



**ALBANY COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING**

**AGENDA**

**January 13, 2025**

**General:**

- 1. Chairman's Remarks**
  - 1.1 Election of Officers**
- 2. Approval of Minutes**

**Regular Meeting - December 9, 2024**
- 3. Communications and Report of Chief Executive Officer**

**Reports:**

- 4. Chief Operating Officer**
- 5. Chief Financial Officer**
- 6. Project Development**
- 7. Counsel**
- 8. Concessions/Ambassador Program**
- 9. Public Affairs**
- 9A. Art & Culture Program**

**Action Items:**

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
  - 10.1 Authorization to enter into Contract 1127-FF+E with Quality Office Environments Rehabilitation of Concourse A - Furniture, Fixtures & Equipment**



- 10.2 Amendment No. 1 to Contract No. S-22-1116 with Airport Rates and Charges Consultant (“Airport Consultant”) to provide negotiation and advisory services in support of the renegotiations of the Signatory Airline Use and Lease Agreement (“ULA”)**
- 10.3 Adoption of the ACAA Title VI Plan as required by FAA Grant Assurances.**
- 10.4 Intentionally Left Blank**
- 10.5 Intentionally Left Blank**
- 10.6 Grant of Easement to Niagara Power Corporation for a permanent utility easement to support ongoing terminal expansion and upgrades to the Albany International Airport. (WR# 31016374)**
- 10.7 Grant of Easement to Niagara Mohawk Power Corporation for a permanent utility easement to support ongoing terminal expansion and upgrades to the Albany International Airport. (WR# 30922776)**
  
- 11. Authorization of Change Orders - None**
  
- 12. Authorization of Federal and State Grants - None**
  
- 13. Informational Only**
  - 13.1 Report purchase of Temporary Signage for Public Safety During Construction (Purchase Orders) (Quote # 24-0920) / Saxton Sign Corp. in conformance with our Procurement Policy.**
  
- 14. Adoption of Sexual Harassment Policy**
  
- 15. Personnel Handbook Updates**

**Old Business:**

**New Business:**



**Executive Session - Attorney-Client Privilege Matters**

**ES-1 – Matter Involving a Particular Individual**

# **AGENDA ITEM NO. 1**

## **Chairman's Remarks**

**AGENDA ITEM NO. 1.1**

**Albany County Airport  
Authority Officers**



## **ALBANY COUNTY AIRPORT AUTHORITY 2024 OFFICERS**

Chair Samuel A. Fresina (Appointed 01/05/2021)  
Kevin R. Hicks, Sr., Vice-Chair (Elected 02/01/2021)  
Thomas A. Nardacci., Treasurer (Elected 12/05/2022)  
Steven H. Heider, Secretary (Elected 10/07/2019)

## **2024 COMMITTEE ASSIGNMENTS**

### **Finance & Administration (Established: January 10, 1994)**

Kevin Hicks, Chair  
Sari M. O'Connor  
Thomas A. Nardacci

### **Audit (Established: May 1, 2006) CHARTER**

John-Raphael Pichardo, Chair  
Steven H. Heider  
Janet M. Thayer

### **Personnel (Established: January 10, 1994)**

John-Raphael Pichardo, Chair  
Sari M. O'Connor  
Janet M. Thayer

### **Operations (Established: January 10, 1994)**

Steven H. Heider, Chair  
Kevin R. Hicks, Sr.  
John-Raphael Pichardo

### **By-Laws (Established: January 10, 1994)**

Kevin R. Hicks, Chair  
John-Raphael Pichardo  
Steven H. Heider

### **Public Communications (Established: January 10, 1994)**

Thomas A. Nardacci, Chair  
Sari M. O'Connor  
Steven H. Heider

### **Governance (Established: May 1, 2006) CHARTER**

Sari M. O'Connor, Chair  
Thomas A. Nardacci  
Janet M. Thayer

### **Capital Improvements Committee (Established October 17, 2022) CHARTER**

Sari M. O'Connor, Co-Chair  
Steven H. Heider, Co-Chair  
Thomas A. Nardacci  
John-Raphael Pichardo  
Kevin R. Hicks  
Janet M. Thayer

## **AGENDA ITEM NO. 2**

### **Approval of Minutes**



## **Minutes of the Regular Meeting of the Albany County Airport Authority**

**December 9, 2024**

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday December 9, 2024 @ 9:00 a.m. in the third floor conference room 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  
Thomas A. Nardacci  
Sari M. O'Connor  
John-Raphael Pichardo  
Janet M. Thayer

### **MEMBERS ABSENT**

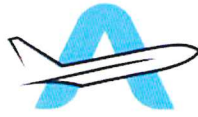
### **STAFF**

Peter F. Stuto, Acting Chief Executive Officer  
John A. O'Donnell, Chief Operating Officer  
Christine C. Quinn, Airport Counsel  
John LaClair, Chief Engineer  
Matt Mokey, Airport Engineer  
Margaret Herrmann, Acting Chief Financial Officer  
Liz Charland, Administrative Services  
Helen Chadderdon, Marketing Manager  
Jenn Munger, Paralegal  
Kathy Greenwood, Director of Arts & Exhibition  
Bobbi Matthews, Purchasing Agent

