \$346K from the same month the prior year. YTD operating revenues increased approximately \$2,021K over the same time period the prior year.

Airport Operating Expenses

Monthly operating expenses were approximately \$2,741K and \$2,266K for 2023 and 2022, respectively. YTD operating expenses were \$15,952K and \$14,959K for 2023 and 2022, respectively.

AIRPORT OPERATING BUDGET

Monthly airport operating revenues were favorable by approximately \$24K, due in large part to the increases in parking and terminal space rental revenue. Monthly airport operating expenses compared to budget were favorable by approximately \$202K.

YTD airport operating revenues were favorable by approximately \$2,583K. YTD airport operating expense were favorable by approximately \$1,708K.

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:

	2023 Current Year versus			
	2023 Budget	2022 Month	2022 YTD	2022 Prev. 12 Mo.
JetA (gals)	(13.8%)	(16.8%)	(1.3%)	(7.4%)
AvGas (gals)	106.5	45.9	22.2	36.1

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

The FBO had operating profits of \$184K and \$1,661K, for the month and year-to-date, respectively, both favorable as compared to the budget.

Monthly FBO operating revenues were unfavorable to budget by approximately \$190K. Monthly FBO COGS (cost of goods sold-fuel) compared to budget were favorable by approximately \$211K. Monthly FBO operating expenses compared to budget were favorable by approximately \$60K.

YTD FBO operating revenues were favorable to budget by approximately \$899K, due in large part to Deicing Services. YTD FBO COGS (cost of goods sold-fuel) compared to budget were unfavorable by approximately \$103K. YTD FBO operating expenses compared to budget were favorable by approximately \$244K.

PASSENGER AIRLINE SCHEDULES

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

		Begin	+	-	End
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)	265
Jan23	(week#23-04)	265	19	(15)	269
Feb23	(week#2308)	269	36	(3)	302
Mar23	(week#2312)	302	8	(13)	297
Apr23	(week#2316)	297	12	(9)	300
May23	(week#2321)	300	6	(16)	290
Jun23	(week#2325)	290	16	(28)	278
Jul23	(week#2330)	278	28	-	306
Aug23	(week#2334)	306	2	(9)	299

PROJECTIONS

2022 and 2023 enplanement projections are as follows:

	2023	2024
Jan 2023	1,400,000	1,450,000
Feb2023	1,400,000	1,450,000
Mar 2023	1,400,000	1,450,000
Apr 2023	1,375,000	1,450,000
May2023	1,350,000	1,450,000
Jun 2023	1,340,000	1,400,000
Jul 2023	-	-
Aug 2023	-	-
Sep 2023	-	-
Oct 2023	-	-
Nov 2023	-	-
Dec2023	-	-

BOND RATINGS

Apr21	Moody's	A3	Stable
Jul22	Moody's	A2	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
Thru Week 50	184	-	(3)	181
Thru Week 23-02	181	-	(2)	179
Thru Week 23-06	179	-	-	181
Thru Week 23-10	181	4	(1)	184
Thru Week 23-18	184	13	11	186
Thru Week 23-22	186	5	3	188
Thru Week 23-28	188	2	5	185

(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
Oct22	13.8	4.9	30.9	39.8	40.0	53.1
Nov22	8.4	3.3	28.5	35.7	32.8	41.6
Dec22	5.8	(0.4)	26.2	32.2	26.2	32.2
Jan23	26.8		26.8		23.8	
Feb23	17.5	15.7	22.6	18.4	20.6	18.9
Mar23	9.7	0.6	17.5	13.6	17.0	17.0
Apr23	7.1	(2.7)	14.4	8.7	14.1	12.1
May23		2.2		7.2		9.5

* 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)
Oct22	(5.7)	(5.6)	(3.9)	(10.0)	(2.8)	(8.3)
Nov22	(3.4)	(0.8)	(3.8)	(9.2)	(3.4)	(8.4)
Dec22	(9.2)	(3.0)	(4.2)	(8.5)	(4.2)	(8.5)
Jan23	(7.7)	(7.7)	(7.7)	(7.7)	(4.2)	(8.0)
Feb23	(6.7)	(10.3)	(7.5)	(9.4)	(5.0)	(9.4)
Mar23	(8.5)	(2.0)	(7.9)	(6.2)	(5.8)	(8.1)
Apr23	(11.0)	(2.4)	(8.7)	(5.2)	(6.0)	(6.1)
May23		4.6		(3.2)		(4.1)

* adjusted

Albany County Airport Authority
Statements of Net Position

	Unaudited June 30, 2022	Unaudited June 30, 2023
<u>ASSETS</u>		
CURRENT ASSETS		
Unrestricted Assets		
Cash and cash equivalents	\$ 6,450,059	\$ 11,315,406
Development Fund	17,073,788	20,980,138
Accounts Receivable - net	635,531	2,565,177
Lease Receivable	2,683,477	2,567,186
Prepaid Expenses	841,797	1,341,248
Total Unrestricted Assets	27,684,652	38,769,155
Restricted Assets		
Operating and Renewal Reserves	7,290,778	8,283,762
CFC Funds	449,995	459,638
Capital Funds	8,472,617	10,160,184
PFC Funds	9,204,845	9,956,476
Revenue Bond Funds	10,954,641	11,267,572
FAA Restricted Funds	204,043	208,415
Concession Improvement Funds	699,804	714,800
Total Restricted Assets	37,276,723	41,050,847
Total Current Assets	64,961,375	79,820,002
NON-CURRENT ASSETS		
Capital Assets	277,999,447	273,723,538
Lease Receivable	20,212,167	18,404,031
Prepaid Expenses	209,668	194,232
Total Non-Current Assets	298,421,282	292,321,801
Total Assets	363,382,657	372,141,803
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Refunding	1,344,959	959,399
OPEB Expenses	391,588	1,025,989
Pension Expenses	1,136,675	1,048,107
Total Deferred Outflows of Resources	2,873,222	3,033,495
TOTAL ASSETS AND DEFERRED OUTFLOWS	366,255,879	375,175,298
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Payable from Unrestricted Assets	2,425,894	5,999,697
Payable from Restricted Assets	12,125,875	12,355,044
Total Current Liabilities	14,551,769	18,354,741
NON-CURRENT LIABILITIES		
Bonds and other debt obligations	68,233,168	59,817,198
Net OPEB Liability	5,779,438	6,144,431
Net Pension Liability - proportionate share	152,327	(189,100)
Total Non-Current Liabilities	74,164,933	65,772,529
Total Liabilities	88,716,702	84,127,270
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Concession Improvement Funds	741,244	835,598
OPEB Expenses	1,156,601	1,275,576
Pension Expenses	1,093,887	1,246,137
Leases	22,400,114	20,221,742
Total Deferred Inflows of Resources	25,391,846	23,579,053
<u>NET POSITION</u>		
Invested in Capital Assets, net of Related Debt	210,471,279	215,735,782
Restricted	25,091,005	27,110,961
Unrestricted	16,585,047	24,622,232
Net Position	252,147,331	267,468,975
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION		
	\$ 366,255,879	\$ 375,175,298

Albany County Airport Authority
2023 Summary of Revenues, Expenses and Net Results
For the six months ended June 30, 2023

	Current Month			Year to Date		
	2023 Budget	2022 Actual	2023 Actual	2023 Budget	2022 Actual	2023 Actual
AIRPORT OPERATING REVENUES						
Airline	\$ 953,595	\$ 1,089,751	\$ 1,283,541	\$ 5,721,572	\$ 6,449,178	\$ 7,732,821
Non-Airline	2,527,970	2,492,222	2,221,939	15,167,817	15,002,387	15,740,234
Total Revenues	3,481,565	3,581,973	3,505,480	20,889,389	21,451,565	23,473,055
AIRPORT OPERATING EXPENSES						
Personal Services	962,888	723,532	1,104,539	5,777,328	4,930,333	5,255,726
Employee Benefits	493,446	390,996	456,532	2,960,673	2,483,172	2,699,526
Utilities & Communications	201,463	176,409	159,913	1,208,776	1,434,640	1,534,272
Purchased Services	550,841	433,068	503,426	3,305,045	2,543,393	2,804,283
Material & Supplies	499,112	435,161	333,255	2,994,670	2,667,732	2,460,021
Office	89,557	35,140	68,552	537,339	335,822	366,286
Administration	82,372	64,918	93,319	494,233	463,418	544,533
Non-Capital Equipment	63,625	6,999	21,819	381,750	100,822	287,639
Total Expenses	2,943,304	2,266,223	2,741,355	17,659,814	14,959,332	15,952,286
AIRPORT OPERATING RESULTS	538,261	1,315,750	764,125	3,229,575	6,492,233	7,520,769
FBO OPERATING RESULTS	103,663	248,526	184,785	621,977	1,355,402	1,661,303
TOTAL OPERATING RESULTS	641,924	1,564,276	948,910	3,851,552	7,847,635	9,182,072
OTHER REVENUES (EXPENSES)						
Interest Earnings	117,119	16,316	142,969	702,716	41,041	765,123
Passenger Facility Charges	374,992	303,367	303,456	2,249,950	1,820,202	1,820,736
ACAA Debt Service	(835,222)	(835,018)	(835,222)	(5,011,319)	(5,010,108)	(5,011,332)
Grant Income	435,871	11,400	624,469	2,615,228	68,780	3,355,728
Insurance Recoveries	-	-	-	-	-	335,000
Improvement Charges	-	30,700	30,700	-	184,200	184,200
Total Other Revenues(Expenses)	92,760	(473,235)	266,372	556,575	(2,895,885)	1,449,455
INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS	734,684	1,091,041	1,215,282	4,408,127	4,951,750	10,631,527
AIRLINE INCENTIVES	(33,333)	(19,030)	(17,893)	(200,000)	(120,874)	(171,365)
CAPITAL CONTRIBUTIONS	-	18,884	2,330,158	-	134,828	5,139,394
INCREASE (DECREASE) IN NET POSITION	\$ 701,351	\$ 1,090,895	\$ 3,527,547	\$ 4,208,127	4,965,704	15,599,556
NET POSITION, BEGINNING OF PERIOD					247,181,627	251,869,419
NET POSITION, END OF PERIOD					\$ 252,147,331	\$ 267,468,975
RECONCIATION TO AIRLINE FUNDS REMAINING:						
NET RESULTS BEFORE RESERVES	734,684	1,091,041	1,215,282	4,408,127	4,951,750	10,631,527
Less: Capital Improvements	(287,072)	(275,000)	(287,072)	(1,722,429)	(1,650,000)	(1,722,429)
Less: Reserve Requirements	(71,443)	(43,789)	(71,443)	(428,657)	(262,734)	(428,657)
NET RESULTS	376,170	772,252	856,768	2,257,042	3,039,016	8,480,442
Revenue Sharing:						
Transfer to/from Airlines (50%)	188,085	386,126	428,384	1,128,521	1,519,508	4,240,221
Authority Share (50%)	188,085	386,126	428,384	1,128,521	1,519,508	4,240,221
Less: Airline Incentives	(33,333)	(19,030)	(17,893)	(200,000)	(120,874)	(171,365)
Net Authority Share	\$ 154,752	\$ 367,096	\$ 410,491	\$ 928,521	\$ 1,398,634	\$ 4,068,856

Albany County Airport Authority
Operating Revenues
For the six months ended June 30, 2023

	Current Month			Year to Date		
	2023 Budget	2022 Actual	2023 Actual	2023 Budget	2022 Actual	2023 Actual
AIRLINE REVENUES						
COMMERCIAL						
Landing Fees-Signatory	\$ 467,201	\$ 447,181	\$ 541,832	\$ 2,803,207	\$ 2,441,139	\$ 3,056,761
Landing Fees-Non Signatory	5,230	0	0	31,380	0	0
Airline Apron Fees	72,926	65,412	69,361	437,557	392,474	416,164
Glycol Disposal Fee	25,120	0	0	150,718	172,817	232,118
CARGO						
Landing Fees-Signatory	0	50,231	57,709	0	283,561	336,199
Landing Fees-Non Signatory	0	4,011	3,142	0	21,669	19,837
TERMINAL						
Loading Bridges	59,389	48,040	59,389	356,337	288,239	356,337
Space Rental	322,979	473,853	552,108	1,937,874	2,843,118	3,312,651
Non-Signatory Per Turn Fee	750	1,023	0	4,500	6,161	2,754
TOTAL AIRLINE REVENUES	953,595	1,089,751	1,283,541	5,721,572	6,449,178	7,732,821
NON-AIRLINE REVENUES						
AIRFIELD						
Tenant Maintenance	2,500	996	0	15,000	47,831	22,491
Total Airfield	2,500	996	0	15,000	47,831	22,491
TERMINAL						
Utility Reimbursement	2,000	3,798	3,720	12,000	16,909	18,797
Tenant Maintenance	1,713	0	350	10,280	0	4,150
Space Rent - Non Airline	73,160	69,634	18,851	438,958	418,169	113,715
Space Rent - Fixed Non Airline	0	0	47,130	0	0	282,777
Food & Beverage	83,125	104,669	91,593	498,750	539,043	595,601
Retail	73,625	77,182	55,583	441,750	402,624	450,767
Advertising	9,050	8,190	0	54,300	54,397	0
ATM	1,650	(126,569)	1,450	9,900	7,275	10,080
Operating Permits	18,300	46,465	0	109,800	164,065	150,901
Vending Machines	2,328	2,057	0	13,965	11,259	7,561
Baggage Cart Rentals	1,306	1,638	1,449	7,838	6,950	6,608
Total Terminal	266,257	187,064	220,126	1,597,540	1,620,693	1,640,956
GROUND TRANSPORTATION						
Parking	1,329,295	1,163,464	1,181,265	7,975,770	8,264,970	8,954,273
Rental Cars	427,500	681,973	389,213	2,565,000	2,287,261	2,234,603
Access Fees	17,136	14,132	913	102,814	86,589	89,807
TNCs	20,188	25,832	0	121,125	111,556	127,396
Garage Space Rent	8,376	8,445	6,911	50,257	50,672	41,467
Garage Kiosk Rent	0	0	1,800	0	0	10,800
Total Ground Transportation	1,802,494	1,893,847	1,580,102	10,814,966	10,801,047	11,458,346
OTHER AIRPORT						
Telephone System - Tenants	3,496	4,497	4,451	20,973	26,843	26,545
Building Rental	11,686	11,517	6,475	70,118	68,340	64,680
Control Tower Rental	67,983	55,481	64,595	407,901	332,888	387,572
Air Cargo Facility	43,750	41,485	44,509	262,500	241,273	256,975
State Executive Hangar	103,924	103,924	103,924	623,541	623,541	623,541
T Hangars	10,937	11,728	11,844	65,625	67,127	75,893
Tie Downs	241	248	252	1,446	1,490	1,513
AV Gas Fuel Sales	0	0	0	0	140	0
Industrial Park	44,617	47,903	48,731	267,700	287,027	272,600
Land Rental	36,640	48,384	40,720	219,841	288,607	247,134
Eclipse Hangar	25,141	25,141	26,157	150,848	150,848	156,942
Hangar Rental	82,332	46,812	49,508	493,991	278,722	294,833
Antenna Space Rental	0	0	6,827	0	0	40,961
Internet and Cable Access	775	275	275	4,650	2,650	2,650
Fingerprinting	2,083	3,266	2,096	12,500	18,793	17,402
Tenant Maintenance	167	0	0	1,000	0	0
Ebay/Scrap/Equipment Sales	417	57	0	2,500	1,517	917
Utility Reimbursement	13,750	8,991	6,822	82,500	111,833	111,691
Reimb of Property Taxes	2,113	0	0	12,678	14,339	26,819
Other	6,667	606	4,526	40,000	16,839	9,769
Total Other Airport	456,718	410,314	421,711	2,740,311	2,532,815	2,618,440
TOTAL NON AIRLINE REVENUES	2,527,970	2,492,222	2,221,939	15,167,817	15,002,387	15,740,234
TOTAL REVENUES	\$ 3,481,565	\$ 3,581,973	\$ 3,505,480	\$ 20,889,390	\$ 21,451,564	\$ 23,473,055

Albany County Airport Authority
FBO Results
For the six months ended June 30, 2023

	Current Month			Year to Date		
	2023 Budget	2022 Actual	2023 Actual	2023 Budget	2022 Actual	2023 Actual
REVENUES						
Retail Fuel						
Jet A Fuel Sales	\$ 505,000	\$ 683,783	\$ 449,913	\$ 3,030,000	\$ 3,337,421	\$ 2,830,617
AvGas Fuel Sales	21,233	48,997	55,178	127,400	183,379	198,631
Commercial AvGas Fuel Sales	1,750	546	2,062	10,500	9,532	8,498
Auto & Diesel Fuel Sales	19,583	15,821	12,972	117,500	146,235	136,518
Retail Fuel Sales	547,567	749,148	520,125	3,285,400	3,676,567	3,174,264
Into Plane Fees	45,000	62,350	58,160	270,000	349,020	365,015
Fuel Farm Fees	57,625	78,468	68,574	345,750	415,526	418,181
General Aviation Landing Fees	25,000	31,993	32,131	150,000	143,448	186,133
Aircraft Parking Fees	42,298	60,480	48,509	253,786	247,210	281,647
Deicing Services	180,254	0	0	1,081,525	1,053,702	1,887,685
FBO Properties	44,913	45,294	25,151	269,478	199,137	184,166
FBO Services	8,750	9,243	9,134	52,500	52,065	110,120
TOTAL REVENUES	951,406	1,036,976	761,785	5,708,439	6,136,676	6,607,211
COST OF SALES						
Fuel Costs - Jet A	274,167	398,640	209,572	1,645,000	1,780,522	1,448,111
Fuel Discounts - Jet A	33,333	16,447	9,746	200,000	118,555	77,609
Fuel Costs - SAF	0	0	0	0	0	0
Fuel Costs - AvGas	15,102	36,996	40,266	90,610	132,434	156,326
Fuel Discounts - AvGas	370	688	2,335	2,217	3,755	5,341
Fuel Costs - Commercial AvGas	1,250	428	1,741	7,500	7,463	7,112
Fuel Costs - Auto & Diesel	10,000	10,937	9,533	60,000	107,924	106,959
Total Fuel Costs	334,221	464,134	273,194	2,005,327	2,150,653	1,801,459
Deicing Costs - Type I & IV	153,998	0	0	923,989	691,288	1,211,712
Customs Garbage, Oil & Other	375	0	4,700	2,250	0	21,849
Total Cost of Sales	488,594	464,134	277,894	2,931,566	2,841,941	3,035,020
Net Operating	462,812	572,841	483,891	2,776,873	3,294,735	3,572,192
CATEGORY						
Personal Services						
Salaries	151,014	104,959	127,486	906,087	669,885	794,428
Overtime	17,116	16,555	22,899	102,698	76,942	134,615
Total Personal Services	168,131	121,514	150,385	1,008,784	746,827	929,043
Employee Benefits	59,282	37,869	35,751	355,693	235,174	251,682
Utilities & Communications	6,782	7,098	4,835	40,694	62,901	63,233
Purchased Services	51,764	37,966	21,462	310,584	271,483	213,154
Materials & Supplies						
Buildings	9,384	22,887	3,373	56,303	167,368	61,943
Grounds	3,167	0	0	19,000	2,138	3,480
Vehicles	39,058	59,083	41,003	234,346	234,896	196,225
Total Materials & Supplies	51,608	81,970	44,375	309,649	404,402	261,648
Administrative Expenses	13,497	37,898	26,111	80,984	195,960	175,941
Non-Capital Equipment	8,085	0	16,187	48,509	22,586	16,187
TOTAL EXPENSES	359,149	324,315	299,106	2,154,896	1,939,333	1,910,889
FBO Net Direct Cost	\$ 103,663	\$ 248,526	\$ 184,785	\$ 621,977	\$ 1,355,402	\$ 1,661,303

ALBANY COUNTY AIRPORT AUTHORITY
Airport and FBO Operating Variances
YTD Budget vs. Actual
For the 5 month period ending June 30, 2023

		Budget	Actual	Variance	
Airport Operating Revenue					
31	03011	Long Term Parking	5,949,375	7,249,508	1,300,133
31	01035	Glycol Disposal Fee	100,479	232,118	131,640
31	02052	Food & Beverage Concession	498,750	595,601	96,851
31	03010	Short Term Parking	555,750	617,198	61,448
31	02062	Operating Permits	91,500	150,901	59,401
31	02010	Airline Space Rental	2,428,487	2,476,092	47,604
31	03024	Off-Airport Parking Facilities	35,625	67,354	31,729
31	03405	Utility Reimbursements	82,500	111,691	29,191
31	01050	Land Rental	219,841	247,134	27,294
31	03027	TNCs	100,938	127,396	26,458
31	03410	Reimbursement of Property Taxes	2,113	26,819	24,706
31	03500	Tenant Maintenance	14,353	26,641	12,288
31	03022	Hotels	4,875	15,600	10,725
31	03100	T-Hangar Rentals	65,625	75,893	10,269
31	02053	Retail Concession	441,750	450,767	9,017
31	02025	Utility Reimbursement	12,000	18,797	6,797
31	01075	Eclipse Hangar Rental	150,848	156,942	6,094
31	09001	Fingerprinting	12,500	17,402	4,902
31	03300	Industrial Park	267,700	272,600	4,900
31	02100	Telephone - Monthly Service	20,973	25,587	4,614
31	03021	Limousines	3,919	6,347	2,429
31	02105	Telephone - Monthly Usage	0	958	958
31	02030	Non Signatory Per Turn Fee	2,250	2,754	504
31	02064	ATM Income	9,900	10,080	180
31	09008	Ebay/Scrap/Equipment Sales	833	917	84
31	03200	Tie Downs	1,446	1,513	67
31	02012	Baggage Claim Room	836,559	836,559	0
31	01071	Hangar Maintenance NYS Executive	62,000	62,000	0
31	02011	Rental of Boarding Bridges	356,337	356,337	0
31	02057	Baggage Cart Concession	7,838	6,608	(1,230)
31	02056	Vending Machine Concession	9,310	7,561	(1,749)
31	02063	Internet & Cable Access	4,650	2,650	(2,000)
31	01060	Building Rental	70,118	64,680	(5,437)
31	01065	NE Quad Cargo Facility	262,500	256,975	(5,525)
31	03040	Garage Space Rent	50,257	41,467	(8,790)
31	03020	Contract Taxi	14,260	506	(13,754)
31	01055	Control Tower Rental	407,901	387,572	(20,329)
31	03014	Employee Parking	45,645	24,635	(21,010)
31	01021	Apron Parking Fees - Commercial	437,557	416,164	(21,393)
31	09005	Miscellaneous Income	40,000	9,769	(30,231)
31	01010	Landing Fees - Commercial/Signatc	3,135,000	3,056,761	(78,239)
31	01070	Hanger Rental NYS Executive Hanç	1,055,533	856,375	(199,158)
31	02020	Non-Airline Space Rental	438,958	113,715	(325,244)
31	02051	Rental Car Concession	2,565,000	2,234,603	(330,397)
31	03013	Economy Parking	1,425,000	1,062,648	(362,352)
			22,298,749	22,782,196	483,447
FBO Operating Revenue					
31	01540	Deicing Services-GA Retail	383,925	1,142,816	758,891
31	01541	Deicing Type I - Consortium	244,350	534,263	289,913
31	01520	Into Plane Revenues	270,000	365,015	95,015
31	01542	Deicing Type IV - Sprayed	20,987	98,473	77,486
31	01521	Fuel Farm Revenues	345,750	418,181	72,431
31	01511	AvGas Fuel Sales	127,400	198,631	71,231
31	01550	Customer Services	52,500	110,120	57,620
31	01543	Deicing Type IV - Consortium	56,450	112,132	55,682
31	01530	GA Landing Fees	150,000	186,133	36,133
31	01535	GA Parking Fees	253,786	281,647	27,861
31	01513	Diesel Fuel Sales	75,000	94,104	19,104
31	01512	Auto Gas Fuel Sales	42,500	42,414	(86)
31	01514	AvGas Fuel Sales-Commercial	8,750	8,498	(252)
31	01545	Properties	269,478	184,166	(85,312)
31	01510	Jet A Fuel Sales	3,030,000	2,830,617	(199,383)
			5,330,876	6,607,211	1,276,335
			27,629,626	29,389,408	1,759,782

ALBANY COUNTY AIRPORT AUTHORITY
Airport and FBO Operating Variances
YTD Budget vs. Actual
For the 5 month period ending June 30, 2023

			Budget	Actual	Variance
Airport Operating Expenses					
Salaries Expense					
34	11000	Salaries	5,233,609	4,702,968	530,641
34	11005	Part Time/Seasonal Salaries	101,751	55,768	45,983
34	12020	Overtime 2.0	17,423	25,478	(8,055)
34	12010	Overtime 1.5	302,268	469,643	(167,375)
			5,655,050	5,253,856	401,194
Other Employee Expenses					
35	26030	Workers Compensation	310,816	197,307	113,509
35	22000	Health Insurance	1,547,143	1,491,406	55,737
35	26020	Unemployment Insurance	90,414	45,625	44,789
35	21000	Social Security	422,594	393,422	29,172
35	25000	Uniforms & Laundry	28,887	14,839	14,048
35	23000	Health Insurance - AFLAC	3,249	3,009	241
35	22105	Other Post Employment Benefits (O	87,297	87,297	0
35	24010	Employee EAP Program	81	613	(532)
35	22300	Health Insurance - Vision	3,459	4,940	(1,481)
35	22200	Dental Insurance	18,512	20,013	(1,501)
35	25005	Uniform Purchases	12,853	15,122	(2,269)
35	24000	Medical Exams/Abstracts	8,083	10,699	(2,616)
35	29001	Retirement	132,067	149,289	(17,222)
35	29000	NYS Retirement	160,654	178,263	(17,608)
35	26010	Disability Insurance	61,397	87,682	(26,285)
			2,887,507	2,699,526	187,981
Utilities					
36	36020	Telephone Repairs	14,884	2,751	12,133
36	36032	Internet Access	37,050	28,924	8,126
36	36030	Telephone-Cellular	27,000	21,023	5,977
36	36010	Telephone Charges-Local	8,400	5,571	2,829
36	36016	Telephones-Monthly Usage	1,500	8	1,492
36	36060	Cable Television	2,280	1,429	851
36	36011	Telephone Charges-Long Distance	750	249	501
36	36012	Telephone - Sheriff	2,050	2,017	33
36	36015	Telephones-Monthly Service	7,418	8,407	(989)
36	34000	Sewer	7,625	38,429	(30,804)
36	35000	Water	8,046	55,435	(47,389)
36	33000	Natural Gas	119,159	181,256	(62,098)
36	31000	Electric	879,125	1,182,839	(303,714)
			1,115,286	1,528,339	(413,053)
Purchased Services					
37	44000	Public Safety	1,445,271	1,338,903	106,368
37	49060	Code Enforcement	48,417	(25,483)	73,900
37	49020	Engineering Services	33,333	1,589	31,744
37	42010	Airport Liability Insurance	70,073	39,904	30,169
37	46010	Public Relations	50,000	25,375	24,625
37	46012	Artistic Exhibits	50,838	29,642	21,195
37	45000	Janitorial Services	365,250	345,936	19,314
37	42060	Property Insurance	146,606	131,515	15,091
37	46020	Passenger Info Booth	75,564	64,187	11,378
37	42041	Environmental Liability	23,717	17,775	5,942
37	41010	Financial Services	66,667	63,584	3,083
37	43000	Legal Services	8,333	5,937	2,396
37	42080	Cyber Liability Insurance	26,584	25,017	1,567
37	42070	Public Official Liability	22,623	21,525	1,097
37	42090	Fiduciary Liability	465	0	465
37	42065	Crime Insurance	4,041	4,076	(35)
37	44010	Armored Car Service	2,178	2,386	(208)
37	42020	Automotive Insurance	39,365	39,992	(627)
37	47010	GIS Services	2,000	2,684	(684)
37	42075	Violent and Malicious Acts	5,643	7,985	(2,342)
37	42093	Agency Fee	22,500	27,264	(4,764)
37	42095	Insurance Claims	2,083	10,705	(8,622)
37	45010	Refuse Removal Services	34,507	44,179	(9,673)
37	44030	Employee Shuttle Service	1,042	12,500	(11,458)
37	47000	Special Studies	8,750	20,800	(12,050)
37	49015	Consultant	24,000	37,969	(13,969)

		Budget	Actual	Variance	
37	49040	Professional Management	212,500	243,750	(31,250)
37	44005	Perimeter Security	108,891	238,806	(129,915)
			2,901,238	2,778,503	122,735
Material & Supplies					
38	52051	Control Tower Maintenance	278,000	104,693	173,307
38	52060	Building Maintenance	371,250	205,612	165,638
38	52033	HVAC	132,542	69,218	63,324
38	52062	Janitorial Supplies	128,936	83,063	45,873
38	52012	Card Access System	60,833	33,031	27,803
38	54021	Vehicle Repair & Maintenance	42,000	17,856	24,145
38	52050	US Customs	24,300	500	23,800
38	52035	Plumbing Repairs & Supplies	46,083	24,347	21,736
38	52013	CCTV Repair	25,000	12,256	12,744
38	52037	Pest Control	33,227	21,601	11,626
38	51011	Airfield Lighting	50,000	38,907	11,093
38	54040	Heavy Equipment Maintenance	30,000	20,868	9,132
38	54015	CNG Fuel	11,500	3,907	7,593
38	52090	Flight Information Displays	7,308	266	7,043
38	52063	Window Washing	17,867	11,099	6,767
38	53030	Pavement Repairs	25,000	18,367	6,633
38	54030	General Equipment Repair & Mainte	35,417	31,487	3,930
38	51030	EMS Supplies	5,200	2,477	2,723
38	54045	ARFF Vehicle Repair & Maintenanc	9,000	6,692	2,308
38	52014	Key Access System	2,750	1,214	1,536
38	51010	Fencing	750	65	685
38	52080	Sign Expense	542	225	316
38	52036	Automatic Door Repairs & Supplies	667	458	209
38	53041	Traffic Light Repairs	1,000	840	160
38	52041	Fire Equipment Testing	1,641	1,590	51
38	53085	Land Lease	7,718	7,718	0
38	53060	Dump Fees - Landfill	2,167	2,418	(252)
38	52071	ID Tags	15,000	15,489	(489)
38	53040	Sign Expense	2,208	2,725	(517)
38	51032	Hazardous Material Supplies	833	1,429	(595)
38	51055	Water District Charges	12,500	13,129	(629)
38	54022	Vehicle Communication Equipment	1,967	2,876	(910)
38	52020	Baggage System	18,750	19,824	(1,074)
38	52040	Fire Equipment Services	2,162	4,223	(2,061)
38	51054	Sewer District Charges	2,625	5,000	(2,375)
38	54060	Mower Repair & Maintenance	7,000	10,831	(3,831)
38	52034	Roof	6,167	11,230	(5,063)
38	54011	Diesel Fuel	77,333	83,008	(5,675)
38	53051	NYS Police Hangar Maintenance	62,500	68,490	(5,990)
38	51016	Runway Painting	3,750	10,400	(6,650)
38	51052	Wastewater Conveyance	625	7,500	(6,875)
38	52059	Storage Space Rental	3,125	10,247	(7,122)
38	51031	ARFF Supplies	37,317	44,859	(7,542)
38	52032	Elevator Repair & Supplies	57,500	65,346	(7,846)
38	54012	Oil / Grease	9,792	18,459	(8,667)
38	51017	Airfield Shop Supplies	11,250	21,842	(10,592)
38	53071	Wildlife Hazard Management	11,667	22,456	(10,789)
38	54070	Vehicle Shop Tools & Supplies	22,500	33,815	(11,315)
38	51057	System Maintenance & Repairs	100,000	118,932	(18,932)
38	54010	Gasoline	40,000	58,950	(18,950)
38	53090	T-Hangar Maintenance	4,750	27,829	(23,079)
38	54013	Vehicle/Equipment Tires	8,917	33,195	(24,278)
38	52031	Electrical Repairs & Supplies	110,042	142,979	(32,937)
38	52010	Alarm & PA Systems	34,708	72,882	(38,173)
38	54050	Snow Equipment Repair & Maintena	45,000	90,135	(45,135)
38	51019	Snow Removal Supplies	102,496	151,677	(49,180)
38	51015	Apron Maintenance	14,750	64,653	(49,903)
38	51053	Electric	50,000	105,896	(55,896)
38	53048	Snow Removal Supplies	5,500	62,178	(56,678)
38	53010	Landscaping	41,458	109,461	(68,003)
38	53050	Snow Removal Contract Svces	96,333	184,549	(88,215)
			2,371,223	2,417,266	(46,044)
Office/Administration					
39	66010	Training / Travel	49,232	28,263	20,969
39	55015	Hardware/Software Maint Support	255,354	243,537	11,818
39	55070	Payroll Services	21,250	16,908	4,342
39	66013	Function Refreshments	6,250	2,847	3,403
39	55040	Postage	4,500	1,886	2,614
39	66012	Authority Management Travel & Edu	11,800	11,397	403
39	55010	Office Equipment Rental	7,139	6,772	368
39	55012	Office Equipment Service Agreeemer	3,768	3,405	363
39	55020	Office Furniture & Fixtures	1,750	1,599	151

		Budget	Actual	Variance	
39	55030	Outside Printing Services	67	351	(284)
39	55050	Reference Materials	425	970	(545)
39	55060	Office Supplies	12,347	13,021	(674)
39	55014	Computer Systems	16,925	17,652	(727)
39	66020	Tuition Reimbursement	208	1,785	(1,577)
39	55032	Printing Outside Services	8,333	9,926	(1,592)
39	66062	Bank & Paying Agent Fees	1,167	4,035	(2,868)
39	66080	Airline Incentive Expenses	166,667	171,365	(4,699)
39	66030	Advertising - Public Meetings	10,167	16,738	(6,571)
39	66050	Property Taxes	3,167	11,089	(7,923)
39	66000	Dues & Subscriptions	24,430	47,316	(22,886)
39	66061	EZ Pass Fees	60,000	82,958	(22,958)
39	55016	Computer Equipment	12,421	49,536	(37,115)
39	66060	Credit Card Service Charges	275,000	336,549	(61,549)
			952,365	1,079,902	(127,536)
<u>Non-Capital Equipment</u>					
41	83000	Equipment	66,625	165,372	(98,747)
			66,625	165,372	(98,747)
			(15,949,295)	(15,922,765)	(26,530)

FBO Operating Expenses**Cost of Good Sold (FBO)**

32	51101	Fuel Costs - Jet A	1,645,000	1,448,111	196,889
32	51102	Jet A Discounts	200,000	77,609	122,391
32	51108	Fuel Costs-AvGas Commercial	7,500	7,112	388
32	51125	Oil	208	699	(491)
32	51104	AvGas Discounts	1,848	5,341	(3,494)
32	51107	Fuel Costs - Diesel	60,000	71,001	(11,001)
32	51105	Fuel Costs - Auto Gas	0	35,959	(35,959)
32	51113	Deicing Type IV - Consortium	56,450	112,421	(55,971)
32	51112	Deicing Type IV - Sprayed	20,887	85,834	(64,948)
32	51103	Fuel Costs - AvGas	90,610	156,326	(65,716)
32	51110	Deicing Type I - Sprayed	294,306	451,216	(156,910)
32	51111	Deicing Type I - Constortium	244,350	562,242	(317,892)
			2,621,159	3,013,870	(392,711)

Salaries Expense

34	11000	Salaries	906,087	794,428	111,658
34	12010	Overtime 1.5	102,698	134,615	(31,917)
			1,008,784	929,043	79,741

Other Employee Expenses

35	22000	Health	243,465	145,739	97,726
35	21000	Social Security	76,544	70,045	6,499
35	26020	Unemployment Insurance	14,384	9,756	4,628
35	25000	Uniforms & Laundry	3,325	1,698	1,627
35	29001	Retirement	8,379	7,403	976
35	24000	Medical Exams	125	990	(865)
35	26010	NYS Disability	39	928	(889)
35	25005	Uniform Purchases	2,917	15,123	(12,206)
			349,177	251,682	97,495

Utilities

36	36033	Wireless	1,429	1,531	(103)
36	36035	Radio Communications	34	426	(392)
36	35000	Water	167	1,824	(1,657)
36	36060	Cable Television	1,102	4,298	(3,196)
36	33000	Natural Gas	13,400	22,279	(8,879)
36	31000	Electric	18,708	31,244	(12,536)
			34,839	61,602	(26,763)

Purchased Services

37	42010	Airport Liability	45,171	0	45,171
37	42060	Property Insurance	21,000	11,572	9,428
37	46010	Public Relations	17,500	17,500	0
37	45010	Refuse Removal Services	1,104	2,269	(1,165)
37	49040	Professional Management	118,117	119,529	(1,412)
37	42095	Insurance Claims	1,667	5,000	(3,333)
37	42041	Environmental Liability	15,811	22,863	(7,052)
			220,370	178,732	41,638

Material & Supplies

38	54040	Heavy Equipment Maintenance	60,750	57,451	3,299
38	53078	Liquid Waste Disposal	6,333	3,200	3,133
38	54010	Gasoline	6,000	3,724	2,276
38	54021	Vehicle Repair & Maintenance	83	78	5
38	52010	Alarm & PA Systems	417	600	(183)
38	54070	Vehicle Shop Tools & Supplies	417	1,136	(720)
38	52032	Elevator Repairs & Supplies	1,458	2,459	(1,001)
38	52034	Roof	875	2,251	(1,376)
38	52060	Building Maintenance	20,420	21,977	(1,557)
38	52033	HVAC	6,583	9,085	(2,502)
38	54013	Vehicles/Equipment Tires	3,000	5,757	(2,757)
38	52035	Plumbing Repairs & Supplies	750	3,565	(2,815)
38	52062	Janitorial Supplies	3,750	9,183	(5,433)
38	52031	Electrical Repairs & Supplies	3,900	10,294	(6,394)
38	54075	Fuel Truck Lease	19,488	28,488	(9,000)
38	54011	Diesel Fuel	35,000	44,246	(9,246)
38	54030	General Equipment Repair/Maint	25,555	50,528	(24,973)
			194,780	254,020	(59,240)

Office/Administration

39	55015	Hardware/Software Maint Agreeemer	5,529	5,002	527
39	55014	Computer Systems	83	196	(113)
39	55012	Office Equipment Service Agreeemer	83	243	(160)
39	55010	Office Equipment Rental	700	996	(296)
39	55060	Office Supplies	2,083	2,394	(311)
39	55030	Printed Forms/Letterhead	50	639	(589)
39	55070	Payroll Services	7,917	11,605	(3,688)

		Budget	Actual	Variance	
39	66015	Incentives	15,000	21,260	(6,260)
39	66010	Training / Travel	500	8,057	(7,557)
39	66000	Dues & Subscriptions	2,867	17,348	(14,481)
39	66060	Credit Card Service Charges	32,000	108,579	(76,579)
		66,812	176,320	(109,508)	
		(4,495,921)	(4,865,269)	369,349	

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

2023 Operating Budget - Airport	\$35,719,629
2023 Operating Budget – FBO	<u>10,172,924</u>
	\$45,892,553

Monthly Operating Outflow (\$45,892,553/12)
\$3,824,379

Months Operating Reserves Unrestricted
\$32,295,544/\$3,824,379 ~ 8.44 months

Months Operating and Renewal Reserves
\$8,283,762/\$3,824,379 ~ 2.16 months

	Unrest.	Restr	Total
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
Nov	8.23	2.0	10.23
Dec	7.94	2.0	9.94
Jan23	6.85	2.1	8.95
Feb23	7.19	2.1	9.29
Mar23	7.49	2.1	9.59
Apr23	7.36	2.16	9.52
May23	8.03	2.16	10.19
Jun23	8.44	2.16	10.60