### **ATTENDEES**

Dennis Feeney, Majority Leader  
John Panarello, VP Operations & Technology  
Todd Pennington, Airport Manager, AvPorts  
Steven Smith, Communications Director, AvPorts  
Katie Mahoney, Parking Manager, AvPorts  
Kevin Hehir, Building Maintenance Manager  
Ray Camilli, AvPorts  
Brian King, Manager Million Air  
Kevin Butterfield, Albany County Communications  
Chris Welsh, Public Attendee  
John DeCatur, Risk Strategies





Chair Fresina noted that there was a quorum.

**General:**

1. **Chairman's Remarks**
2. **Approval of Minutes**

Mr. Hicks moved to approve the minutes of the November 21, 2024 meeting. The motion was adopted unanimously.

**Management Reports:**

3. **Communications and Report of Chief Executive Officer**

Mr. Stuto presented a Communications and Chief Executive Officer's Report for the month of December 2024 – (Power Point attached.)

4. **Chief Operating Officer**

Mr. O'Donnell presented the Chief Operating Officer's report for the month of December 2024 – (Power Point attached.)

5. **Chief Financial Officer Report**

Ms. Herrmann presented the Financial Report for the month of December 2024. (Power Point attached.)

6. **Project Development**

Mr. LaClair and Mr. Mokey presented the Project Development report for the month of December 2024. (Power Point attached.)

7. **Counsel**

8. **Concessions/Ambassador Program**

Ms. Chadderdon presented the Concessions/Ambassador report for the month of December 2024.

9. **Public Affairs**

Mr. Smith presented a Public Affairs report for the month of December 2024. (Power Point attached.)

- 9a. **Art & Culture**

Ms. Greenwood presented an Art & Culture report for the month of December 2024. (Power Point attached.)



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

**10.1 Authorization to make purchases using State of New York Contracts:**

- **Diesel Fuel (Group # 05602/ Award 23298)**

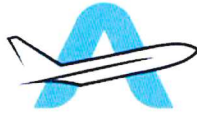
Ms. Herrmann recommended authorization to make purchases using State of New York Contracts for Diesel Fuel (Group # 05602/ Award 23298). She advised New York State Office of General Services Procurement Services have conducted a competitive bid for Diesel Fuel. The awarded vendors have agreed to offer the same terms and conditions of these contracts to the Airport. The awarded vendor for our area is Buell Fuels, LLC in the amount of Base Amount of an annual estimated cost of \$300,000

Mr. Pichardo moved to authorize the Authority to make purchases using State of New York Contracts for Diesel Fuel (Group # 05602/ Award 23298) from Buell Fuels, LLC in the amount of Base Amount of an annual estimated cost of \$300,000 The motion was adopted unanimously.

**10.2 Approval of expenditure not to exceed \$989,000 for 2025 insurance premiums including Aviation Liability, Property, Workers Compensation, Public Officials, Pollution, Crime and Fiduciary.**

Ms. Quinn recommended authorization to approve expenditures not to exceed \$989,000 for 2025 insurance premiums including Aviation Liability, Property, Workers Compensation, Public Officials, Pollution, Crime and Fiduciary. She advised this is to safeguard and protect the assets of the Albany International Airport, the risk management program transfers the probability of financial loss due to an unfortunate event(s) to a third party via the procurement of the insurance policies. This year the ACAA insurance broker, Risk Strategies, shopped underwriters for all insurance lines with a term from December 31, 2024 – December 31, 2025. Further, staff has reviewed the options and recommends approval of the insurance package in the amount of \$819,000 brokered by Risk Strategies plus the Aviation Liability and Excess Aviation Liability insured through AvPorts of approximately \$170,000.

Mr. Hicks moved to authorize the insurance package in the amount of \$819,000 brokered by Risk Strategies plus the Aviation Liability and Excess Aviation Liability insured through AvPorts of approximately \$170,000. The motion was adopted unanimously.



**10 Authorization of Change Orders - None**

**12. Authorization of Federal and State Grants - None**

**13. Informational Only – None**

**14. Review and approval of the Authority’s PROCUREMENT CONTRACT GUIDELINES, OPERATIVE POLICY, PETTY CASH ACCOUNTS AND INSTRUCTIONS (Procurement Guidelines) adopted December 14, 2015 and last reviewed December 4, 2023.**

Ms. Herrmann recommended review and approval of the Authority’s Procurement Guidelines adopted December 14, 2015 and last reviewed and approved December 4, 2023. She advised that the NYS Authorities Budget Office requires that the Authority annually disclose if the procurement guidelines have been annually reviewed, amended if needed, and approved by its governing Board.