3. Accounts Receivable

The amount of accounts receivables, shown as days of average annual (2023 Budget) daily revenues, is as follows:

$$\begin{aligned} \$58,287,414 / 365 &= \$159,691 \\ \$2,565,177 / \$159,691 &= 16.06 \end{aligned}$$

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
Nov	8.23
Dec	3.23
Jan23	6.96
Feb	4.99
Mar	2.71
Apr	6.65
May	10.59
Jun	16.06

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	20,162,269
Improvements	<u>281,299,716</u>
	597,548,641
Accumulated Depreciation	<u>(339,687,644)</u>
	257,860,997
Construction In Progress	<u>15,862,542</u>
	\$273,723,538

5. COVID Relief Funding

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

	Awarded	Collected
AIP143-CARES	\$15,277,876	\$15,277,876
AIP144-CHRSSA ³	5,093,917	2,673,879
AIP145-CHRSSA ²	320,510	320,510
AIP148-ARPA	12,113,224	-
AIP149-Con Relief	1,282,039	1,282,039
Jobs Act of 21 ¹	28,551,945	-
	\$62,639,511	\$18,272,265

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 six month period ending June 30, 2023**

	Current Month			Year to Date			12 Month Running	
	Budget	2022	2023	Budget	2022	2023	2022	2023
Total Enplanements	116,667	113,139	111,736	700,000	599,606	633,390	1,235,666	1,324,313
	-4.2%		-1.2%			5.6%		7.2%
Operations								
<i>Passenger</i>	2,187	2,500	2,330	13,121	14,080	14,625	28,166	29,659
<i>Cargo</i>	251	294	236	1,508	1,602	1,420	3,382	3,164
<i>Charter, Corporate & Divers</i>	312	399	376	1,872	1,759	2,088	3,713	4,482
<i>General Aviation</i>	1,250	1,434	1,443	7,500	6,591	6,881	14,283	14,811
<i>Military</i>	292	158	186	1,750	1,457	1,011	3,060	2,146
Total Operations	4,292	4,785	4,571	25,750	25,489	26,025	52,604	54,262
	6.5%		-4.5%			2.1%		3.2%
Landed Weight (000)	111,250	126,644	121,563	667,500	691,154	731,206	1,462,786	1,616,158
	9.3%		-4.0%			5.8%		10.5%
Cargo/Mail & Express	1,838	1,830	1,804	11,025	9,954	9,665	21,593	20,793
	-1.8%		-1.5%			-2.9%		-3.7%
Jet A Gallons	116,667	120,788	100,510	700,000	591,851	584,404	1,351,142	1,251,575
	-13.8%		-16.8%			-1.3%		-7.4%
AvGas Gallons	4,417	6,251	9,121	26,500	26,815	32,757	54,519	74,191
	106.5%		45.9%			22.2%		36.1%
Deicing Consortium	6,250	-	-	37,500	38,453	42,745	56,324	62,999
Deicing sprayed/retail	7,092	-	-	42,550	40,792	61,312	58,550	85,306
Parking Revenue	\$ 1,329,295	\$ 1,163,464	\$ 1,181,265	\$ 7,975,770	\$ 8,264,970	\$ 8,954,273	\$ 14,098,826	\$ 16,675,114
Revenue per enplanement	\$ 11.39	\$ 10.28	\$ 10.57	\$ 11.39	\$ 13.78	\$ 14.14	\$ 11.41	\$ 12.59
Transactions		45,724	46,501		254,249	277,261	508,494	553,737
Average transaction		\$ 25.45	\$ 25.40		\$ 32.51	\$ 32.30	\$ 27.73	\$ 30.11
Concession Sales								
Rental Cars		\$ 6,491,664	\$ 4,799,018		\$ 23,130,808	\$ 23,256,578	\$ 57,051,702	\$ 60,299,530
Food and Beverage		\$ 835,034	\$ 935,206		\$ 4,271,919	\$ 4,988,321	\$ 7,952,112	\$ 10,089,869
Revenue per enplanement		\$ 7.38	\$ 8.37		\$ 7.12	\$ 7.88	\$ 6.44	\$ 7.62
Retail		\$ 385,908	\$ 412,731		\$ 1,899,194	\$ 2,262,687	\$ 3,985,058	\$ 4,577,115
Revenue per enplanement		\$ 3.41	\$ 3.69		\$ 3.17	\$ 3.57	\$ 3.23	\$ 3.46

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
Jan2022	7	18	13	1,066	34.4	111,340	107,337,992	74,020	66.5
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	102,991	85.3
Dec22	6	21	15	1,165	37.6	124,744	122,715,142	93,607	75.0
Jan23	6	19	13	1,140	36.8	120,608	116,740,592	93,882	77.8
Feb23	6	20	14	1,141	36.8	120,072	116,999,582	97,311	81.0
Mar23	6	20	14	1,321	42.6	140,331	136,110,262	108,087	77.0
Apr23	6	19	13	1,303	43.4	139,097	132,131,600	110,378	79.3
May23	6	18	12	1,293	41.7	137,445	129,031,742	111,996	81.4
Jun23	6	20	14	1,184	39.2	133,612	122,568,672	112,058	83.9
Jul23	6	20	14	1,298	41.9	149,717	139,876,606	125,462	83.8E
Aug23	6	20	14	1,333	43.0	155,747	144,635,616	130,516	83.8E

⁽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>#30-2023</u>	<u>+</u>	<u>(-) #34-2023</u>	<u>20</u>	<u>+</u>	<u>(-) #34-2023</u>	<u>20</u>	<u>#35-2022</u>	
1	ATL	Atlanta, GA	21	-	(1)	20	20	2	(2)	20	21
2	BDL	Hartford, CT	-	-	-	-	-	-	-	-	-
3	BWI	Baltimore, MD	32	1	-	33	26	11	(4)	33	33
4	MDW	Chicago-Midway	13	-	-	13	12	1	-	13	20
5	ORD	Chicago-O'Hare	41	-	(7)	34	25	22	(13)	34	41
6	CLT	Charlotte, NC	21	-	-	21	20	3	(2)	21	20
7	DEN	Denver, CO	8	-	-	8	-	8	-	8	4
8	DTW	Detroit, MI	28	-	(1)	27	28	4	(5)	27	25
9	FLL	Fort Lauderdale, FL	7	-	-	7	6	6	(5)	7	7
10	RSW	Fort Myers, FL	-	-	-	-	-	-	-	-	-
11	MIA	Miami, FL	-	-	-	-	1	-	(1)	-	-
12	MSP	Minneapolis, MN	-	-	-	-	-	-	-	-	-
13	MYR	Myrtle Beach, SC	3	-	-	3	-	3	-	3	3
14	BNA	Nashville, TN	2	-	-	2	3	-	(1)	2	2
15	EWR	Newark, NJ	21	-	-	21	14	13	(6)	21	19
16	LGA	New York, LaGuardia	13	-	-	13	24	-	(11)	13	24
17	MCO	Orlando, FL	15	-	-	15	15	7	(7)	15	17
18	SFB	Orlando/Sanford, FL	2	-	-	2	2	4	(4)	2	2
19	PHL	Philadelphia, PA	20	1	-	21	20	2	(1)	21	21
20	RDU	Raleigh-Durham, NC	-	-	-	-	-	-	-	-	-
21	PGD	Tampa/Punta Gorda, FL	2	-	-	2	2	5	(5)	2	2
22	TPA	Tampa, FL	2	-	-	2	2	8	(8)	2	1
23	PIE	Tampa/St. Pete, FL	2	-	-	2	2	2	(2)	2	2
24	DCA	Washington DC-Reagan	32	-	-	32	26	7	(1)	32	25
25	IAD	Washington DC-Dulles	21	-	-	21	21	-	-	21	21
			306	2	(9)	299	269	108	(78)	299	310

Week 06 2023**Full Time Positions**

	Budget Full Time	Budget Part Time	Budget Total	Filled Full Time	Vacant Full Time
AvPORTS					
Jan22	165	15	180	132	33
Jul	166	15	181	127	39
Aug	166+3	15	184	127	42
Sep	169	15	184	136	33
Oct	169	15	184	135	34
Thru Week 22-50	170	15	175	130	40
Thru Week 23-02	175	16	193	129	46
Thru Week 23-06	175	15	190	127	48
Thru Week 23-10	175	15	190	131	44
Thru Week 23-18	174	15	189	134	40
Thru Week 23-22	174	15	189	136	38
Thru Week 23-28	174	15	189	133	41
FBO					
Jan22	33	-	33	25	8
Jul	34	2	36	27	7
Aug	34+1	2	37	28	8
Sep	35	2	37	28	7
Oct	35	2	37	28	7
Thru Week 50	35+1	2	36	31	5
Thru Week 23-02	36	2	38	30	7
Thru Week 23-06	36	2	38	34	2
Thru Week 23-10	36	2	38	33	3
Thru Week 23-18	36	2	38	32	4
Thru Week 23-22	36	2	38	32	4
ACAA					
Jan22	20	3	23	20	-
Jul	20	3	23	20	-
Aug	20	3	23	20	-
Sep	20	3	23	20	-
Oct	20	3	23	20	-
Thru Week 50	20	3	23	20	-
Thru Week 23-02	20	3	23	20	-
Thru Week 23-06	20	3	23	20	-
Thru Week 23-10	20	3	23	20	-
Thru Week 23-18	20	3	23	20	-
Thru Week 23-22	20	3	23	20	-
Thru Week 23-28	20	3	23	20	-
Total					
Jan22	218	18	236	177	41
Jul	220	20	240	174	46
Aug	220+4	20	244	176	50
Sep	224	20	244	184	40
Oct	224	20	244	183	41
Thru Week 50	226	20	246	181	45
Thru Week 23-02	231	21	252	179	53
Thru Week 23-06	231	20	251	181	50
Thru Week 23-10	231	20	251	184	47
Thru Week 23-18	230	20	250	186	44
Thru Week 23-22	230	20	250	188	42

Week 22 2023

Full Time Positions

	Budget Full Time	Budget Part Time⁽¹⁾	Budget Total	Filled Full Time	Vacant Full Time	In Process To Fill
10 Airfield (a)	29	2	31	15 (0 LOA)	14	
20 Terminal-Custodial(b)	35	1	36	27 (1 LOA)	8	
20 Terminal-Facilities(b)	10	1	11	9 (1 LOA)	1	
21 Loading Bridge(b)	3	-	3	3 (0 LOA)	-	
30 Parking (b)	21	5	26	13	8	
30 Parking – Shuttle (b)	12	1	13	10 (0 LOA)	2	
32 Landside	-	-	-	-	-	
41 Operations (b)	18	-	18	16 (0 LOA)	2	
42 ARFF (c)	23	-	23	22 (0 LOA)	1	
43 Security	4	5	9	3	1	
50 Vehicle Maint. (a)	12	-	12	10	2	
59 Airport Mgmt.	7	-	7	5	2	
60 FBO Comm.	11	-	11	9*	1	
61 FBO GA	21	2	23	19	2	
69 FBO Admin (added)	4	-	4	3	1	
71 ACAA	20	3	23	20	-	
	230	20	250	188	42	

⁽¹⁾ Does not include seasonal.

	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	-	2	181
Thru week 50	181	2	2	181
Thru week 23-02	181	-	2	179
Thru week 23-06	179	-	-	181
Thru week 23-10	181	4	1	184
Thru week 23-18	184	13	11	186
Thru week 23-22	186	5	3	188

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

AGENDA ITEM NO. 5

Project Development



PROJECT STATUS REPORT

August 7, 2023

I. AIRSIDE IMPROVEMENTS

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

Fennick McCredie Architecture will be the project designers. Fennick McCredie has done a site walk through and has begun the design. FM has submitted the 60% drawings to ACAA for review. The design continues and FM have made several site visits to gather more information to enhance the design. McFarland Johnson, FM's engineers are working jet blast diversion wall design.

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

This project was awarded to Jersen Construction and Passero Associates is doing the Construction Inspection (C.I.) for the project. Jersen has removed all the damaged concrete pavement and has placed the subbase (P-209) material and compacted it. The lean concrete leveling mat has been placed. Jersen is currently forming and placing reinforcement for the new concrete slabs to be poured. Passero continues to coordinate the work with Airport Operations and UPS.

C) Airport Access Gates and Gate Controllers (Contract S-23-1146)

C & S Engineering designed the perimeter security fence access gates project. They prepared a comprehensive report, which outlined the need for repair or replacement of motorized and swing gates. The project was awarded to Access Anvil Corp., and their contracts were executed. Access Anvil has begun the submittal and purchasing process. Work is expected to begin onsite late summer. C & S has submitted a proposal for the Construction Inspection (C.I.) of the project, which is an action item for this meeting.

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

Callanan Industries was the low bidder and their contract was approved at the May Board meeting. Collier Engineering is the inspection firm. Callanan Ind. has been working to complete the milling and paving of several adjoining taxiways and working with their electrical subcontractor to install new PAPI's and replace the centerline lines which are currently on back order.

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 was bid in mid May 2023. Titan Roofing plans to start work in September. ACAA advertised and bid the HVAC system upgrade, which was bid as two projects (Mechanical & Electrical) as multiple projects (1013 HVAC-M & 1013 HVAC-E). Collett is the mechanical contractor and they are in the submittal process for long lead materials.

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

Hewitt & Young Electric is continuing the installation of the new Terminal Fire alarm system. The contractor is currently testing the new sensors and panels throughout the Terminal. Installation of the alarm system continues with the contractor working two shifts. A Final walk through was done with RAN Engineering, Hewitt & Young and Albany County Code Enforcement to develop a punch list. The project is in the close out process.

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

CHA and their design team has completed the construction drawings for bid packages #4 & 5. ACAA has been coordinating with CHA's design team to advance the design of the project to meet the time schedule. Bid packages #2 Sitework, Demo and Foundations & #3 Electrical and Mechanical Equipment contracts are being processed. Bid package #3 was awarded to Danforth Mechanical and they have begun the submittal process for the long lead items. CHA continues with the design for Bid packages #6 TSA equipment relocate and #7 Interior Furnishings.

D) Main Terminal Concourse B Escalator Replacement (Contract 1047-GC)

The escalators in B concourse have been nonoperational since the ground boarding gates were taken out of service. Wainschaf the contractor on this project has been reengaged to complete this contract replacing the two escalators in B-Concourse. The temporary partitions were installed on the west side and the existing escalator was removed. Installation of the new escalator unit is scheduled to be done by the end of August and then the east side unit replacement with be started.

E) New In-Line Checked Baggage Inspection System (CBIS) (S-22-1139)

As part of the TSA's efforts to streamline their operations, the TSA is offering grants for the design of a new In-Line Checked Baggage Inspection System to replace the current individual airline baggage inspections. The Board approved the contract award to VTC and their scope and fee proposal was accepted by the TSA. VTC and their subcontractors have made a site visit to take measurements. The TSA funding agents made an onsite visit to look at the site and review the payment application process with ACAA and their engineering team.

AGENDA ITEM NO. 6

Counsel

AGENDA ITEM NO. 7

Concessions/Ambassador Program

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

Construction Inspection:

Contract No. 1153-I Construction Inspection services for Pre-TSA Terminal Expansion with Creighton Manning Engineering, LLP.

AGENDA ITEM NO: 10.1
MEETING DATE: August 7, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

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

PURPOSE OF REQUEST:

Construction Inspection:

Contract No. 1153-I Construction Inspection services for Pre-TSA Terminal Expansion with Creighton Manning Engineering, LLP.

CONTRACT AMOUNT:

Base Amount: \$1,272,125.02

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No NA
Funding Account No.: CPN 2001

AWARD CONDITIONS MET:

Apprenticeship N/A DBE ✓ MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 50% State 50% Airport N/A
Term of Funding: 2023-2025
Grant No.: <pending> State PIN: <pending>

JUSTIFICATION:

Authorization is requested to award Professional Services Contract 1153-I Construction Inspection Services programmed for the Pre-TSA Terminal Expansion in the amount of \$1,272,125.02 to Creighton Manning Engineering, LLP of Albany, N.Y. This contract is for Construction Inspection (C.I.) for the project. The work will include fulltime onsite Construction Inspection, materials testing, project and SWPPP reporting and reviewing the contractor's payment applications.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.1
MEETING DATE: August 7, 2023

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NO _____

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Please refer to attached Scope and Fee.



July 31, 2023

John LaClair, P.E., G.G.P.
Chief Engineer
Albany County Airport Authority
Purchasing Department
Albany International Airport
Main Terminal, 3rd Floor
Albany, NY 12211-1057

RE: Construction Inspection Services – Contract No. 1153-I

Dear Mr. LaClair:

Creighton Manning is very excited for the opportunity in working with the Airport Authority again to deliver this high-profile project. Under cover of this letter please find our revised staffing chart and fee table (July 31, 2023).

We understand the tight time constraints on this project and are ready to begin work and staff this project. We are excited to provide the construction inspection services and are committing the necessary resources to deliver a quality project. If you have any questions regarding our fee or staffing table, please do not hesitate to contact me at (518) 689-1819.

Respectfully submitted,
Creighton Manning Engineering, LLP

A handwritten signature in blue ink, appearing to read "E V Woods".

Edward V. Woods, P.E.
Managing Partner

Executive Summary

Key differences from CM’s original proposal in response to the ACAA RFP for construction inspection services vs the negotiated revisions included in this package.

- Inspector Level IV – N increased from 13 months to 18 months
 - mid-Aug through January 2025
- Inspector Level III – N decreased from 13 months to 6 months
 - Estimated need: October 2023 through April 2024
- Inspector Level II – N decreased from 13 months to 4 months
 - Estimated need: to align with contractor schedule for piles/steel setting/ concrete & heavy construction times
- There is no change from the original proposal for expenses or ATL’s services.

Project Cost Proposal:

\$ 953,175.27	CM Inspection Services
\$ 318,949.75	Materials Testing and Expenses
\$ 1,272,125.02	Total

**Construction Inspection Hours Work Up
Creighton Manning Engineering, LLP
Construction Inspection Services - Contract No. 1153-I
Albany County Airport Authority**

JOB TITLE		ASCE (A) OR NICET (N) GRADE		2023 Construction Inspection Hours																																											
				January-23			February-23			March-23			April-23			May-23			June-23			July-23			August-23			September-23			October-23			November-23			December-23			Total Hours							
				Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 20			Wrkg Days = 23			Wrkg Days = 20			Wrkg Days = 22			Wrkg Days = 21			Wrkg Days = 21			Total Wrkg Days = 127							
				OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 2			OT Hrs/day 2			OT Hrs/day 2			OT Hrs/day 2			OT Hrs/day 2													
				Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs								
Engineer VI	VI	A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	8	8	0	8	8	0	8	0	0	0	8	0	8	8	0	8	40	0	40
Construction Manager - N	IV	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	16	16	0	16	16	0	16	0	0	0	16	0	16	16	0	16	80	0	80
Inspector IV - N	IV	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	92	23	115	160	40	200	176	44	220	168	42	210	168	42	210	764	191	955			
Inspector III - N	III	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	176	44	220	168	42	210	168	42	210	512	128	640			
Inspector II - N	II	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	176	44	220	168	42	210	0	0	0	344	86	430			
TOTAL			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	116	23	139	184	40	224	552	132	684	528	126	654	360	84	444	1740	405	2145			

JOB TITLE		ASCE (A) OR NICET (N) GRADE		2024 Construction Inspection Hours																																											
				January-24			February-24			March-24			April-24			May-24			June-24			July-24			August-24			September-24			October-24			November-24			December-24			Total Hours							
				Wrkg Days = 22			Wrkg Days = 21			Wrkg Days = 21			Wrkg Days = 22			Wrkg Days = 22			Wrkg Days = 20			Wrkg Days = 22			Wrkg Days = 22			Wrkg Days = 21			Wrkg Days = 23			Wrkg Days = 21			Wrkg Days = 22			Total Wrkg Days = 259							
				OT Hrs/day 2			OT Hrs/day 2			OT Hrs/day 2			OT Hrs/day 2			OT Hrs/day 2			OT Hrs/day 2			OT Hrs/day 2			OT Hrs/day 2			OT Hrs/day 2			OT Hrs/day 2																
				Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs					
Engineer VI	VI	A	8	0	8	8	0	8	8	0	8	8	0	8	8	0	8	8	0	8	8	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56	0	56
Construction Manager - N	IV	N	16	0	16	16	0	16	16	0	16	16	0	16	16	0	16	16	0	16	16	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	112	0	112
Inspector IV - N	IV	N	176	44	220	168	42	210	168	42	210	176	44	220	176	44	220	160	40	200	176	44	220	176	44	220	168	42	210	184	46	230	168	42	210	176	44	220	176	44	220	2072	518	2590			
Inspector III - N	III	N	176	44	220	168	42	210	168	42	210	176	44	220	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	688	172	860
Inspector II - N	II	N	0	0	0	168	42	210	0	0	0	0	0	0	176	44	220	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	344	86	430
TOTAL			376	88	464	528	126	654	360	84	444	376	88	464	376	88	464	184	40	224	200	44	244	176	44	220	168	42	210	184	46	230	168	42	210	176	44	220	3272	776	4048						

JOB TITLE		ASCE (A) OR NICET (N) GRADE		2025 Construction Inspection Hours																																											
				January-25			February-25			March-25			April-25			May-25			June-25			July-25			August-25			September-25			October-25			November-25			December-25			Total Hours							
				Wrkg Days = 22			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Wrkg Days = 0			Total Wrkg Days = 22										
				OT Hrs/day 2			OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 0			OT Hrs/day 0																
				Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs	Std Hrs	OT Hrs	Total Hrs					
Engineer VI	0	0	8	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	8
Construction Manager - N	VI	A	16	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	16
Inspector IV - A	IV	A	176	44	220	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	176	44	220
Inspector III - A	III	A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Inspector II - A	II	A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL			200	44	244	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200	44	244			

ACAA - Terminal Improvements Project - 23-214
Cost Proposal

	Engineer VI	Construction Manager	Resident Engineer	Inspector	Inspector	Technical Typist	
	VI (A)	IV (N)	IV (N)	III (N)	II (N)	N/A	
Loaded Hourly Billing Rate	\$184.82	\$157.62	\$159.06	\$121.52	\$96.00	\$85.14	
Loaded Hourly OT Billing Rate			\$192.15	\$146.80	\$115.97		
Construction Administration & Inspection							
Straight Time	104	208	3012	1200	688	18	5230
Overtime			753	300	172		1225
Night Work							
Direct Labor Cost	\$19,221.28	\$32,784.96	\$479,088.72	\$145,824.00	\$66,048.00	\$1,532.52	\$744,499.48
Premium Time Cost	\$0.00	\$0.00	\$144,688.95	\$44,040.00	\$19,946.84	\$0.00	\$208,676
Total Labor Cost	\$19,221.28	\$32,784.96	\$623,777.67	\$189,864.00	\$85,994.84	\$1,532.52	\$953,175.27
Expenses(including materials testing (ATL), insurance, and mileage):						Direct Expenses =	\$318,949.75
						Estimated Not to Exceed =	\$1,272,125.02



ESTIMATE OF DIRECT NON-SALARY COSTS									
ACAA - Terminal Improvements Project - 23-214									
1. Owner's Protective Insurance (Estimated)									
			1	Years @	\$3,000.00	/year			\$3,000.00
2. Construction Support Services (Estimated)									
		<u>licenses</u>		<u>years</u>		<u>cost/year</u>			
	Appia License (Const. Mgmt. Software)	0	x	1	@	\$ 2,250	=		\$0.00
	Mileage	<u>trips</u>	<u>miles/trip</u>		<u>miles</u>		<u>\$/mile</u>		
	on-site	600	2	=	1,200	@	\$0.655		\$786.00
	site	50	5	=	250	@	\$0.655		\$163.75
								TOTAL CONSTRUCTION SUPPORT SERVICES:	\$949.75
3. Materials Testing (Estimated)									
	On-site materials testing and laboratory services								\$315,000.00
								TOTAL DIRECT NON - SALARY COST:	\$318,949.75

AGENDA ITEM NO. 10.2

Professional Services Contract Negotiations:

**Contract No. 23-1146-I Construction
Inspection Services for the Airport Access gate, Gate
Operators and Power Controls Replacement with
C & S Companies.**

AGENDA ITEM NO: 10.2
MEETING DATE: August 7, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

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

PURPOSE OF REQUEST:

Professional Services Contract Negotiations:

Contract No. 23-1146-I Construction Inspection Services for the Airport Access gate, Gate Operators and Power Controls Replacement with C & S Companies.

CONTRACT AMOUNT:

Base Amount: N/A

BUDGET INFORMATION:

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

AWARD CONDITIONS MET:

Apprenticeship N/A DBE N/A MWBE ✓

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal N/A State N/A Airport 100% NA
Term of Funding: 2023-2025
Grant No.: <pending> State PIN: <pending>

JUSTIFICATION:

Authorization is requested to negotiate for Professional Services Contract 23-1146-I Construction Inspection Services programmed for the Airport Access Gate, Gate Operators and Power Controls Replacement project. The C & S Companies did the initial evaluation of the gates and produced the bid documents for the contract to be put out for bid. The engineering firm of C & S of Syracuse, New York has all the information needed to review material submittals and inspect the work done for compliance with the plans and specifications developed per TSA and FAA guidelines. The prospective contract award is contingent upon Board approval of negotiated fee established following grant guidelines.

AGENDA ITEM NO: 10.2
MEETING DATE: August 7, 2023

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 NO _____.

BACK-UP MATERIAL:

N/A

AGENDA ITEM NO. 10.3

**Approve Operating Permit with Unifi Aviation,
LLC to provide Aircraft Cleaning and Ground
Handling Services to Delta Airlines, Inc.**

AGENDA ITEM NO: 10.3
MEETING DATE: August 7, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

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

PURPOSE OF REQUEST:

Approve Operating Permit with Unifi Aviation, LLC to provide Aircraft Cleaning and Ground Handling Services to Delta Airlines, Inc.

CONTRACT AMOUNT:

Base Amount: N/A

BUDGET INFORMATION:

Anticipated in Current Budget: Yes___ No ✓ NA___

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal ___ State _____ Airport _____ NA ✓

JUSTIFICATION:

Unifi Aviation, LLC has contracted with Delta Airlines, Inc. (Delta), to provide aircraft cleaning and ground handling services to Delta at Albany International Airport. Unifi Aviation, LLC will provide services in spaces exclusively used and leased by Delta. The operating permit will expire at the earliest of December 31, 2024, Unifi Aviation's agreement with Delta or Delta's agreement with the Authority. The agreement may also be extended beginning the first day of January 2025. The permit requires payment to the Authority of five (5) percent of all Unifi Aviation's gross revenue generated from Delta at the Airport along with other appropriate terms and conditions that include but are not limited to insurance, indemnification, contract assignment, and reporting obligations under the Agreement.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

BACK-UP MATERIAL: *Please refer to the attached agreement.*

OPERATING PERMIT
BETWEEN THE
ALBANY COUNTY AIRPORT AUTHORITY
AND
UNIFI AVIATION, LLC
AT
THE ALBANY INTERNATIONAL AIRPORT

THIS OPERATING PERMIT (“Operating Permit”) is made and entered into effective the ___ day of _____, 20__ 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, NY, 12211 and **UNIFI AVIATION, LLC**, (the “Operator”), organized and existing under the laws of the State of Delaware, licensed to do business in the State of New York, having offices at 950 East Paces Ferry Road, Suite 2000, Atlanta, GA 30326.

RECITALS

1. The County of Albany (the “County”) is the owner of the Albany International 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.
3. The Operator has requested to provide aircraft cleaning and ground handling services to Delta Airlines, Inc. at the Airport, and has entered into a certain agreement with Delta Airlines, Inc. to provide such services (the “Operator/Delta Agreement”)
4. The Authority has accepted the request of the Operator to operate at the Airport as described herein; and
5. This Operating Permit has been duly authorized by the Authority by a resolution of the Authority adopted at a meeting of the Authority on August 7, 2023.

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

follows:

ARTICLE I: DEFINITIONS

- 1.1 “CEO” shall mean the Chief Executive Officer of Albany County Airport Authority as, from time to time, appointed by the Authority and shall include such person or persons as may, from time to time, be authorized in writing by the CEO to act for him or her with respect to any or all matters pertaining to this Operating Permit.

ARTICLE II: ASSIGNED AREAS

- 2.1 The Authority does not assign any specific area to the Operator. Operator is granted a license to conduct its business on the Airport on the areas assigned to Delta Airlines, Inc. in their Signatory Airlines Use and Lease Agreement (“Delta Airlines, Inc. Agreement”), as may be amended from time to time, to the extent permitted or limited by Delta Airlines, Inc. in the Operator/Delta Agreement.

ARTICLE III: TERM

- 3.1 The Term of this Operating Permit and the rights and obligations of Operator and Authority hereunder, shall commence on August 1, 2023 and shall terminate the earlier of: i) on December 31, 2024 (“Date of Expiration”), or ii) the termination or expiration of the Delta Airlines, Inc., or iii) the termination or expiration of the Operator/Delta Airlines, Inc., whichever is sooner. This Operating Permit may also be terminated as provided in Article VI.
- 3.2 The Date of Expiration may be extended in increments beginning the first day of January, 2025, (and the day after succeeding Expiration Dates) if approved in writing by both the AUTHORITY and the Operator at least ninety (90) days before the expiration of the current period. In no event shall the Operating Permit be extended beyond December 31, 2049 unless the AUTHORITY’s lease with the County has been extended, or approval has been obtained from the County.
- 3.3 In the event the Operator shall continue to provide services to Delta Airlines, Inc. beyond the Expiration Date without AUTHORITY’s written renewal thereof, such continuation of services shall not constitute a renewal or extension of this Operating Permit, but shall create a month to month permit which may be terminated at any time by the AUTHORITY by giving thirty (30) days written notice to the Operator. The AUTHORITY may, however, at its option, increase the fee of the Operating Permit.
- 3.4 The Operator further agrees that upon the expiration of the term or termination of this Operating Permit any area of the Airport over which Operator had license and utilized 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 area from time to time.

ARTICLE IV: USES AND PRIVILEGES

- 4.1 The Operator has a non-exclusive right, privilege, and obligation to perform the services identified in Appendix "A" exclusively to Delta Airlines, Inc. at the Airport. Similar services shall not be provided to any other airlines at the Airport without the prior written authorization of the Authority.
- 4.2 The Operator has the rights of ingress and egress from the area assigned to Delta Airlines, Inc. over Airport roadways, including common use roadways, subject to any rules or regulations which may have been established or shall be established in the future by the Authority. Such rights of ingress and egress shall apply to all the Operator's employees.
- 4.3 The Operator, its officers, employees, agents and those under its control, shall comply with security measures required of the Airport by the Federal Aviation Administration (FAA), the Transportation Security Agency (TSA) or contained in any Airport master security plan approved by either. If the Operator, its officers, employees, agents or those under its control, shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the Authority, then the Operator shall be responsible and shall reimburse the Authority in the full amount of any such monetary penalty or other damages. Failure to pay or reimburse the Authority for any amounts due within sixty (60) days of written request of the Authority shall be considered an event of default. Nothing contained herein shall prohibit the Operator from contesting with the FAA the validity or amount of such penalty.
- 4.4 The Authority, if providing parking facilities to the Operator's employees in common with employees of other users of the Airport, retains the right to institute a reasonable charge for the privilege of utilizing these parking facilities.

ARTICLE V: OBLIGATIONS OF OPERATOR

- 5.1 The Operator shall be responsible for the conduct, demeanor and appearance of its employees, officers or agents, and invitees and of those doing business with it. Upon receipt of any complaint or objection to the conduct, demeanor or appearance of the employees, officers or agents, invitees or those doing business with the Operator, the Operator shall take all reasonable steps necessary to remove the cause of the complaint or objection.
- 5.2 The Authority prohibits the use of any public area for the storage of anything.
- 5.3 Should a conflict arise between the Operator and other Operators at the Airport regarding the scope of Operator privileges, the CEO will serve as the final arbitrator. The Operator agrees to abide by the CEO's decision.
- 5.4 The Operator hereby warrants and agrees that: (1) it will conduct an operation which complies with the highest standards of providing support services to Delta Airlines, Inc. at the Airport and will furnish all necessary fixtures, equipment, supplies, materials, and personnel; (2) it will furnish such services promptly, efficiently and adequately to meet all reasonable demands therefore on a fair, equal and nondiscriminatory basis.

- 5.5 Operator agrees:
- A. The Operator agrees to abide by all Airport Rules and Regulations and directives.
 - B. No storage of oil, petroleum products, combustibles or hazardous materials.
 - C. All cleaning supplies will be stored in proper containers.
 - D. No vehicles will be left running unattended on Airport.
 - E. The Operator will be responsible for any environmental impact from products used by the Operator.
- 5.6 The Operator shall assume and pay for all costs or charges for utilities and communications services furnished during the term of the Operating Permit.
- 5.7 The use of the Delta Airlines, Inc. area by the Operator will be without cost or expense to Authority. It shall be the sole responsibility of the Operator pay any applicable taxes or fees, at Operator's sole cost and expense.

ARTICLE VI: FEES, CHARGES AND ACCOUNTABILITY

- 6.1 In consideration for access to airport roadways and ramp areas, Operator agrees to pay five percent (5%) fee on all gross revenues generated from Delta Airlines, Inc. at Albany Airport. Operator shall, on or before the 20th of the month commencing with the twentieth (20th) day of the second month of the first contract year and continuing monthly throughout, pay to the Authority the five percent (5%) of gross revenues from the prior month. Along with the payment for the five percent (5%) fee, Operator shall submit a report of gross revenues for that month.
- 6.2 Payments shall be made in lawful money of the Delta 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 rate of eighteen (18%) percent per annum. 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

- 6.3 The Operator shall keep full and accurate books and records showing all of its said Gross Revenues, in accordance with generally accepted accounting practices. The Authority shall have the right, either directly or through its representatives, and at all reasonable times, upon 72 hours notice, to inspect such cash receipts, books and records. All such records will be made available to the Authority in Albany County, New York during the Term of this Operating Permit, and at Albany County, New York for six years following the period in which the activity reported

therein occurs. Operator shall fully cooperate with the Authority to facilitate such inspection.

- 6.4 Should any examination, inspection, and/or audit of Operator's books and records by Authority disclose that the actual Gross Revenues for any Year are more than the Gross Revenues reported for the same Year, Operator shall promptly pay the Authority the amount of such underpayment together with all interest charges thereon from the date such payment was due at the rate provided in Section 6.2. Any audits as described in this Section 6.3 shall be at Authority's expense except that if such audit discloses that actual Gross Revenue for any Year exceeded by more than five percent (5%) the Gross Revenues reported, Operator shall reimburse Authority for all costs incurred in the conduct of such examination, inspection, and/or audit. After attempting to collect the underpayment, and the Operator failing to remit such payment within thirty (30) days, the Authority shall have the right to utilize the services of legal counsel in connection with collecting the reimbursement for such examination, inspection, and/or audit, Operator shall reimburse Authority for reasonable fees and/or litigation expenses as part of the aforementioned costs incurred.
- 6.5 The Authority will recognize a December 31 fiscal year ending date for Operator. Within ninety (90) days after the end of Operator's fiscal year, Operator shall submit to the Authority a copy of Operator's tax return Schedule "C" for verification of reported and paid gross revenues.
- 6.6 For purposes of this Article VI, "Gross Revenues" shall mean all monies or other consideration paid to Operator for all sales, equipment rentals, merchandise or services. There shall be allowed, when properly recorded and accounted for, as a reduction from Gross Revenues: sales taxes of or excise taxes where stated separately and collected from the customer for remittance to the taxing authority; credit card and cash refunds made by the Operator to customers because of unacceptable or unsatisfactory goods or services; manufacturer's rebates to Operator.

ARTICLE VII: SIGNS

- 7.1 No signs may be constructed or erected without the Authority's prior written approval. Prior to the erection, construction or placing of any such signs on the premises or on Operator's equipment, the Operator shall submit to the Authority for its written approval such drawings, sketches, design dimensions and type, number and character of the signs.

ARTICLE VIII: MAINTENANCE OF AIRPORT AREAS

- 8.1 The Operator shall at all times and at its sole expense, maintain in good repair and keep in an orderly condition and appearance all of the Operator's fixtures, equipment and personal property which are located in or on any part of the Airport, such conditions at all times satisfactory to the Authority.
- 8.2 All repairs done by the Operator or on its behalf shall be of first class quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by Federal, State, or local authority having jurisdiction over the work in the Operator's Leased Area.
- 8.3 The CEO or his duly appointed representatives shall have the right to enter the area upon which

the Operator conducts business at the Airport to:

- A. Inspect such area at reasonable intervals during the Airport's regular business hours, or at any time in case of emergency, to determine whether the Operator has complied with and is complying with the terms and conditions of this Operating Permit. The CEO may, at his discretion, require the Operator to affect repairs at the Operator's own cost.
- B. Perform any and all things which the Operator is obligated to and has failed after reasonable notice to do so, including: maintenance, repairs and replacements to any area on which Operator conducts its business. The cost of all labor and materials required to complete the work will be paid by the Operator to the Authority. Such work shall be paid for by the Operator within ten (10) days following demand by CEO for said payment at the Authority's standard rates plus any overhead which may be determined by the CEO.
- C. Exercise the Authority's police power.

ARTICLE IX: REMOVAL OF PROPERTY

- 9.1 Upon termination of this Operating Permit (whether by expiration of the term, cancellation, forfeiture, or otherwise, whichever first occurs), any trade fixtures, signs and other personal property of Operator at the Airport shall remain the property of Operator if removed from the Airport no later than fourteen (14) days following such expiration or termination. Should Operator fail within fourteen (14) days following the expiration or termination of this Operating Agreement to remove its trade fixtures, signs and other personal property of Operator, the Authority, at its sole option, may determine that title to the property shall vest in Authority, without cost to the Authority or compensation to the Operator. Should Operator effect removal of its personal property, signs and trade fixtures under the provisions of this Paragraph, such removal will be undertaken in a manner and at a time which permits continued, uninterrupted operation of the facilities. Operator shall repair all damage done to the Airport or other Authority-owned property resulting from the removal of such personal property, signs and trade fixtures and shall restore the Airport and said property to the state of good repair which existed prior to the installation of such personal property, signs and trade fixtures, less normal wear and tear.

ARTICLE X: LIABILITY, INDEMNITY, AND INSURANCE

- 10.1 To the fullest extent permitted by law, Operator shall indemnify, save, hold harmless, and defend the Authority, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the cost and expenses of whatsoever kind or nature (including, but not limited to, reasonable attorney's fees, disbursements, court costs and expert fees) of any environmental claim arising out of, resulting from, or incident to Operator's use of the Airport, including, but not limited to any claim for (I) contamination of the Airport, including the air, surface water, ground water or soil from any source, including underground septic tanks, (ii) generation, handling, treatment, storage, disposal or transportation of solid, gaseous or liquid waste, (iii) electromagnetic or other radiation or noise, (iv) exposure to any hazardous materials, (v) manufacture, processing, distribution, use, or storage of any hazardous material, (vi) the release or threatened release of any contamination or

hazardous material to, from or through the Airport, or (vii) any of the foregoing related to, caused by or arising from Operator related activities. Notwithstanding the above, Operator shall not be liable for any environmental claim solely and directly attributable to a pre-existing condition on any Airport property not previously occupied by Operator at any prior time.