She advised the procurement contract guidelines were last reviewed, amended and approved in 2023. The procurement guidelines are presented herewith for review and approval with no amendments proposed. There are no current changes to the approved procurement guidelines.

Mr. Nardacci moved to approve the Procurement Guidelines. The motion was adopted unanimously.

**Old Business: None**

**New Business: None**

**Executive Session - Attorney-Client Privilege Matters**

**Chair Fresina made motion to go into executive session at 9:30 a.m. to discuss:**

**ES-1 – Matter Involving the Employment History of a Particular Individual; and**

**ES-2 – Matter Involving a Particular Corporation(s); and**

**There being no action taken on ES-1 or ES-2 and no further business, the meeting was adjourned at 11:30 a.m.**



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**Action Items:**

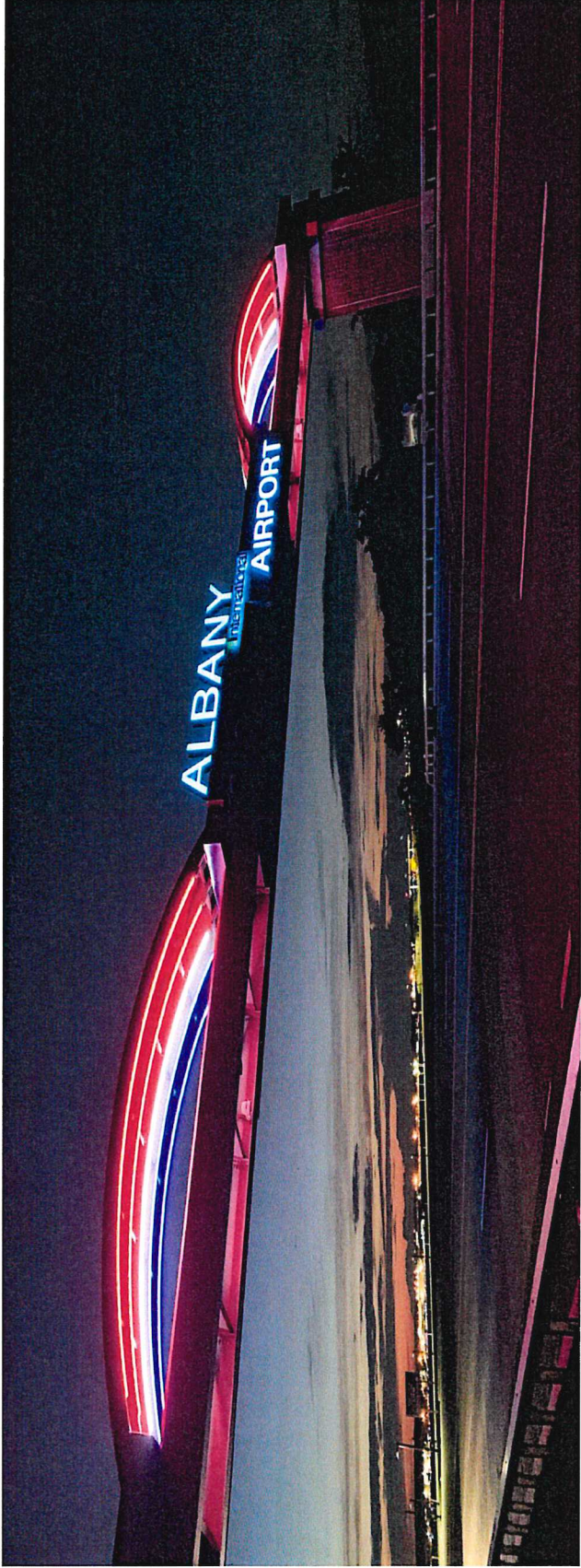
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**Old Business:**