- 10.2 The Operator hereby agrees to release, indemnify and save harmless the Authority, the County of Albany, their officers, agents and employees, AFCO AvPorts Management, LLC, 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, Operator'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 Operator; provided, however, that the Operator 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 Operator hereunder.
- 10.3 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.
- 10.4 The Operator shall procure and maintain at its own expense, the following types and amounts of insurance for the term of this Operating Permit:
- A. 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 Operator 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 Five Million Dollars (\$5,000,000), combined single limit, for each occurrence for bodily injury, death, or property damage occurring by reason of the Operator's operations in, on, or about the concession premises or Airport.
 - B. 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.
 - C. Fire Legal Liability Insurance - Operator shall insure against the perils of fire, extended coverage, and other perils on any and all the Leased Area. Such insurance shall be in the amount \$300,000. The Authority, County of Albany and AFCO AvPorts Management, LLC 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.

- 10.5 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 Operating Permit, 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 the 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 of joint venture with Operator in Operator's operations at the Airport. Such policies shall also insure Operator 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.
- 10.6 Certificates evidencing the existence thereof of such insurance shall be delivered to the Authority upon the execution of this Operating Permit. Unifi Aviation, LLC will make a diligent effort to notify the Authority in writing thirty (30) days in advance of any cancellation or material alteration of such policy to the Chief Executive Officer, Albany County Airport Authority, Albany International Airport, 737 Albany Shaker Road, Main Terminal, 3rd Floor, Albany, New York, 12211, sent by certified mail, return receipt requested.”
- 10.7 A renewal policy shall be delivered to the CEO at least thirty (30) days prior to a policy's expiration date except for any policy expiring on the expiration date of this Operating Permit or thereafter.

ARTICLE XI: ASSIGNMENT

- 11.1 The Operator shall not assign or transfer this Operating Permit or any other right, privilege, or license conferred by this Operating Permit, either in whole or in part, provided however that Operator Permit to any entity that assumes all or substantially all of its operations

ARTICLE XII: [INTENTIONALLY OMITTED]

ARTICLE XIII: COMPLIANCE

- 13.1 The Operator, its officers, agents, servants, employees, contractors, licenses, and any other person over which the Operator controls or has the right to control shall comply with all present and future laws, ordinances, orders, directives, rules, and regulations of the Federal, State, and Municipal governments as well as the Rules & Regulations of the Authority which may be applicable to its operations at the Airport.

- 13.2 Operator shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees, which are now or may hereafter be levied upon the Operator, or upon the business conducted on the premises, or upon any of Operator's property used in connection therewith; and shall have and maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Operator.
- 13.3 This Operating Permit is governed by the laws of New York. Any disputes relating to this Operating Permit must be resolved in accordance with the laws of New York. Claims, disputes and other matters in question will be decided in the Supreme Court, State of New York, Albany County.

ARTICLE XIV: DEFAULT BY OPERATOR

- 14.1 The following contingencies shall be a condition of default by Operator:
- A. Operator fails to pay the rentals or to make any other payments required hereunder when due to the Authority within ten (10) days after receipt of written notice from the Authority of non-payment therefore;
 - B. Operating Permit to continue, for a period of three (3) days after receipt of written notice from CEO, the existence of unsanitary conditions or practices in or about the Airport; provided, however, if the unsanitary condition is such as to require replacement, repair, construction, or reconstruction, Operator shall have a reasonable time in which to correct, but must begin action on the matter immediately upon receipt of said 3-day notice;
 - C. The happening of any act which results in the suspension or revocation of the Operator's rights, powers, licenses, permits, and authorities necessary for the conduct and operation of the business authorized herein for a period of more than thirty (30) days;
 - D. Other than as permitted in Section 11.1, The interest of Operator under this Operating Permit is transferred, passes to, or devolves upon, by operation of law or otherwise, any other person, firm, or corporation without the written consent, not to be unreasonably withheld, of the Authority;
 - E. Other than as permitted in Section 11.1, Operator becomes, without the prior written approval of the Authority, a successor or merged corporation in a merger, a constituent corporation in a consolidation or a corporation in dissolution;
 - F. Operator fails to keep, perform, and observe each and every promise, covenant, and condition set forth in this Operating Permit on its part to be kept, performed, or observed after receipt of written notice of default from the Authority, except where fulfillment of Operator's obligation requires activity over a period of time and Operator has commenced to perform whatever may be required within ten (10) days after receipt of such notice and continues such performance without interruption except for causes beyond its control;
 - G. The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which is not

vacated, dismissed, or set aside within a period of thirty (30) days and which does, or as a direct consequence of such process will, interfere with Operator's use of the concession premises or with its operations under this Operating Permit;

- H. Operator becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law, or statute of the Delta States, or of any state law, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property or its property located within the concession areas; notwithstanding this Paragraph "H", the Authority acknowledges that Operator has filed for bankruptcy under federal bankruptcy laws. The Authority will not be permitted to terminate this Agreement solely on the basis of such existing bankruptcy filing.
- I. By order or decree of court, Operator is adjudged bankrupt, or an order is made approving a petition filed by any of the creditors or stockholders of Operator seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws, or under any law or statute of the Delta States, or any state thereof;
- J. A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute is filed against Operator and is not dismissed within sixty (60) days.
- K. By or pursuant to, or under authority of, any legislative act, resolution or rule, order or decree of any court, governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Operator, and such possession or control continues in effect for a period of sixty (60) days;
- L. Cessation or deterioration of service for any period which, in the opinion of the Authority, materially and adversely affects the operation of service required to be performed by Operator under this Operating Permit, which is not corrected within thirty (30) days of notice from the Authority;
- M. Any lien is filed against the concession premises because of any act or omission of Operator and such lien is not removed, enjoined or a bond for satisfaction of such lien is not posted within thirty (30) days; or
- N. Operator voluntarily abandons, deserts, vacates, or discontinues its operation of the business herein authorized.

Any default which remains uncorrected by the Operator twenty (20) days, after written notice by the Authority, shall entitle the Authority to terminate and cancel this Operating Permit at any time by giving written notice to Operator of such cancellation or termination.

- 14.2 Nothing in this Article shall require Operator to observe or conform to any governmental authority's requirements to pay any tax, lien, claim, charge, or demand so long as the validity or

enforceability thereof is contested in good faith and to the extent appropriate, unless in the Authority's judgment the performance of Operator's obligations is being materially and adversely affected thereby.

- 14.3 No acceptance by the Authority of the rentals or other payments specified herein, in whole or in part, and for any period of periods, after a default of any of the terms, covenants, and conditions to be performed, kept or observed by Operator, other than the default in the payment thereof, shall be deemed a waiver of any right on the part of the Authority to cancel or terminate this Lease on account of such default.
- 14.4 No waiver by the Authority at any time of any default on the part of the Operator in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Operator shall be or be construed to be a waiver at any time thereafter by the Authority of any other or subsequent default in performance of any of said terms, covenants, or conditions, and no notice by the Authority shall be required to restore or revive time as of the essence hereof after waiver by the Authority of default in one or more instances.
- 14.5 The Authority shall, as an additional remedy, upon the giving of written notice of cancellation or termination as above provided, have the right to enter the any area utilized by Operator and every part thereof on the effective date of cancellation or termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise. Such re-entry, however, shall not in any manner affect, alter, or diminish any of the obligations of Operator under this Operating Permit.
- 14.6 The Authority, upon termination or cancellation of this Operating Permit, or upon reentry, regaining, or resumption of possession of any area utilized by Operator, may occupy said premises and shall have the right to permit any person, firm, or corporation to enter upon any area utilized by Operator and use the same.
- 14.7 In the event this Operating Permit is terminated or canceled by the Authority, or in the event the Authority re-enters, regains, or resumes possession of any area utilized by Operator, all of the obligations of Operator hereunder shall survive and shall remain in full force and effect for the full term of this Operating Permit. And, subject to the Authority's obligation to mitigate damages, the amount or amounts of fees shall become due and payable to the Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining, or resumption of possession had taken place. The Authority may maintain separate actions each month to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency.

ARTICLE XV: GENERAL PROVISIONS

- 15.1 Nondiscrimination - The Operator, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree: (i) that no person, on the grounds of race, color, creed, political ideas, sex, age, or physical or mental handicap, shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements and the furnishing of services, no person on the grounds of race, color, creed, political ideas, sex, age,

or physical or mental handicaps, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Operator shall use the assigned Areas 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; (iv) that should the Authority provide handicapped accessible ingress and egress in specific locations, Operator shall not block or close or otherwise cause the access way to be nonfunctional without providing an alternative means of access approved in writing by the Authority.

Noncompliance shall constitute a material breach hereof, and in the event of such noncompliance, within a reasonable period, the Authority shall have the right to terminate this Operating Permit

- 15.2 Federal Aviation Act, Section 308 - Nothing herein contained shall be deemed to grant the Operator any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act or the conduct of any activity on the Airport, except that, subject to the terms and conditions hereof, the Operator shall have the right to possess the assigned Area under the provisions of this Operating Permit.
- 15.3 Subordination to Operating Permit with the Delta States Government - This Operating Permit is subject and subordinate to the provisions of any Operating Permit heretofore or hereafter made between the Authority and the Delta States Government, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the Authority for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. The Authority covenants that it has no existing Operating Permit with the Delta States Government in conflict with the express provisions hereof.
- 15.4 Nonwaiver of Rights - No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.
- 15.5 Notices - Notices required herein may be given by registered or certified mail by depositing the same in the Delta States mail in the continental Delta States, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee seventy-two (72) hours after deposit of same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to Authority shall be delivered as follows:

Chief Executive Officer
Albany County Airport Authority
Albany International Airport
737 Albany Shaker Road
Main Terminal, 3rd Floor
Albany, NY 12211-1057

Notices to Operator shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to Operator at the following address:

UNIFI AVIATION, LLC
950 East Paces Ferry Road, Suite 2000
Atlanta, GA 30326

- 15.6 Captions - The headings of the several articles of this Operating Permit are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Lease and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- 15.7 Severability - If one or more clauses, section, or provisions of this Operating Permit shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Operating Permit shall not be affected thereby.
- 15.8 Waiver of Claims - The Operator hereby waives any claim against the Authority and its officers, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Operating Permit or any part thereof, or by any judgment or award in any suit proceeding declaring this Operating Permit null, void or voidable, or delaying the same or any part hereof, from being carried out.
- 15.9 Right to Develop Airport - It is further covenanted and agreed that the Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of the Operator and without interference or hindrance.
- 15.10 Incorporation of Exhibits - All exhibits referred to in this Operating Permit are intended to be and hereby are specifically made a part of this Operating Permit.
- 15.11 Incorporation of Required Provision - The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.
- 15.12 Non-liability of Agents or Employees - No member, officer, agent director, or employee of the Authority shall be charged personally or held contractually liable by or to the other party under term or provisions of this Operating Permit or because of any breach thereof or because of its or their execution or attempted execution.
- 15.13 Successors and Assigns Bound - This Operating Permit shall be binding upon and inure to the benefit of the successors and assignees of the parties hereto where permitted by this Operating Permit.
- 15.14 Right to Amend - In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Airport, or otherwise, the Operator agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Operating Permit as may be reasonably required.
- 15.15 Time of Essence - Time is expressed to be of the essence in this Operating Permit.

- 15.16 Gender - Words of any gender used in this Operating Permit shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 15.17 Force Majeure - Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Operating Permit due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its own power to control.

ARTICLE XVI: ENTIRE OPERATING PERMIT

- 16.1 This Operating Permit represents the entire and integrated Operating Permit between the Authority and the Operator and supersedes all prior negotiations, representations and Operating Permits, either written or oral. This Operating Permit may be amended only by written instrument signed by both the Authority and the Operator.
- 16.2 Nothing in this Operating Permit shall be deemed or construed to give any third party any claim or right of action against the Authority or the Operator which does not otherwise exist without regard to this Operating Permit.

IN WITNESS WHEREOF, the parties hereto have caused this Operating Permit to be executed the day and year first above written.

ALBANY COUNTY AIRPORT AUTHORITY

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

UNIFI AVIATION, LLC,

By: _____
Name: _____
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 in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on August 7, 2023; 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 in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on August 7, 2023; 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 personally known, who being duly sworn, did depose and say that he resides in _____ County, State of _____ and which executed the within instrument and that he signed his name thereto by like order.

Notary Public

EXHIBIT A

**SUPPORT SERVICES TO BE PROVIDED
TO DELTA AIRLINES, INC.**

AT

ALBANY INTERNATIONAL AIRPORT

- Delta Airlines, Inc. will provide space in the terminal for the contractor's use in servicing Delta Airlines, Inc. aircraft.
- Space that will be made available for contractor's use will include a break room, offices, supply storage areas, bathrooms and locker rooms and aircraft apron.
- The contractor will be held liable for keeping the area looking appropriate.
- The contractor will perform aircraft Ground Handling Services.

AGENDA ITEM NO. 10.4

**Construction Contract: Authorization to Award
Construction Contract 1151-GC for Exterior Painting
of Hangar #1 to Quality Painters.**

AGENDA ITEM NO: 10.4
MEETING DATE: August 7, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Planning and Engineering*

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

PURPOSE OF REQUEST:

Construction Contract: *Authorization to Award Construction Contract 1151-GC for Exterior Painting of Hangar #1 to Quality Painters.*

CONTRACT AMOUNT:

Base Amount \$57,300.00

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No ___ NA
Funding Account No.: CPN 2001

AWARD CONDITIONS MET:

Apprenticeship Y DBE N/A MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal N/A State N/A Airport 100%
Term of Funding: 2023-2024
Grant No.: N/A STATE PIN: N/A

JUSTIFICATION:

Request to award Contract # 1151-GC for the Exterior Painting of Hangar #1 to qualified low bidder Quality Painters. of Albany, NY for \$57,300.00. The contract scope includes the complete removal of any loose material by pressure washing and the application of two coats of industrial grade paint on all exterior surfaces. The award of this contract is contingent on compliance with a NYS DOL approved apprenticeship program.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.4
MEETING DATE: August 7, 2023

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Please refer to the attached Contract 1151-GC Bid Tabulation.

CONTRACT #1151-GC
Exterior Painting of Hangar 1 - Building 112

Company Name	Scholar Painting and Restoration	Atlas Painting & Sheeting Co.	Frank J Ryan & Sons	Quality Painters & Decorators, Inc.
Lump Sum Bid	\$158,320.00	\$260,000.00	\$64,500.00	\$57,300.00
Bid Bond	5%	5%	5%	
Board of Directors		X	X	X
Non-Collusion	X	X	X	X
Qualification Questionnaire	X	X	X	X
Acknowledgment	X	X	X	X

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

Albany Airport Authority Purchasing Department

Bobbi Matthews
 Bobbi Matthews
 Purchasing Agent

Sworn to before me this 25th day of July 2023
Jennifer A. Munger
 Notary Public

JENNIFER A. MUNGER
 Notary Public, State of New York
 No. 01MUG246332
 Qualified in Schenectady County
 Commission Expires Aug. 08, 2027

AGENDA ITEM NO. 10.5

**Service Contract: Automated Teller Machine
(ATM) Contract # 1155-ATM**

**Broadview Federal Credit Union
4 Winners Circle
Albany, New York 12205**

AGENDA ITEM NO: 10.5
MEETING DATE: August 7, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: Finance

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

PURPOSE OF REQUEST:

Service Contract: *Automated Teller Machine (ATM) Contract # 1155-ATM*

*Broadview Federal Credit Union
4 Winners Circle
Albany, New York 12205*

CONTRACT AMOUNT:

Contract Amount (estimated): *\$7,000.00/machine/year, three (3) year term with one (1) 3-year option period, subject to a review of transaction volumes*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes No NA
Funding Account Number: 23-02064-22-0000

JUSTIFICATION:

A Request For Competitive Proposals for Automated Teller Machine Services was issued on June 15, 2023 and Pre-Proposal Meeting was held on July 11, 2023. Prospective proposers were requested to propose the installation of ATMs at the following two locations:

- 1. One (1) Pre TSA Checkpoint in airport terminal; and,*
- 2. One (1) Post TSA Checkpoint.*

The Authority received one (1) proposal on July 20, 2023, it was opened, reviewed and determined as qualified. The contract has a three (3) year term with one (1) 3-year option.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.5
MEETING DATE: August 7, 2023

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Please refer to attached Recommendation Memorandum and Document Request List.

MEMORANDUM

TO: Michael Zonsius
Chief Financial Officer

FROM: Bobbi Matthews
Purchasing Agent

RE: Contract # 1155-ATM
Automated Teller Machines

DATE: August 2, 2023

A Request for Proposal for Contract # 1155-ATM for Automated Teller Machines as issued on June 15, 2023. A pre-proposal meeting was held on July 11, 2023 was attended by one potential vendor; Broadview Federal Credit Union. The proposal opening was held on July 20, 2023, and one (1) proposal was received from Broadview Federal Credit Union.

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
SEFCU	William Brannon	07/18/2023 12:11 PM EDT	Albany	New York
R.H. Crown Co., Inc.	Richard Reynolds	06/28/2023 01:33 PM EDT	Johnstown	New York
zanzibar seamoss and more	Carlos Montes	06/23/2023 10:54 PM EDT	Albany	New York
Broadview FCU	Daniel Clune	06/23/2023 03:11 PM EDT	Albany	New York
Gemscribe Notary Solutions, LLC	Stacey Cox	06/23/2023 06:54 AM EDT	Mount Vernon	New York
US ATM Network, Inc.- ACDBE, DBE, MWBE, EBE, SBE Certified	Kimberly McKinley	06/20/2023 01:48 PM EDT	Basalt	Colorado
School Wholesale Supplies LLC	JP DAS	06/20/2023 03:25 AM EDT	Nashville	Tennessee
Enterprise Pals, Inc.	Nazim Nashipudi	06/19/2023 03:56 AM EDT	Olathe	Kansas
Allied Solutions	Jason Collier	06/16/2023 10:11 AM EDT	Carmel	Indiana
jonson	jonson dew	06/16/2023 02:57 AM EDT	ny	
MFB Processing	Matt Bercovitz	06/15/2023 11:04 PM EDT	Chicago	Illinois
Tiles in Style DBA Taza Supplies	Mariam Ezzy	06/15/2023 02:19 PM EDT	Naperville	Illinois
Wats International, Inc.	Jim Watts	06/15/2023 12:51 PM EDT	Poughkeepsie	New York
Wisecom Technology	Azeem Razaq	06/15/2023 11:26 AM EDT	Lanham	Maryland
North America Procurement Council, Inc. PBC	Tim Loncarich	06/15/2023 11:10 AM EDT	Grand Junction	Colorado
vPrime Tech Inc	Jan Ghalib	06/15/2023 10:05 AM EDT	Houston	Texas

AGENDA ITEM NO. 10.6

**Service Contract: Professional Auditing
Services Contract No. 23-1147-AUD award to:**

**MMB + CO
11 British American Blvd
Latham, NY 12110-1405**

AGENDA ITEM NO: 10.6
MEETING DATE: August 7, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Finance*

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

PURPOSE OF REQUEST:

Service Contract: *Professional Auditing Services Contract No. 23-1147-AUD award to:*

MMB + CO
11 British American Blvd
Latham, NY 12110-1405

CONTRACT AMOUNT:

Total Contract Amount:	2023	\$55,500
	2024	58,275
	2025	61,250
	2026	64,250
	2027	67,500

BUDGET INFORMATION:

Anticipated in Current Budget: Yes No NA
Funding Account Number: 23-41010-71-000

JUSTIFICATION:

The Authority solicited the audit services of qualified firms of certified public accountants to audit its financial statements and OPEB trust for the year ending December 31, 2023, with the option to audit the financial statements for each of the four (4) subsequent fiscal years.

A Request for Proposals for Professional Audit Services was issued on May 9, 2023 and Pre-Proposal Meeting was held on June 1, 2023.

The Authority received four (4) proposals on June 9 of which two (2) were selected for interviews on August 2, 2023. An evaluation committee reviewed all four (4) proposals subsequent to the interviews and recommended MMB+Co. for approval to the Audit Committee. The Audit Committee concurred with Staff's recommendation.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.6
MEETING DATE: August 7, 2023

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

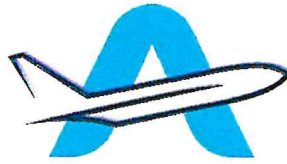
PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

August 4, 2023 Memo from Michael Zonsius to the ACAA Audit Committee

MMB+Co. Proposal



To: Audit Committee

From: Michael Zonsius

Date: August 4, 2023

The Authority issued a Request for Proposals ("RFP") for Professional Audit Services that were last solicited in 2018.

A Pre-proposal Meeting was convened on June 1 (attended by two firms) and the following four (4) audit firms submitted bids and were opened on June 9th;

1. Bonadio Group; and,
2. BST; and,
3. EFPR Group, CPA's; and,
4. Mengel Metzger Barr & Company, LLP.

The four proposals were reviewed, and although each had capabilities to perform the audit services, two (2) firms, Bonadio Group and Mengel Metzger Barr & Company, LLP exhibit current airport auditing experience. Both, BST and EFPR Group, CPA's were contacted for verification of their current airport financial audit experience, or lack thereof.

Bonadio & Co. LLP experience includes being the current auditor for the Monroe County Airport Authority (Rochester) and this was confirmed with a telephone call to said airport. The experience of Mengel Metzger Barr & Company, LLP ("MMB"), formerly Marvin and Co., includes being the Authority's auditor for the periods 1994-2004 and 2008-2023. MMB, its partners and staff have rotated their duties to ensure and reinforce auditor independence in accordance with the Public Authorities Law.

With direction and concurrence from the Audit Committee Chairman, all respondent proposals were sent to the entire Board on July 13, and Bonadio Group and Mengel Metzger Barr & Company, LLP were invited to make presentations five-minute presentation, which were subsequently conducted to an evaluation committee made up of three (3) Staff members on August 2nd. The evaluation committee reviewed the proposals and scored the respondent RFPs as follows (possible score 300 pts.): Bonadio Group, 285; BST, 228; EFPR Group, CPA's, 239; and Mengel Metzger Barr & Company, LLP, 291.

Accordingly, I recommend to the Audit Committee to recommend to the Albany County Airport Authority Board, the award of Contract No. 23-1147 to Mengel Metzger Barr & Company, LLP.



BUSINESS
ADVISORS
AND CPAS

June 9, 2023

Ms. Bobbi Matthews
Purchasing Agent
Albany International Airport
737 Albany Shaker Road
Main Terminal, Third Floor
Albany, NY 12211-1057
Email: bmatthews@albanyairport.com

Dear Ms. Matthews:

We would like to thank you for the opportunity to submit this proposal to continue providing auditing and other services required by the Albany County Airport Authority (the Authority).

Effective January 1, 2023, Marvin and Company, P.C. merged with the Firm Mengel Metzger Barr & Co. LLP forming one unified team, MMB + CO. Together we are excited to bring a deeper level of expertise to our client base throughout New York State.

As you know, MMB + CO has dedicated substantial resources toward meeting the needs of public authorities such as the Authority. Our understanding of public authorities, and specifically the Albany County Airport Authority, enhances our ability to meet the audit and other needs of management and the Authority Board.

Contact Information: Heather R. Lewis, CPA, Partner, hlewis@mmb-co.com
James E. Amell, CPA, Principal, jamell@mmb-co.com

MMB + CO
11 British American Boulevard
Latham, NY 12110-1405
Telephone: 518-785-0134
Fax: 518-785-0299

We trust that our proposal will provide all the information needed to facilitate the selection process. However, if you have questions related to the content of our proposal, please contact Heather or Jim at (518) 785-0134.

We are available to meet with the Authority to discuss our proposal.

We look forward to continuing to work with you and the Authority in a mutually rewarding relationship.

Yours truly,

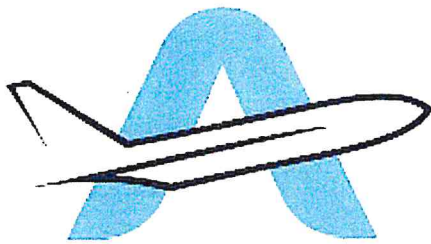
Heather R. Lewis, CPA
Partner

James E. Amell, CPA
Principal

Canandaigua • Elmira • Latham • Queensbury • Rochester

Albany County Airport Authority • 2023 • June 9, 2023

WE VALUE YOUR FUTURE



ALBANY

INTERNATIONAL AIRPORT

Albany County Airport Authority
Contract No. 23-1147-AUD

Proposal to Provide Professional Auditing Services

Submitted By
MMB + CO

11 British American Boulevard
Latham, NY 12110-1405
(P) 518-785-0134
(F) 518-785-0299

Heather R. Lewis, CPA, Partner
hlewis@mmb-co.com
(Direct) 518-250-4540

James E. Amell, CPA, Principal
jamell@mmb-co.com
(Direct) 518-250-4601

June 9, 2023

The information or data on Exhibit D: Proposal F-2, Exhibit D: Proposal F-1 and related listing of partners, and Exhibit D: Proposal F-3 financial information and related limited financial disclosure, of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical or other information which constitute trade secrets or such, if publicly disclosed, would result in substantial injury to our competitive position. We request that the Authority use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom Of Information Law (FOIL) and that public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the Authority pursuant to FOIL.



BUSINESS
ADVISORS
AND CPAS

Albany County Airport Authority

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Albany County Airport Authority

EXECUTIVE SUMMARY

MMB + CO is committed to assisting our clients with their audit, accounting and management advisory needs. We pride ourselves on the special relationships we develop with our clients and concentrate our service practice around working in concert with them to achieve their goals and objectives. We look forward to continuing our relationship with the Albany County Airport Authority and are confident that the following pages will illustrate our dedication to offering the Authority and all of our clients quality audit services.

FIRM ORGANIZATION AND STRUCTURE

MMB + CO is a regional accounting firm that has the perfect mix of large-firm resources and small-firm attention to detail that is desired by organizations like the Albany County Airport Authority. We still value the same personalized service and commitment to our client relationships that has been a hallmark of our reputation since 1923. We service a wide range of school districts throughout New York State from our five offices located in Latham, Queensbury, Rochester, Canandaigua, and Elmira. Our organizational structure follows:

	<u>Total</u>
Partners	30
Principals	23
Director	1
Senior Managers	10
Managers	13
Seniors	30
In-Charge	12
Associate II	12
Associate I	<u>17</u>
Total	148

The audit of the Authority will be staffed from our Latham, NY office.

EXPERTISE

MMB + CO currently is the auditor for the Authority and other public authorities located in the Capital District. We are experienced in meeting the Authority's time lines for the completion of the annual audit. In addition, MMB + CO has a wide range of experience in dealing with accounting and auditing matters as they relate to other governments and their agencies in general. We also have a broad background in not-for-profit audits, single audits under the Uniform Guidance, commercial audits, commercial and tax compliance work.

RESOURCE DEDICATION

The MMB + CO engagement team is comprised of trained, experienced professionals who are committed to providing service tailored to your needs. Our firm selects the engagement team with great care, ensuring that the staff chosen will have extensive experience servicing similar entities.

We differentiate our services by building a strong relationship with our clients based on our understanding of their needs and communication. Through our resource dedication, we work with our clients to respond timely and creatively manage their problems and opportunities.

RESPONSIVENESS

Responsiveness and effective communication are crucial to an efficient engagement. With that in mind, MMB + CO strives to establish and maintain the lines of communication. We are an accessible, proactive firm that offers timely responses as well as targeted mailings and seminars that are designed to inform our clients regarding pertinent information or regulatory pronouncements.

Albany County Airport Authority

INDEPENDENCE

MMB + CO is independent and will remain independent of the Authority as defined by U.S. generally accepted auditing standards and *Government Auditing Standards*. Each year our firm reviews our independence status with all clients by asking our professional and support staff to complete independence questionnaires. We have established quality control policies and procedures to deal with independence issues and potential conflicts of interest and continually assess our client relationships and public responsibility. We are not aware of any issues that would impair our independence or conflicts of interest between MMB + CO and the Authority.

LICENSURE

MMB + CO is registered with the New York State Education Department Office of the Professions. We meet all requirements to practice in New York State. All professional staff who have met the qualifications to be licensed in New York State are in good standing. There has been no disciplinary action taken or pending against the firm or any member thereof.

CONTINUING PROFESSIONAL EDUCATION

Our firm subscribes to an intensive program of targeted, industry-specific continuing professional education that updates the skills of our talented professionals so they can apply the latest industry developments in the specific areas that impact our clients. Our firm's continuing professional education program is geared to satisfy the standards of the AICPA, NYS and the Government Accounting Office for compliance with the Yellow Book and Uniform Guidance. Compliance with continuing professional education (CPE) requirements is monitored by MMB + CO's administrative staff. Individual compliance is reviewed semi-annually to ensure compliance with regulations.

PEER REVIEW/QUALITY CONTROL

The growth and strength of our Firm has been and will continue to be based on delivery of the highest quality professional service. We devote substantial financial and human resources to assure the services we deliver to clients are done so in a cost effective and quality manner. We are members of the AICPA's Peer Review Program, which requires peer reviews to ensure compliance with stringent quality control standards set by the AICPA to foster quality performance. This process involves engaging an outside accounting firm to conduct a review of our internal procedures every three years. Each of our peer reviews, including our most recent peer review which was completed as required in September 2021, has resulted in a pass rating. (See Appendix I.) In addition, we conduct our own internal peer review annually.

CONTINUAL COMMUNICATION

MMB + CO makes every attempt to communicate with clients throughout the year and encourages management to call us with questions as they arise. We consider periodic phone calls to be part of the audit planning process; phone calls or informal meetings do not result in additional charges unless additional services or research are required. We are a firm that is available when you need us!

RECORDS RETENTION

Our firm has adopted a records retention policy of seven years. After seven years, our audit documentation and files will no longer be available. Physical deterioration or catastrophic events may shorten the time during which our records will be available.

AFFILIATED PROFESSIONAL ORGANIZATIONS

MMB + CO is an independent member of the BDO Alliance USA, a national and international certified public accounting firm that services clients through more than 800 offices in more than 160 countries. This affiliation adds multi-dimensional capacity to MMB + CO in terms of accessible expertise in audit, accounting, and management advisory services.

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DIVERSITY (Affirmative Action Policy)

MMB + CO provides Equal Employment Opportunity to all people in all aspects of employment practices without discrimination because of race, color, religion, citizenship, creed, national origin, ancestry, sex, gender, sexual orientation, marital status, age, genetic history, disability or veteran status.

MMB + CO is dedicated to providing women and minorities with opportunities and the means to develop and grow into leadership positions. As a Firm, we are substantially ahead of industry average as it relates to the number of female partners. Our female partners total 50% of our ownership group. Overall, the MMB team is comprised of approximately 53% individuals who are female and/or of color/minority.

COMMUNITY INVOLVEMENT

Many of our partners and managers serve on the governing boards of not-for-profit organizations. Not only do we understand the importance of the business relationships we forge with these organizations, but we also believe in the importance of what they do. We understand that these vital organizations are facing difficult times. We believe in supporting the organizations with which we work. Whether it is through volunteer efforts or support for and attendance at their special events, MMB + CO makes it a point to support our clients. Some of the not-for-profit organizations that MMB + CO has supported in the past year include Addictions Care Center of Albany, Homeless And Travelers Aid Society of the Capital District, Mohonk Preserve, The Schenectady Foundation, New Horizons Resources, Inc., Albany Academies, Capital District YMCA, Gateway Community Industries, NYSARC, Inc. Schoharie County Chapter, Abilities First, Inc., Hope House, Equinox, St. Colman's Home, Unity House of Troy, Vanderheyden Hall and many more.

We are also long-time supporters of the Tech Valley Non-Profit Business Council (TVNBC) through the Capital Region Chamber. The TVNBC develops, coordinates and provides programs on a monthly or bi-monthly basis. The programs are centered on current topics relevant to local not-for-profit organizations. They include key speakers involved in many aspects of managing and developing the local not-for-profit sector, which includes giving individuals real work exposure to the issues that face their organizations. We think this is a vital resource in the Capital Region worthy of our support.

Internally we have a community services group that tracks events and solicits participation. We have participated in such events with the Regional Food Bank of Northeastern New York, Northern Rivers Holiday Gift Campaign, Equinox Thanksgiving Food Preparation, Habitat for Humanity, Junior Achievement and many others.

Whether from our direct support of our clients, indirectly through our support of regional organizations, or through volunteerism, we believe in supporting our not-for-profit clients.

MEMBERSHIPS

MMB + CO is a member of the AICPA Government Audit Quality Center, AICPA Employee Benefit Plan Audit Quality Center, NYS Government Finance Officers Association (GFOA), the New York State School Boards Association (NYSSBA), and the New York State Association of School Business Officials (ASBO). Our partners are frequent presenters for many of these associations.

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EXPERIENCE

Since our incorporation, we have experienced substantial growth and have maintained a position of dignity and responsibility in the Capital Region. Our size ranks us as one of the larger regional CPA firms. We currently maintain offices in Latham, Queensbury, Rochester, Canandaigua and Elmira and service clients throughout New York State. Even though we are considered a large firm, we feel that our location and staffing allow us to provide personal service to all of our clients. We are an experienced firm with young ideas, always attracting clients whose work we are capable of performing.

MMB + CO has a wide range of experience in dealing with accounting and auditing matters as they relate to governments and their agencies in general. We also have a broad background in entity-wide audits under the single audit concept.

PARTNERS, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

One of the most important considerations to be undertaken by the Authority in its selection of an auditor is the ability of the firm to meet the Authority's audit requirements and provide technical guidance as necessary. We believe we have assembled a team of professionals who will continue to successfully meet your audit and technical needs. MMB + CO goes to great lengths to staff our organization with the most highly qualified accounting personnel in the profession.

We keep our staff current with the requirements of the Government Accounting Office (GAO) auditing standards, the Single Audit Act and Uniform Guidance. We have an extensive library available to our staff that includes federal and state laws, codes of rules and regulations and audit guides. Due to the significant number of governmental clients that we audit, most of our staff are required to meet the continuing education requirements established by the GAO. All engagement partners/principals, managers and senior accountants will have met those standards.

We are also familiar with the applicable regulations and laws of the United States General Accounting Office, the Federal Office of Management and Budget, the Federal Aviation Administration, the State of New York Department of Transportation and the County of Albany.

Members of the audit team have all attended special courses on governmental auditing and accounting within the last three years and meet all continuing education requirements of the GAO.

The following is a summary of the personnel who will be assigned to the engagement. We will ensure the quality of staff over the term of the agreement by assigning primary audit responsibility to only those individuals who are experienced in similar types of engagements and have met the governmental education requirements. We are committed to assigning the same personnel to this engagement for the entire term unless an event beyond our control prevents that.

<u>Name</u>	<u>Title</u>
James E. Amell, CPA	Engagement Principal
Heather R. Lewis, CPA*	Partner
Christopher J. Healy, CPA, CGFM*	Partner
Alan W. Clink, CPA*	Partner
Jennifer A. Menard	Assurance Manager
Peter Rooney, CPA	Senior Associate
John J. Unser, ITIL	Chief Information Officer

*In accordance with public authorities law, the lead engagement partner must rotate at minimum, every 5 years. When rotation is required for the December 31, 2025 year-end audit, either Heather, Chris, or Alan would become the lead engagement partner.

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James E. Amell, CPA, Principal, would be the engagement principal. Jim is a Principal with over 40 years of experience in auditing governments, public authorities, not-for-profit organizations, and membership organizations. He would be responsible for the development of the audit program and supervision and review of the audits. Jim has worked with the Authority for the past three years. His experience and knowledge of the Authority is of special importance to the engagement. Jim will ensure that all work is performed timely and in accordance with applicable professional standards.

Heather R. Lewis, CPA, Partner, will be an additional partner contact. Heather has nearly 20 years of diversified public accounting experience with a significant emphasis in auditing and management consulting services in the not for profit industry, including audits performed in accordance with *Government Auditing Standards* and the Uniform Guidance. She will be responsible for the final quality control review and serve as an independent sounding board for the Authority should the need arise. Heather has previously served as engagement partner on the Authority's audit.

Christopher J. Healy, CPA, CGFM, Partner- Chris is a Partner with over 10 years of experience providing audit and consulting services to school districts, public authorities, and not-for-profit organizations. In addition to being a licensed CPA, Chris is a Certified Government Financial Manager (CGFM). He would be available to become the engagement partner when rotation is required. Chris has previously been the audit manager assigned to the Authority's audit.

Alan Clink, CPA, Partner- Alan is a Partner with over 20 years of experience in auditing governments, public authorities, not-for-profit organizations, membership organizations and employee benefit plans. In addition to being a licensed CPA, Alan is a member of the firm's Accounting and Auditing Executive Committee.

Jennifer A. Menard, CPA, Assurance Manager- Jen has over 6 years of experience in providing audit services. Jen will be responsible for the assignment, review and performance of day-to-day fieldwork, and supervision of associate staff during the audit.

John. J. Unser, CISO, Chief Information Officer, will assist in obtaining our understanding of the IT network and hardware. He will work with the appropriate individuals to gain an understanding of your computer information systems using a questionnaire. He will review the responses, assess control risk and provide suggestions for improvement.

Included in this proposal are resumes of each person named above who will be utilized in the performance of this contract. All persons are full-time employees of MMB + CO.

PERTINENT CLIENT LIST

A partial listing of clients we provide or have recently provided auditing and tax services to follows:

Public Authorities

Albany County Airport Authority
Clifton Park Water Authority

Livingston County Water and Sewer Authority
Wayne County Water and Sewer Authority

Governmental Entities

Albany Public Library
Averill Park Central School District
Bethlehem Central School District
Bethlehem Public Library
Cambridge Central School District
Capital District Regional Planning Commission
Coxsackie Athens Central School District
Elsmere Fire District
Gloversville Enlarged School District
Greater Glens Falls Transit System
Hudson Falls Central School District
Hyde Park Central School District
Middleburgh Central School District

NYS Thoroughbred Breeding and Development Fund
Niskayuna Central School District
Ravena Coeymans Selkirk Central School District
Saratoga Springs Central School District
Saratoga Springs Public Library
Schalmont Central School District
Schodack Central School District
Town of Bolton Local Development Corp
Town of Duanesburg
Town of Guilderland IDA
Wells Central School District
Westmere Fire District

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The following is some more detail on some of the governmental authorities we have served:

Albany County Airport Authority - Administration Building, Suite 204, Albany, NY 12211-1057

Scope of Work - Our audit work included the following:

- A report on the compliance and on internal control over financial reporting based on the audit of the financial statements in accordance with *Government Auditing Standards*.
- An *in-relation-to* report on schedule of expenditures of Federal Awards and the schedule of Passenger Facility Charges collected and expended.
- A report on compliance with requirements applicable to the major federal programs and on internal control over compliance in accordance with Uniform Guidance.
- A report on compliance with specific requirements applicable to the Passenger Facility Charge program.
- A report on compliance with the Authority's investment guidelines.
- A report on the internal control used in administering the Passenger Facility Charge program.
- A report on compliance for the New York State Department of Transportation Financial Assistance Program and on internal control over compliance required by New York State Codification of Rules and Regulations.
- A schedule of findings and questioned costs.
- A report on the fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles for the OPEB Trust.
- A report on agreed upon procedures for the Customer Facility Charges.

Date – Period ended December 31 audits performed April 1994 to April 2001 and March 2008 to March 2017

Engagement Directors Throughout the Term – Kevin McCoy, CPA/James Amell, CPA/Heather Lewis, CPA

Total Hours - Approximately 275-300 hours per period

Contact Person – Michael Zonsius, Chief Financial Officer

Phone - (518) 242-2204

Conflict of Interest – None

Clifton Park Water Authority - 661 Clifton Park Center Road, Clifton Park, NY 12065

Scope of Work - Our audit work included the following:

- A report on the fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.
- A report on the compliance and on internal control over financial reporting based on the audit of the financial statements in accordance with *Government Auditing Standards*.
- A report on compliance with requirements included in the financial statements of Section 2925 (3)(f) of New York State Public Authorities Law.