**New Business:**

**Executive Session - Attorney-Client Privilege Matters**

- ES-1 Matter Involving the Employment History of a Particular Individual**



**December 2024**

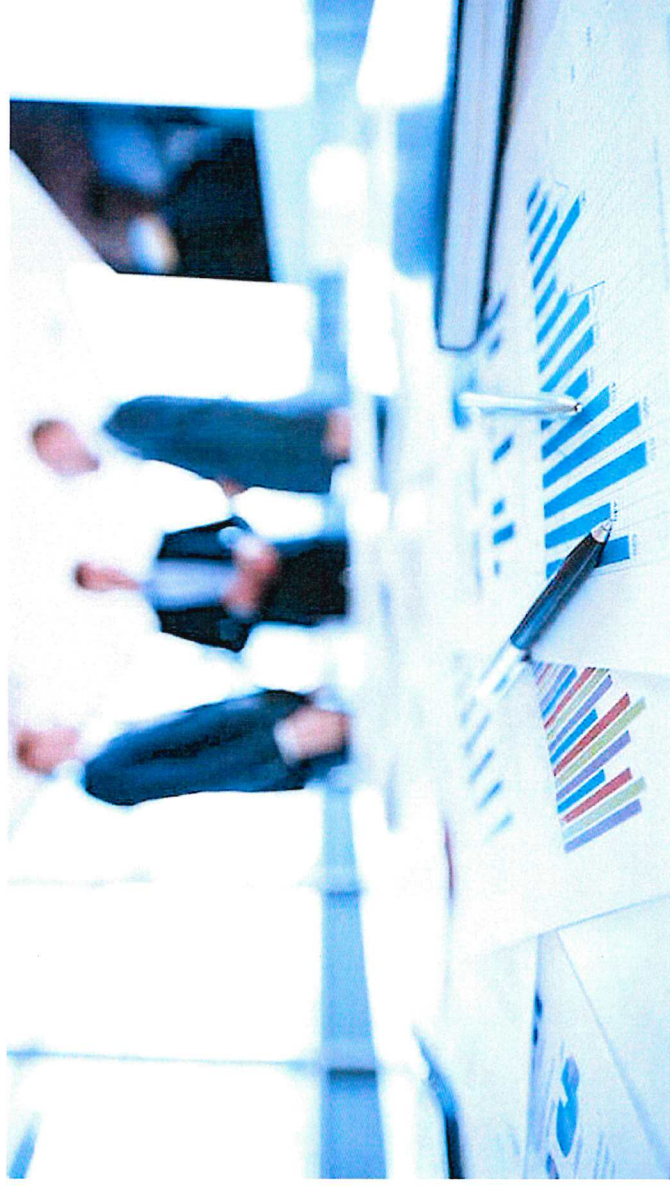




# CEO Report



# COO Report







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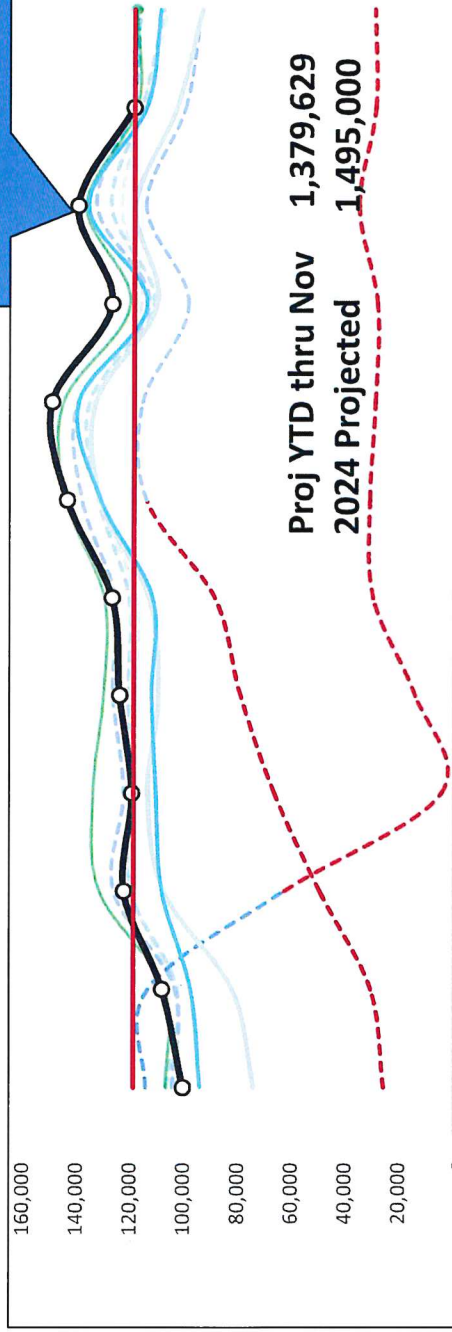
# FINANCIAL REPORT

October 2024



# Monthly Enplanements

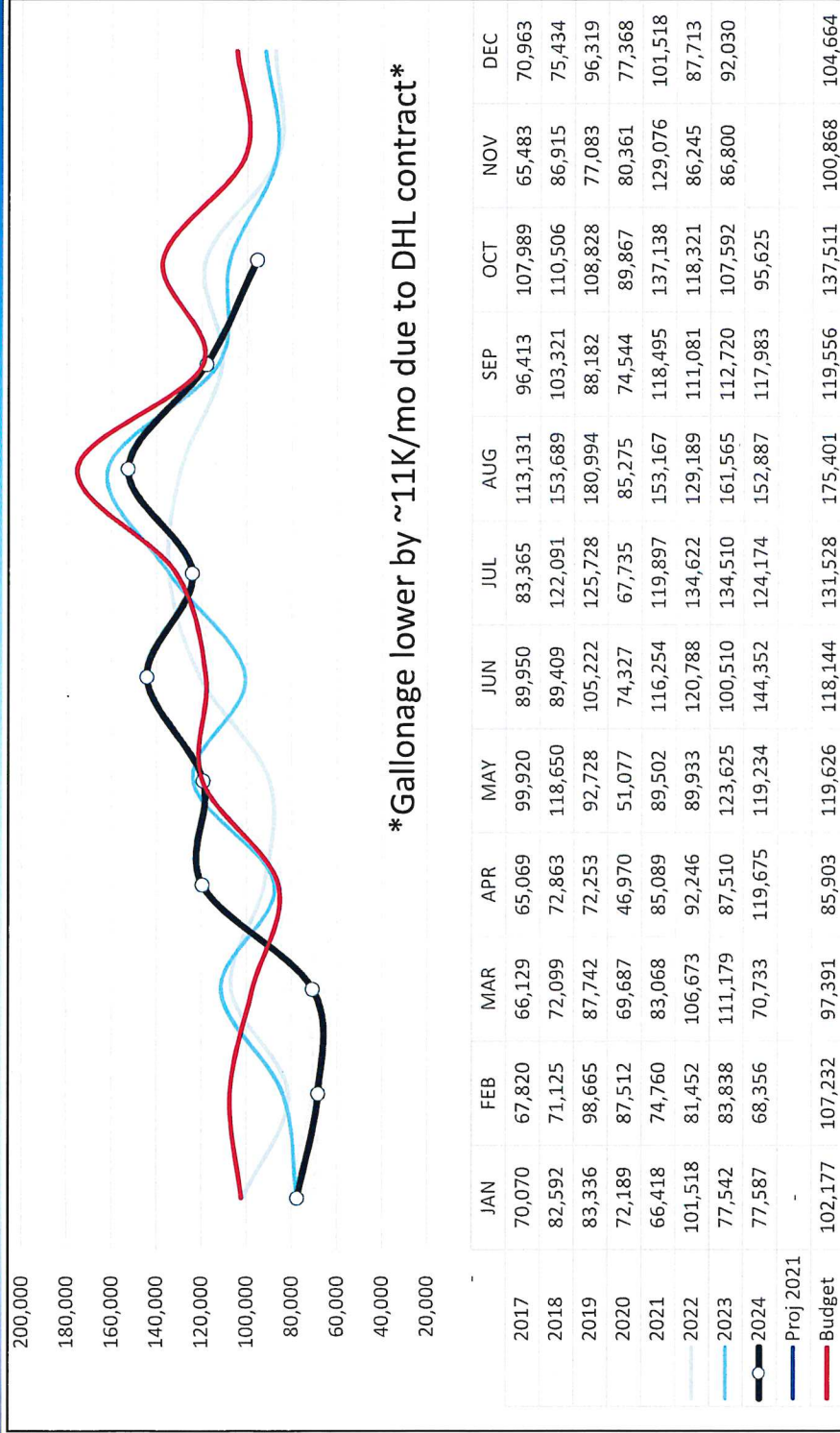
September & October Enplanements - Highest Sept & Oct on record



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Annual
2016	102,325	103,214	119,403	119,362	118,293	117,743	130,930	133,612	115,752	123,374	115,220	106,206	1,405,434
2017	106,168	102,255	119,677	119,423	120,665	120,316	131,916	135,306	111,208	127,281	115,758	107,862	1,417,835
2018	104,011	102,852	126,052	122,342	126,345	125,618	137,983	139,520	113,139	132,723	119,639	116,482	1,466,706
2019	106,622	106,760	131,398	133,722	129,868	129,585	143,957	144,967	120,058	136,558	117,662	117,812	1,518,969
2020	114,119	113,232	62,622	4,147	13,968	29,752	31,092	29,022	28,257	35,274	29,089	29,455	520,029
2021	25,665	30,538	49,504	66,433	79,125	88,614	114,106	115,469	98,456	114,335	99,723	93,971	975,939
2022	74,020	82,020	107,454	113,430	109,543	113,139	131,337	132,892	110,178	118,321	102,991	93,607	1,288,932
2023	93,882	97,311	108,087	110,378	111,996	111,736	131,035	139,302	113,844	135,785	114,293	108,990	1,376,639
2024	100,258	108,129	122,407	119,477	123,993	126,907	143,652	149,279	127,013	139,688	118,826		
Budget 23	118,750	118,750	118,750	118,750	118,750	118,750	118,750	118,750	118,750	118,750	118,750	118,750	118,750