Date – Period ended December 31 audits performed 2009 to 2022

Engagement Partner – Heather R. Lewis, CPA

Total Hours – Approximately 250 hours per period

Contact Person – Donald J. Austin, Administrator

(518) 383-1122

Conflict of Interest –None

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WORK PLAN AND AUDIT APPROACH

Services

We will provide annual audit services and other agreed upon procedures for the year ending December 31 of each year beginning with December 31, 2023, with the option of auditing the Authority's financial statements for the four (4) subsequent fiscal years.

- An audit of the Authority's annual financial statements for the year ending December 31, 2023, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles in the US.
- Perform certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
- Provide an "in-relation-to" report on the Schedule of Federal Financial Assistance and the Schedule of Passenger Facility Charges collected and expended based on the auditing procedures applied during the audit of the financial statements.
- The audit and other agreed upon procedures will be performed in accordance with generally accepted auditing standards and attestation standards set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the U.S. Federal Aviation Administration's Passenger Facility Charge Program Audit Compliance Guide and the NYS Department of Transportation Single Audit Requirements.
- A report on the internal controls over financial reporting based and on compliance and other matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*.
- A report on compliance with requirements applicable to each major federal program and on internal controls over compliance required by the Uniform Guidance.
- A report on compliance with requirements applicable to the Passenger Facility Charge Program and on internal control over compliance.
- Schedules of findings and questioned costs for the major Federal Award Programs and the Passenger Facility Charge Program.
- A report required by the NYS Department of Transportation on compliance with requirements applicable to State Transportation assistance expended and on internal control over compliance.
- A report on compliance with the Authority's investment guidelines.
- In the required report(s) on internal controls, we shall communicate any material weakness found during the audit. A material weakness shall be defined as a significant deficiency, or combination of significant deficiencies in the design or operation of the internal control structure, that could result in more than a remote likelihood that a material misstatement of the financial statement will not be prevented or detected by the Authority's internal controls.
- The reports on compliance shall include all instances of noncompliance, irregularities and illegal acts. We shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which we become aware.
- If requested by the fiscal advisor, counsel, and/or the underwriter, issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".
- A report on the fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles for the OPEB Trust.
- A report on agreed upon procedures for the Customer Facility Charges

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In addition, we will provide the following to the Audit Committee:

- Required communication to those charged with governance, which includes: the auditor's responsibility under generally accepted auditing standards, significant accounting policies, management judgements and accounting estimates, significant audit adjustments, disagreements with management, management consultation with other accountants, major issues discussed with management prior to retention and difficulties encountered in performing the audit.
- Attendance at an Audit Committee meeting to discuss the scope of the audit.
- Attendance at the Audit Committee and Board of Directors meetings to present our final reports.

Audit Approach

MMB + CO will approach this engagement as we approach all audit engagements; based on risk assessments related to the Authority. Our audit planning and audit procedures are designed based on those risk assessments. During all phases of the engagement, communication between MMB + CO and the Authority will lead to an effective and efficient audit process.

Based on our prior experience with the Authority and our present understanding of current operations, our approach to the audit would be similar to prior engagements as outlined below:

The audit, in accordance with *Government Auditing Standards*, will include reports on the study and evaluation of the internal controls over financial reporting and compliance with laws and regulations that could have a direct and material effect on the Authority's financial statements.

The standards applicable to this contract require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the program's financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management as well as evaluating the overall financial statement presentation.

Our typical approach used to gain an understanding of internal controls is to provide a brief questionnaire to be completed by individuals responsible for processing transactions, meet with finance department staff to clarify our understanding, and then prepare flow charts. We would then identify potential weakness and discuss possible compensating controls with the Chief Financial Officer. Any areas material to the financial statements where control risk cannot be assessed as "low" or "moderate" will be subject to additional testing. We would perform this work, along with transaction testing, prior to year-end.

General computer controls are evaluated and assessed by our IT manager in conjunction with your IT staff. Application controls, if any, are reviewed and tested by our audit staff alongside your staff.

We use non-statistical sampling methods to select transactions for testing. Sample sizes, however are based on statistical calculations. We will select sufficient transactions to support reliance on internal control if we assess control risk below maximum. Sample sizes for payroll and disbursements tests will be 40 each, assuming control risk may be assessed as "low" in these areas. If this is not the case, then we will increase sample sizes to 60. We stratify the population to test those transactions that are individually significant for the purpose of tests of account balances. When possible, we use data extraction software (*IDEA*) to analyze data files and select samples. This would require you to provide us with electronic copies of cash disbursement, purchases and other data files.

Single Audit/Uniform Guidance

In addition, many of our government and not-for-profit clients are subject to the single audit act due to funding received directly or indirectly from Federal agencies, such as the U.S. Department of Health and Human Services, the U.S. Department of Agriculture, the U.S. Department of Education, the U.S. Department of Housing and Urban Development and the U.S. Department of Transportation. We understand how to identify the key compliance requirements, leverage our procedures and focus our audit attention on the key requirements of the Uniform Guidance.

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Procedures for determining applicable laws and regulations that would be tested include review of the Authority's origination documents, applicable state and local law (including public authority law), certain contractual agreements, pronouncements of state and federal agencies including the Office of Management and Budget and the Federal Aviation Administration, NYS Department of Transportation, and applicable guidance from the AICPA and similar organizations. Compliance with applicable laws and regulations will be tested through various methods including tests of transactions selected judgmentally.

At the conclusion of fieldwork, we will hold an exit conference with the Chief Financial Officer to update him on the status of the audit and any items still needed from the Authority to complete the engagement.

Review and Completion

Upon completion of the audit work and our firm's internal review process, we will deliver a draft copy of our reports to the Chief Financial Officer and attend a meeting with the Audit Committee to discuss the reports. After Authority approval, we will finalize our reports.

Risk Assessments (Identifying High Risk)

Under professional standards, an auditor plans the audit to obtain reasonable assurance of detecting misstatements that, in our judgment, could have a material effect on the financial statements taken as a whole. Audit risk is the risk that an auditor may unknowingly fail to modify the opinion on financial statements that are materially misstated. High risk areas would be in areas where the inability to detect material misstatements would be the greatest. Risk assessment is fundamental to the audit process, and we approach the risk assessment process from several perspectives. First we talk to management. (Our involvement doesn't stop with the finance department.) We pride ourselves on obtaining an understanding of the risks that face your organization from a wide range of internal sources. We also consider the concerns of management and those charged with governance. We always try to incorporate those concerns into our audit design. We will obtain an understanding of your organization and its environment, including internal control, to identify areas where there is an increased risk of material misstatement of the financial statements. This phase will include interviews of management, those charged with governance and key personnel involved in the processes and walkthroughs of specific transaction cycles. Every member of the engagement team will meet to have a "brainstorming" session specific to the Authority prior to final fieldwork. We then plan our audit procedures with the organization's specific risks in mind. As the engagement progresses we maintain a focus on risks that may arise outside of our initial assessment and adjust our procedures and make recommendations accordingly.

Audit Planning and Preliminary Work

The most important stage of any engagement happens before any fieldwork takes place. At MMB + CO, we believe that proper planning is critical to the success of the engagement. Our goal as your auditor is to make sure that your audit is efficient and cost-effective. In order to accomplish this, we will meet with your key personnel to provide a framework for the audit. This extensive planning includes:

- Studying and evaluating your system of internal control
- Anticipating any issues that might arise prior to the start of the audit
- Answering questions regarding accounting issues that your staff may have
- Performing a risk assessment to help focus the audit effort
- Outlining the responsibilities of your organization in assisting us with the audit
- Develop an audit approach with an emphasis on areas of your concern
- Incorporating and evaluating relevant compliance with laws and regulations

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We will begin our planning for the Authority during December when convenient for your staff. We will develop a specific timeline relative to the deliverables for the specific areas of concentration for audit fieldwork. We will also provide you with a prepared by client checklist of items based on our planning. We will perform control tests over cash disbursements and parking revenue in order to place reliance on your system of internal control to promote efficiency in the audit process.

Because of our extensive knowledge of the Authority, its operations, and control structures, our focus would be on any significant changes to policies or procedures. We would not need to spend significant time "getting to know you". This will allow for a streamlined audit process, focusing on the areas of risk rather than general knowledge.

Final Fieldwork

The Authority's final audit fieldwork will be conducted during late-January to mid-February after the year-end accounting records have been completed and finalized by management. Audit procedures during this phase of the audit process will include primary substantive procedures consisting of tests of details and substantive analytical procedures. Our tests will include examination of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of receivables, investments as well as certain other assets and liabilities by correspondence with selected creditors and financial institutions.

Audit Technologies

We utilize a "paperless audit" software system developed by ProSystem fx Engagement in performing and documenting our audit procedures. If possible, we will use data extraction software (IDEA) to evaluate information and to assist us in highlighting audit areas and assist in stratifying voluminous transactions. During all stages of our audit process, MMB + CO incorporates automated audit tools to provide you with timely information and effective and efficient audits. MMB + CO utilizes a third party practice aid to prepare an audit approach specifically tailored to your organization utilizing a risk-based audit methodology. We also provide clients with a secure data portal on our website allowing for efficient transfer of electronic data between our firm and your organization.

Information Technology Services

In addition to traditional accounting, audit and tax services, MMB + CO offers a variety of Information Technology (IT) services. Whether you need assistance with IT related staff training, developing policies and procedures or securing your network, our team is here to meet your needs.

Some of the IT services performed by MMB + CO include internal and external network mapping, internal and external vulnerability testing, phishing tests, email spoofing and Wi-Fi security auditing.

Control of Audit Effort

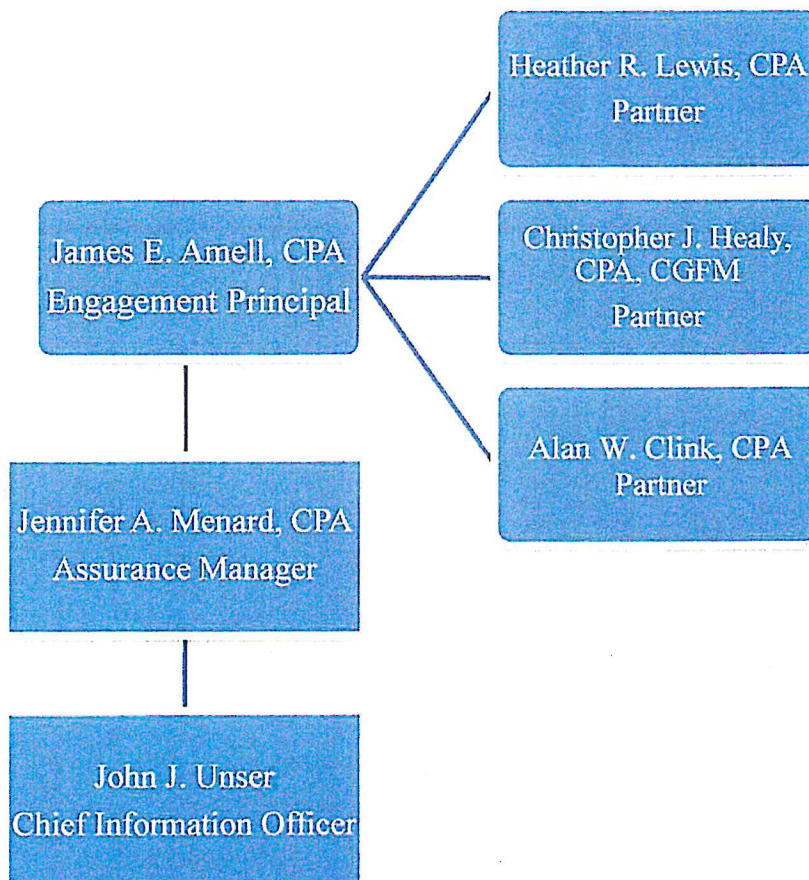
MMB + CO is acutely aware of the importance attached to an engagement that is adequately supervised and reviewed. Whether in your office or ours, MMB + CO supervisors, managers and partners will review our fieldwork product timely. Whether we are performing a preliminary evaluation of a new accounting pronouncement or client reporting matter in the planning stage or the final review of financial statement "audit documentation," we will not release our report without the proper level of review as prescribed by the firm's Quality Control Document. The proper functioning of this document has been tested during our peer review, as well as through 100 years of practice. We believe that it is important to maintain this oversight so that questions or issues encountered by our professional staff can be addressed before a final communication is provided to your organization. Over the term of our engagement as the Authority's auditors, we have ensured finalization of the reports by the Authority's deadline.

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Assistance by Your Personnel

MMB + CO believes in utilizing the work of client staff to the fullest extent possible to minimize your costs. We will provide your personnel with a list of schedules to be completed for each phase of fieldwork. In most cases these will be the same schedules you prepare to support your financial statements and complete your month end close. These lists will be provided well in advance to allow time for adequate completion. We will also need access to various personnel during the audit to help us gain an understanding of your internal control processes and verify their implementation. We approach client assistance from the perspective of maximizing your knowledge and ability to reduce audit costs, while at the same time minimizing the burden on you and your staff.

Organizational Chart Specific to Albany County Airport Authority



Albany County Airport Authority

Fees

Total Estimated Fee for 2023 engagement: \$ 55,500

Total fee estimate for the following engagements:

2024	\$ 58,275
2025	\$ 61,250
2026	\$ 64,250
2027	\$ 67,500

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE 2023 FINANCIAL STATEMENTS
AND OTHER SERVICES OUTLINED IN THIS PROPOSAL**

	Hours	Standard Hourly Rates	Total
Partner/Principal	45	\$300 - \$350	\$ 15,750
Manager	85	\$125 - \$275	\$ 16,000
Senior	120	\$ 80 - \$125	\$ 13,750
Staff	120	\$ 60 - \$ 80	<u>\$ 10,000</u>
Subtotal			<u>\$ 55,500</u>
Total all-inclusive estimated fee for the 2023 audit			<u>\$55,500</u>

The fees quoted above include comfort letters as requested by the Authority.

Rates for Additional Professional Services

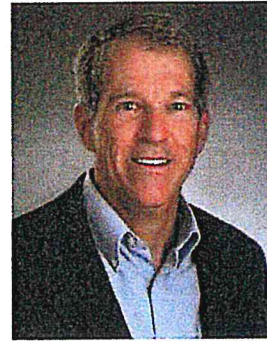
Any additional services or special projects agreed to between the Authority and MMB + CO would be billed at our standard hourly rates, which would be effective for the 2023 audit.

Partner/Principal	\$300 - \$350
Manager	\$125 - \$275
Senior	\$ 80 - \$125
Staff	\$ 60 - \$ 80

*These rates are typically updated annually on October 1.

Biographies

James E. Amell, CPA
Principal



EMPLOYMENT

July 1981 - Present

MMB + CO
Principal

EDUCATION

Siena College
BBA in Accounting, Cum Laude, 1981

CERTIFICATION

Date: November 1983
State: New York
Number: 48254

EXPERIENCE

More than 40 years of experience in auditing, accounting, tax and management advisory services for school district, government and business organizations, including:

Albany County Airport Authority
Averill Park Central School District
Chatham Central School District
Coxsackie-Athens Central School District
Glens Falls City School District
Niskayuna Central School District
Queensbury Central School District
Ravena Coeymans Selkirk Central School District
Saratoga Springs City School District
Schalmont Central School District
Schoharie Central School District
Voorheesville Central School District
Wells Central School District

MEMBERSHIPS

Member American Institute of Certified Public Accountants
Member New York State Society of Certified Public Accountants
Member NYS Association of School Business Officials
Member Northeast Subcontractors Association
President Scotia Rotary Club 2002-03
Treasurer Glens Falls Symphony
Finance Committee Chair Rotary District 7190
Trustee and Treasurer The Hyde Museum
Member Siena College Alumni Association
Member Adirondack Mountain Club

Biographies

Heather R. Lewis, CPA

Partner

EMPLOYMENT

June 2002 - Present

MMB + CO
Partner

EDUCATION

Siena College
BS in Accounting, May 2002

CERTIFICATION

Date: July 13, 2004
State: New York
Number: 091102



EXPERIENCE

Over 20 years' experience providing accounting, auditing and consulting services to various entities including school districts and governmental organizations. Some of the governmental entities that Heather has been involved with include:

Albany County Airport Authority	Green Island UFSD
Saratoga Springs City School District	Mechanicville City School District
Cobleskill-Richmondville Central School District	Enlarged City School District of Troy
Schodack Central School District	Lansingburgh Central School District
Queensbury Union Free School District	Schoharie Central School District
North Colonie Central School District	Gloversville Enlarged School District
Schalmont Central School District	Elsmere Fire District
Ravena-Coeymans-Selkirk Central School District	Clifton Park Water Authority
Coxsackie-Athens Central School District	Niskayuna Central School District
Averill Park Central School District	Hyde Park Central School District
Stillwater Central School District	Berlin Central School District
Cohoes City School District	City School District of Albany
Hoosic Valley Central School District	Bethlehem Central School District
Waterford-Halfmoon UFS	

MEMBERSHIPS

Member American Institute of Certified Public Accountants (AICPA)
Member New York State Society of Certified Public Accountants
Member AICPA Government Audit Quality Center
Member NYS Association of School Business Officials
Member GFOA

CONTINUING PROFESSIONAL EDUCATION

Financial Management, Accounting and Auditing presented by ASBO (3 days in past 3 years)
Annual School District Specific In-house Training (4 days in past 3 years)
Yellow Book (7 hours)
Government Accounting and Auditing Conference (2 days)
Internal Control and Risk Assessment Standards (5.5 days in past 3 years)
General Accounting and Auditing Updates (6.5 days in past 3 years)
Annual Government Audit Quality Center Update (6 hours)
Single Audit/Uniform Guidance (15 hours)

Biographies

Alan W. Clink, CPA
Partner

EMPLOYMENT

October 2005 - Present	MMB + CO Partner
2001 – October 2005	Piaker & Lyons, P.C., Norwich, NY Staff Accountant
1998 – 2001	Procter & Gamble, Norwich, NY Accountant



EDUCATION

Hartwick College, Oneonta, NY
BS in Accounting, May 1998, Magna cum laude

CERTIFICATION

Date: August 31, 2005
State: New York
Number: 092818

EXPERIENCE

Provides accounting and auditing services to various entities including membership organizations, not-for-profit organizations, manufacturers, health care organizations, local unions, employee benefit plans and HUD audits. Some of the organizations Alan has been involved with include:

- The Adirondack Council, Inc.
- Center for Economic Growth, Inc.
- The Children's Home of Kingston, Inc.
- Habitat for Humanity Capital District, Inc.
- New Horizons Resources, Inc.
- New York State Public Employees Federation
- New York State School Boards Association
- New York State Municipal Workers' Compensation Alliance
- New York State Statewide Workers' Compensation Trust
- Northern Rivers Family Services, Inc.
- Northeast Parent & Child Society, Inc.
- Parsons Child and Family Center
- School 10, A Project of TAP, Inc.
- TAP, Inc.