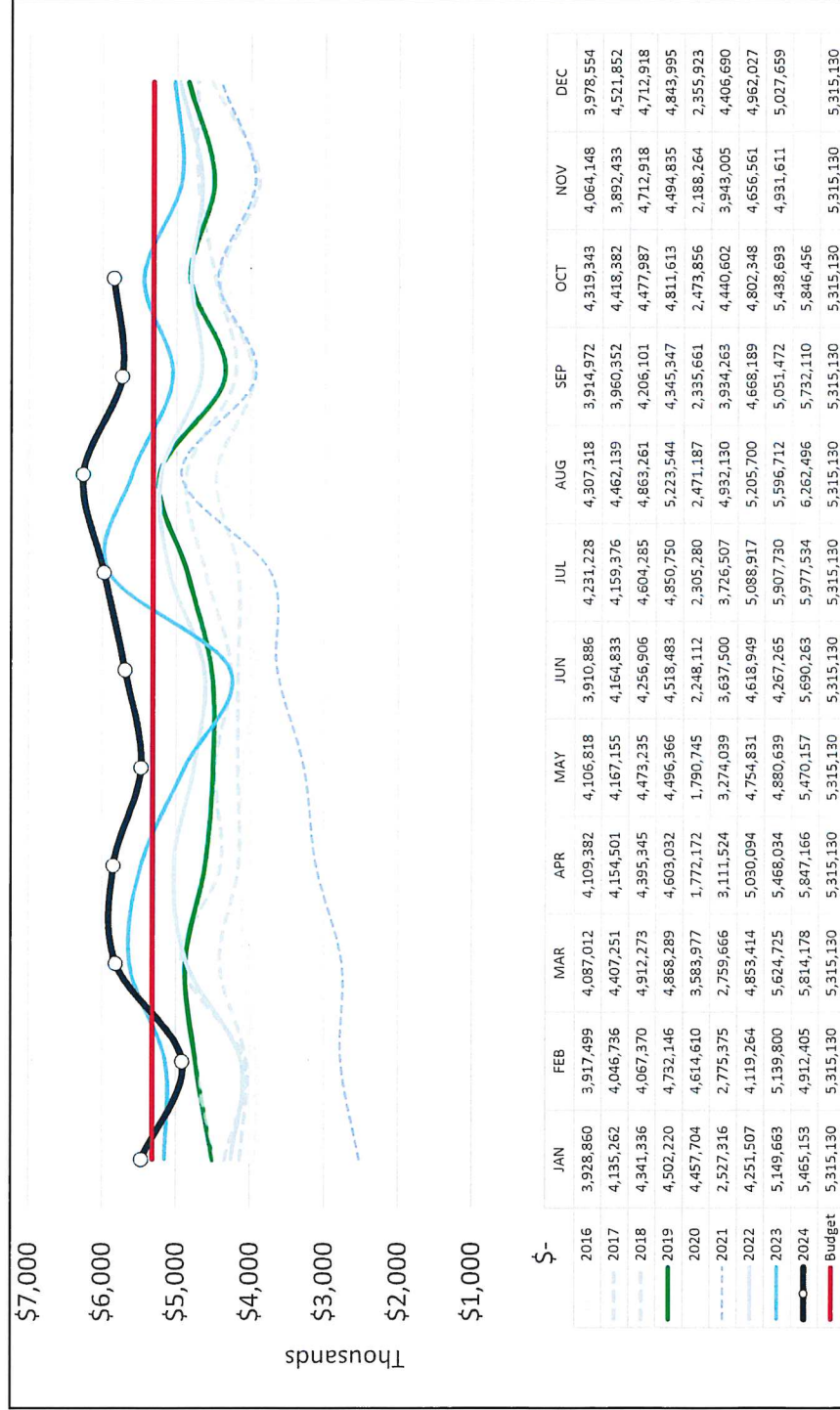


# Monthly Jet A FBO only (gallons)



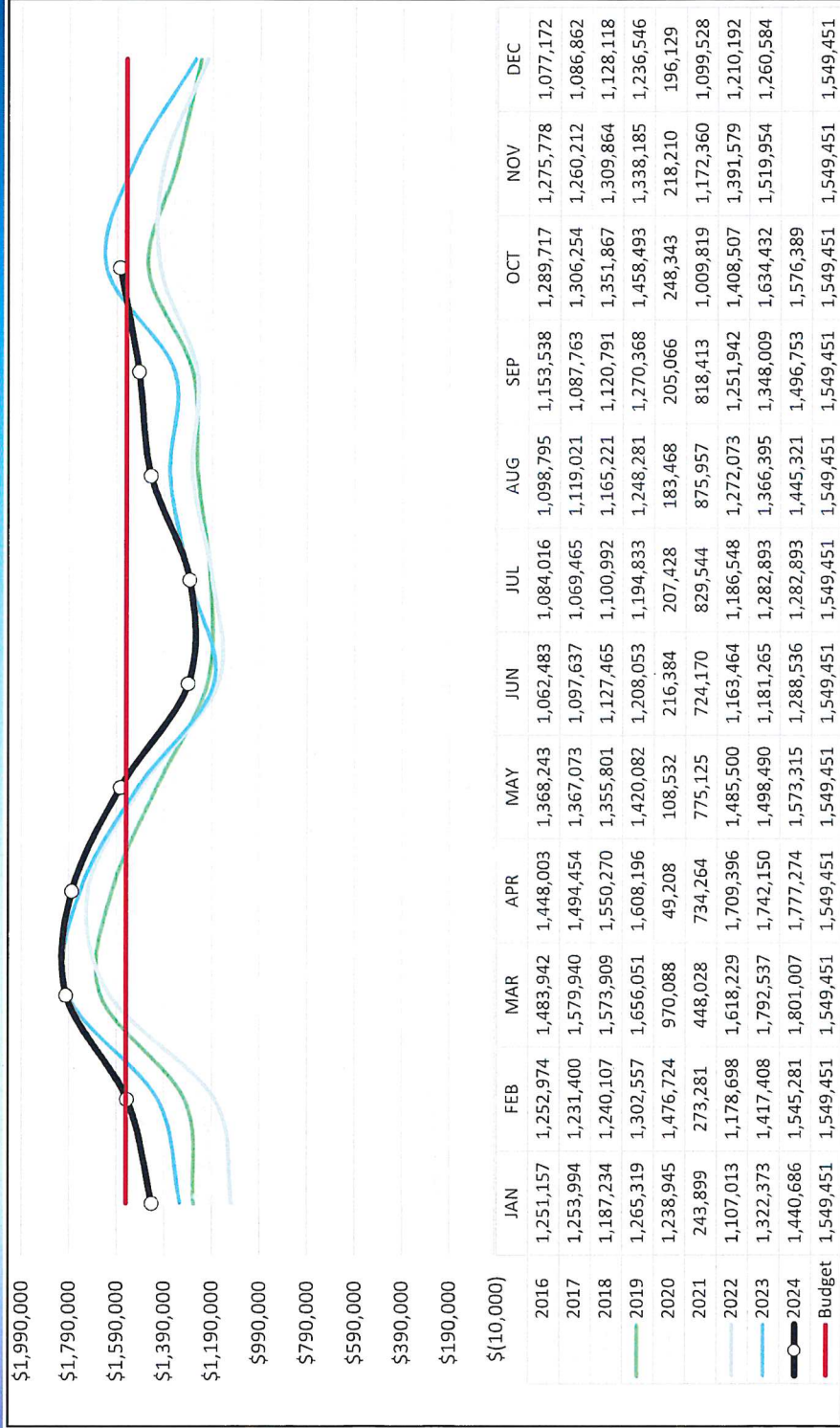


# Operating Revenue (including FBO)



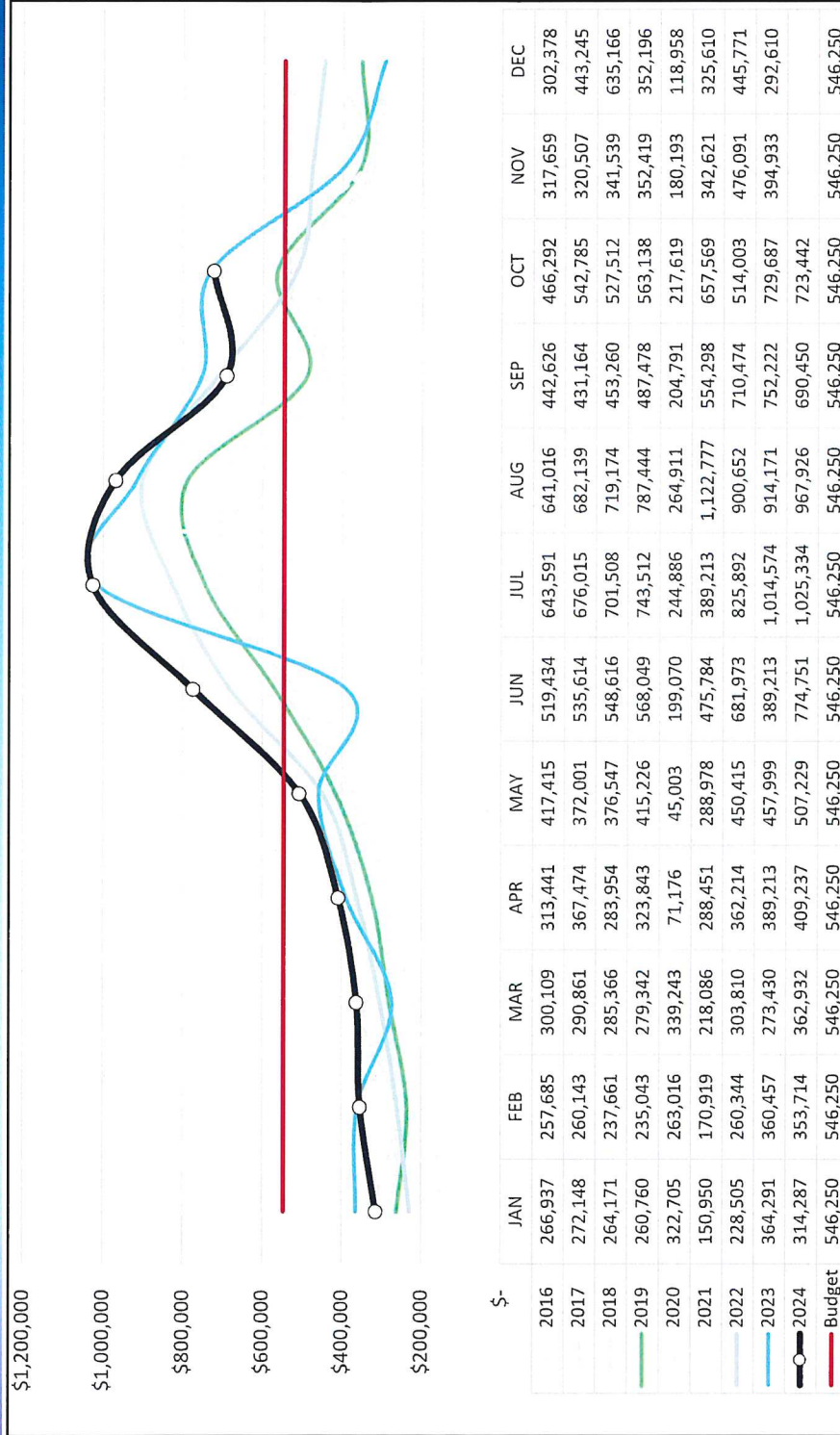