OTHER ACTIVITIES

- Member, American Institute of Certified Public Accountants
- Member, New York State Society of Certified Public Accountants
- Former Treasurer, Board of Directors, United Way of New York State

Biographies

Jennifer A. Menard, CPA
Assurance Manager



EMPLOYMENT

January 2016 - Present

MMB + CO
Assurance Manager

EDUCATION

University of Phoenix, Phoenix AZ
MSA, Accounting, October 2015
BS, Accounting, August 2012

CERTIFICATION

Date: February 10, 2021
State: New York
Number: 135268

EXPERIENCE

Experience working with a variety of clients including not-for-profit, small businesses and schools. Some of the entities Jennifer has been involved with include:

Averill Park Central School District
Cohoes City School District
Gloversville Enlarged School District
Hyde Park Central School District
Mechanicville City School District
Melrose Fire District
New York State Thoroughbred Breeding and Development Fund
Saratoga Springs Public Library
Saratoga Springs City School District
Schoharie Central School District
Town of Guilderland
Westmere Fire District

MEMBERSHIP ACTIVITIES

Treasurer, Board of Directors, the United Tenants of Albany, Inc. (Feb. 2021 – Dec. 2021)
Member, American Institute of Certified Public Accountants (AICPA)
Member, National Society of Leadership and Success
Member, New York State Society of Certified Public Accountants

CONTINUING PROFESSIONAL EDUCATION

Financial Management, Accounting and Auditing presented by ASBO (3 days in past 3 years)
Annual School District Specific In-house Training (3 days in past 3 years)
Annual Government Audit Quality Center Update (3 hours in past 3 years)
General Accounting and Auditing Updates (5.5 days in past 3 years)
Internal Control and Risk Assessment Standards (6 days in past 3 years)
Single Audit/Uniform Guidance (3 hours in the past 3 years)

Biographies

John J. Unser, CISO
Chief Information Officer

CISO, A+, iNet+, Network+, Security+, CIW, MCP, QUALYS, ECVT, ITIL, CLOUDF

EMPLOYMENT

August 2004 - Present MMB + CO
Chief Information Officer

EDUCATION

BS From State University of New York at Cortland - Cortland, New York

- Concentration: Computer Administration, Graphic Arts
- Minors: Computer Science, Programming

Technical \ Jobsite Training - Albany, New York

- CE227: Professional Coding Overview
- Completed QUALYS Vulnerability Management Training
- Completed Certified Ethical Hacker Training
- Completed Exchange 2007 Training
- Completed Penetration Testing Specialist Training
- Completed 2273- Managing and Maintaining a MS 2003 Environment
- Completed Managing and Maintaining a 2008 Server Environment
- Completed Windows 7 Training
- Completed VMWare, VSphere, Vecam Training
- Completed ITIL Foundation in IT Service Management

CERTIFICATIONS - Albany, New York

- A+ Certified Professional
- Network+ Certified Professional
- i-Net+ Certified Professional
- CIW Certified
- Microsoft Certified Professional
- QUALYS Certified Specialist
- Certified Virtualization Technician
- ITIL
- CLOUDF

EXPERIENCE - MMB + CO P.C, Latham, New York

- Specialize in Security Auditing and Compliance Testing for client base
- Configure and maintain remote workforce (Citrix and RDS)
- Create and maintain company websites and intranet sites
- Administer HelpDesk server for ticket tracking, software licensing, and asset management
- System Administrator for Microsoft Exchange Server and Active Directory
- Perform patch management for proprietary software as well as Microsoft (WSUS server)
- Create and update IT budget on a yearly basis
- Create policies in regard to user environment, disaster recovery, server management, system design, and upgrade procedures
- Manage Microsoft Exchange Server with MIMESweeper spam filter software
- Responsible for phone operations and voicemail systems
- Responsible for research, acquisition, and configuration of all network and server hardware
- Verify and manage data backups for multi-server environment
- Manage Virtualized environment utilizing VMWare, VSphere, and Vecam
- Manage Meraki MX60, MX80 and multiple Z1 appliance



Peer Review Report



CERTIFIED PUBLIC ACCOUNTANTS
CHATTANOOGA | MEMPHIS

Report on the Firm's System of Quality Control

September 17, 2021

To The Partners of Mengel, Metzger, Barr & Co., LLP and the National Peer Review Committee of the AICPA.

We have reviewed the system of quality control for the accounting and auditing practice of Mengel, Metzger, Barr & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mengel, Metzger, Barr & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency* or *fail*. Mengel, Metzger, Barr & Co., LLP has received a peer review rating of *pass*.

Henderson Hutcherson
& McCullough, PLLC

1200 Market Street, Chattanooga, TN 37402 | T 423.756.7771 | F 423.265.8125

AN INDEPENDENT MEMBER OF THE BDO ALLIANCE USA

Exhibit D: Proposal A

PROPOSAL ACKNOWLEDGMENT FORM

The proposers acknowledge that he/she has carefully examined the RFP, the attached Agreement draft and the proposed location/s for his/her proposed operation/s.

The proposer warrants that if proposal is accepted, he/she will contract with the Albany County Albany Authority the form of an Agreement substantially in the form attached and comply with the requirements of the RFP and the executed Agreement. Proposer agrees to deliver an executed Agreement to the Albany County Airport Authority within fourteen (14) calendar days of receiving the tendered Agreement from the Authority.

I, the undersigned, guarantee our proposal meets or exceeds specifications contained in the RFP document. Any exceptions are described in detail and all requested information has been submitted as requested.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. Our firm will comply with all provisions and conditions as specified, unless specifically noted as an exception with our Proposal.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other proposer and that the contents of this proposal as to rent, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other proposer or to any other person/s engaged in this type of business prior to the official opening of the proposal.

Name of Proposer: Mengel Metzger Barr & Co. LLP

Signature of Authorized Person: [Signature]

Title: Partner

Business Address of Proposer: 11 British American Boulevard Latham, NY 12110-0134

Business Phone Number: (518) 785-0134

Date: June 8, 2023

Subscribed and sworn to before me this 8th day of June, 2023.

KAREN A. FUMAROLA
Notary Public, State of New York
Qualified in Albany County
Reg. No. 01FU6119195
Commission Expires Dec. 27, 2024
[Signature]

Exhibit D: Proposal B

NON-COLLUSION AFFIDAVIT

Authorized officer: Bidder's proposal containing statements, letters, etc., shall be signed in the proposal by a duly authorized officer of the company whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which qualifications are stated in the accompanying proposal. The period of acceptance of this proposal will be ____ calendar days from the date of the bid opening. (Period of acceptance will be forty-five (45) calendar days unless otherwise indicated by proponent).

STATE OF New York COUNTY OF Albany

BEFORE ME, the undersigned authority, a Notary Public in and for the State of NY on this day personally appeared _____ who after being by me duly sworn did depose and say: I, Heather Lewis am a duly authorized officer of/agent for Mengel Metzger Barr & Co. LLP and have been duly authorized to execute the foregoing on behalf of the said .

I hereby certify that the foregoing offer has not been prepared in collusion with any other proponent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proponent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

By submission of this proposal, each proponent and each person signing on behalf of any proponent certifies and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury that to the best of his knowledge and belief:


- A. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proponent or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proponent and will not knowingly be disclosed by the proponent prior to the opening, directly or indirectly to any other proponent or to any competitor; and,
- C. No attempt has been made or will be made by the proponent to induce any other

person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

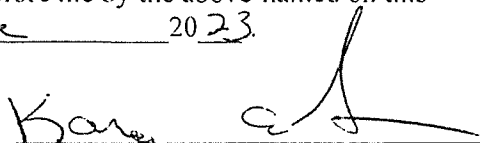
Name and Address of Proponent: Mengel Metzger Barr & Co. LLP

11 British American Boulevard Latham, NY 12110-0134

Telephone and Fax Numbers: (T) (518) 785-0134 (F) (518) 785-0299

By:  Name & Title Heather Lewis, CPA - Partner
Signature

SUBSCRIBED AND SWORN to before me by the above-named on this
8th day of June 2023.


Notary Public in and for the State of NY

KAREN A. FUMAROLA
Notary Public, State of New York
Qualified in Albany County
Reg. No. 01FU6119195
Commission Expires Dec. 27, 2027

Exhibit D: Proposal C

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Mengel Metzger Barr & Co. LLP

Address: 11 British American Boulevard

Latham, NY 12110-0134

Name and Title of Person Submitting this Form:

Heather Lewis, CPA - Partner

Contract Procurement Number: 23-1147-AUD

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: HL _____ Date: 6/8/23 _____
Signature

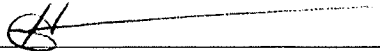
Name: Heather Lewis, CPA

Title: Partner

Exhibit D: Proposal D

OBTAINED REQUEST FOR BID AFFIDAVIT

I, being an authorized representative of the named organization / company, certify that I obtained the request for bid documents from the Albany County Airport Authority Purchasing Office. I understand that no bid shall be considered unless the organization making this bid has first obtained a copy of this Request for Bid from the Albany County Airport Authority Purchasing Office.



Signature Agent

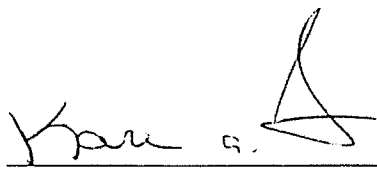
Print or Type Name: Heather R. Lewis

Address 11 British American Boulevard

Latham, NY 12110-0134

Phone: (518) 785-0134

SUBSCRIBED AND SWORN to before me by the above named on this 8th
day of June, 2023.



Notary Public in and for
State of New York

KAREN A. FUMAROLA
Notary Public, State of New York
Qualified in Albany County
Reg. No. 01FU6119195
Commission Expires Dec. 27, 2034

Exhibit D: Proposal E

INSURANCE REQUIREMENT AFFIDAVIT

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified offerer. If the below identified offerer is awarded this contract by Albany County Airport Authority, I will be able, within ten (10) days after offerer is notified of such award, to furnish a valid insurance certificate to the Airport meeting all of the requirements contained in this contract.

Agent: Jerome A. Dobstein Jr Signature Jerome A. Dobstein Jr Jerome A. Dobstein Jr
Agent

Name of Insurance Carriers: Trumbull Insurance Company

Address of Agency: 255 East Avenue
Rochester NY 14604

Phone Number Where Agent May Be Contacted: 585-473-8000

Offerer's Name (Print or Type) Susan Carey

SUBSCRIBED AND SWORN to before me by the above named on this 22
day of May, 2023.

Susan M. Carey
Notary Public in and for
State of New York

Susan M. Carey
Notary Public, State of New York
Reg. No. 01CA6043329
Qualified in Monroe County
Commission Expires: 06/12/2024

Department of State Division of Corporations

Entity Information

Download this page

Print this page

Entity Details

ENTITY NAME: MENGEL, METZGER, BARR & CO. LLP
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC REGISTERED LIMITED LIABILITY PARTNERSHIP
SECTION OF LAW: 1500A RLLP - PARTNERSHIP LAW
DATE OF INITIAL DOS FILING: 11/03/1994
EFFECTIVE DATE INITIAL FILING: 11/03/1994
FOREIGN FORMATION DATE:
COUNTY: BLANK
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 1865068
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 11/30/2024
NFP CATEGORY:

Public Inquiry

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE PARTNERSHIP

Address: 100 CHESTNUT STREET, SUITE 1200, ROCHESTER, NY, UNITED STATES, 14604

Electronic Service of Process on the Secretary of State as agent: Not Permitted

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name:

Address:

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Address: 100 CHESTNUT STREET, SUITE 1200, ROCHESTER, NY, UNITED STATES, 14604

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name:

Address:

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name:

Address:

Exhibit D: Proposal G

WORK FORCE COMPOSITION

Mengel Metzger Barr & Co. LLP			(518) 785-0134
Name of Firm			Phone Number
11 British American Boulevard	Latham	NY	12110-0134
Address	City	State	Zip Code

Heather Lewis, CPA - Partner

Name & Title of Authorized Executive

Full Time Employees	Total # of Employees	White	American Indian	Black	Hispanic	Other (*)
	Male / Female	M/F	M/F	M/F	M/F	M/F
Admin & Manager	37/41	36/35	1/0	0/2	0/1	0/3
Professional	33/40	30/38	2/0	0/0	1/0	2/0
Technical	3/0	3/0	0/0	0/0	0/0	0/0
Sales Workers	0/0	0/0	0/0	0/0	0/0	0/0
Office Workers	2/21	2/21	0/0	0/0	0/0	0/0
Semiskilled Workers	0/0	0/0	0/0	0/0	0/0	0/0
Unskilled Workers	0/0	0/0	0/0	0/0	0/0	0/0
Apprentices	0/0	0/0	0/0	0/0	0/0	0/0
Seasonal Temporary	1/1	1/1	0/0	0/0	0/0	0/0
Part Time						
TOTAL	179	167	3	2	2	5

***Use Additional Sheets To Identify The Ethnicity Of Employees Identified In This Category.**

Remarks: Asian

Exhibit D: Proposal H

REFERENCES

List three (3) companies or governmental agencies where like or similar services have been provided within the last three years:

1. Company Name: Clifton Park Water Authority
Address: 661 Clifton Park Center Rd Clifton Park, NY 12065
Street/P.O. Box City State Zip Code
Contact Person: Don Austin Title: Water Authority Administrator
Phone: (518) 383-1122 Fax: (518) 383-3161

2. Company Name: Saratoga Springs City School District
Address: 3 Blue Streak Blvd Saratoga Springs, NY 12866-5967
Street/P.O. Box City State Zip Code
Contact Person: Timothy Hilker Title: Assistant Superintendent for Business
Phone: (518) 583-4703 Fax: _____

3. Company Name: Niskayuna Central School District
Address: 1239 Van Antwerp Rd Niskayuna, NY 12309
Street/P.O. Box City State Zip Code
Contact Person: Matthew Leon Title: Assistant Superintendent of Business & Operations
Phone: (518) 377-4666 Fax: (518) 377-4074

EXHIBIT D: Proposal I

PROPOSAL SUBMITTAL FORM

Exhibit C contains the minimum requirements and are intended to govern, in general, the performance requirements and the type of services desired. Please check "yes" or "no" if you can meet these specifications.

The bidder can meet or exceed required specifications as required in EXHIBIT C?

YES

NO

PRICING

	First Year	2nd Yr	3rd Yr	4th Yr	5th Yr
AUDIT YEAR	2023	2024	2025	2026	2027
Fixed Fee to for Annual Audit Services	\$ 55,500	\$ 58,275	\$ 61,250	\$ 64,250	\$ 67,500
Hourly Rates:					
Partner	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350
Senior Manager/Principal	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Manager	\$ 170	\$ 180	\$ 190	\$ 200	\$ 210
Senior Auditor	\$ 85	\$ 95	\$ 105	\$ 115	\$ 125
Staff Auditor	\$ 70	\$ 75	\$ 80	\$ 85	\$ 90

Estimated number of business days to complete audit and issue reports: 45

Travel Expenses, if applicable (please list and describe all fees:
None

CONTACT INFORMATION

Name of Contact Person: Heather Lewis, CPA - Partner

Phone Number(s): (518) 785-0134

Email: hlewis@mmb-co.com

AGENDA ITEM NO. 11

Authorization of Change Orders

AGENDA ITEM NO. 12

Authorization of Federal and State Grants

AGENDA ITEM NO. 12.1
Meeting Date - August 7, 2023

**Grant Agreement: Authorization to Accept
Federal and State Funding Grants – Runway 10-28
Multi-Year Project (2022 Funding Portion, Year 1 of 2)**

AGENDA ITEM NO: 12.1
MEETING DATE: August 7, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Planning and Environmental*

Contact Person: *Connor Haskin, ENV SP, Chief Airport Planner*

PURPOSE OF REQUEST:

Grant Agreement: *Authorization to Accept Federal and State Funding Grants – Runway 10-28 Multi-Year Project (2022 Funding Portion, Year 1 of 2)*

CONTRACT AMOUNT:

*2022 Amounts:
\$4,224,526.00 – FAA 90%
\$234,696.00 – NYSDOT 5%
\$234,696.00 – Local 5%
\$4,693,918.00 – Total*

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No ___ NA
Funding Account No.: 00390-20-2001

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 90% State 5% Airport : 5%
Term of Funding: 2022
Federal AIP Grant No.: 3-36-0001-150-2022 ; NYSDOT Grant Pin No.: 1A00.30 ;

JUSTIFICATION:

Authorization is requested for this clerical resolution to delineate the Runway 10-28 Rehab Multi-Year project grant funding acceptance between the two years of funding. Previous approved board item (July 2022, Agenda Item No. 12.1) combined the multi-year rehabilitation project into one sum of total grand funding over the life of the project. This resolution will be for the acceptance of federal and state funding for the 2022 allocation. A future resolution for the final acceptance of federal and state funding for the 2023 allocation will be presented.

AGENDA ITEM NO: 12.1
MEETING DATE: August 7, 2023

PROCUREMENT DEPARTMENT APPROVAL:

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

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

BACK-UP MATERIAL:

Please refer to the attached Approved July 11th 2022 Board Item 12.1.

AGENDA ITEM NO. 12.1

**Grant Agreement: Authorization to Accept
Airport Improvement Program Grant 3-36-
0001-15x-22 pending receipt of USDOT –FAA
Grant Agreement; Rehabilitation of Runway
10-28, Taxiway C/Stub Taxiways; including
N/S Holding Pads**

AGENDA ITEM NO: 12.1
MEETING DATE: July 11, 2022

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

Planning and Engineering

**ACAA Approved
07-11-2022**

Contact Person:

Stephen Iachetta, AICP, Airport Planner

PURPOSE OF REQUEST:

Grant Agreement:

*Authorization to Accept Airport Improvement Program Grant
3-36-0001-15x-22 pending receipt of USDOT –FAA Grant
Agreement; Rehabilitation of Runway 10-28, Taxiway C/Stub
Taxiways; including N/S Holding Pads*

CONTRACT AMOUNT:

*\$6,363,122.00 FAA 90% **\$7,144,824**
353,506.75 NYSDOT 5% **\$396,925**
353,506.75 Authority 5% **\$396,926**
\$7,070,135.50 Total **\$7,938,694***

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes J No NA
Funding Account No.: 00390-20-2001

AWARD CONDITIONS MET:

Y

Apprenticeship Y DBE N/A MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 90%* State 5%* Airport 5%*
Term of Funding: 2022-2024
Grant No.: 3-36-0001-15x-22 STATE PIN: 1A00.

JUSTIFICATION:

\$7,144,824

Authorization is requested to accept \$6,363,122.00 of Airport Improvement Program funding as announced by the US Secretary of Transportation with State and authority 5% shares as noted above. The project scope will preserve and enhance the crosswind runway 10-28 and parallel taxiway C wearing course surfaces required for scheduled aircraft operational safety and capacity as designed by EIC Colliers Engineering of Albany. Competitive bids were received for construction and low bid was approved pending receipt of this Grant funding.

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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 J NA _____

BACK-UP MATERIAL:

Please refer to the attached CEO executed Application for Federal Assistance SF-424.

Application for Federal Assistance SF-424	
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____	
* 3. Date Received: 04/21/2022	4. Applicant Identifier: ALB
5a. Federal Entity Identifier: 3-36-0001-__-2022	5b. Federal Award Identifier: _____
State Use Only:	
6. Date Received by State: _____	7. State Application Identifier: _____
8. APPLICANT INFORMATION:	
* a. Legal Name: Albany County Airport Authority	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 14-1768979	* c. UEI: DVHVBCFA2SA5
d. Address:	
* Street1: 737 Albany Shaker Rd., Ste 300	_____
Street2:	_____
* City: Albany	_____
County/Parish: Albany	_____
* State: NY	_____
Province:	_____
* Country:	USA: UNITED STATES
* Zip / Postal Code: 12211-1009	_____
e. Organizational Unit:	
Department Name: Executive	Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: _____	* First Name: Phillip
Middle Name: F.	_____
* Last Name: Calderone	_____
Suffix: Esq.	_____
Title: Chief Executive Officer	
Organizational Affiliation: Albany County Airport Authority	
* Telephone Number: 518-242-2222	Fax Number: 518-242-2641
* Email: PCalderone@albanyairport.com	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

County Government

Type of Applicant 2: Select Applicant Type:

Primary Airport Sponsor

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

*** 12. Funding Opportunity Number:**

NA

* Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

15-County Primary Airport Market Area

*** 15. Descriptive Title of Applicant's Project:**

Runway 10-28 and Associated Taxiways Pavement Rehabilitation-Design & Construction

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	7,144,824
* b. Applicant	396,935
* c. State	396,935
* d. Local	0
* e. Other	0
* f. Program Income	0
* g. TOTAL	7,938,694

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

AGENDA ITEM NO. 13

Informational Only

Old Business

New Business

Executive Session
Attorney-Client Privilege Matters