# Parking Revenues



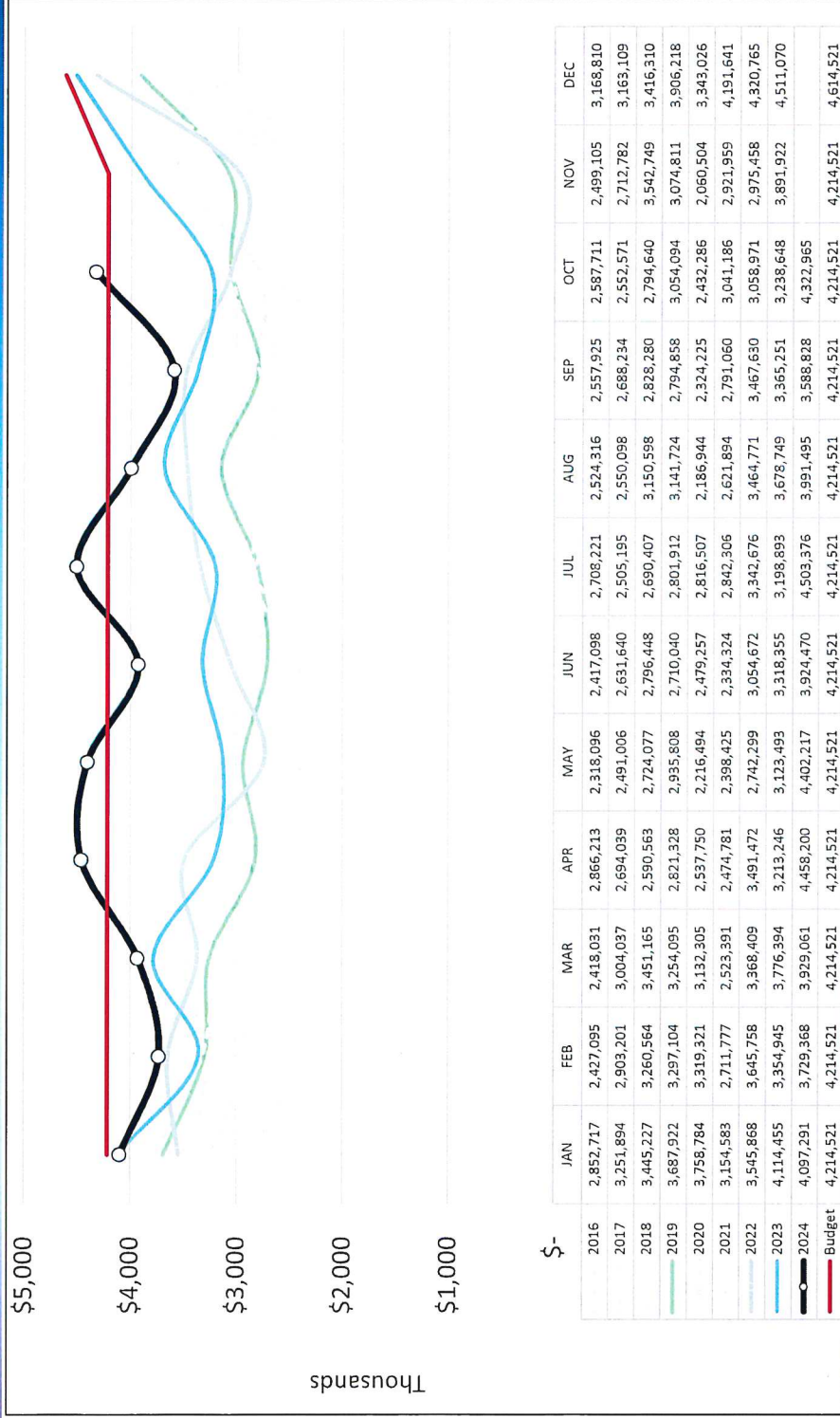


# Rental Car Revenues



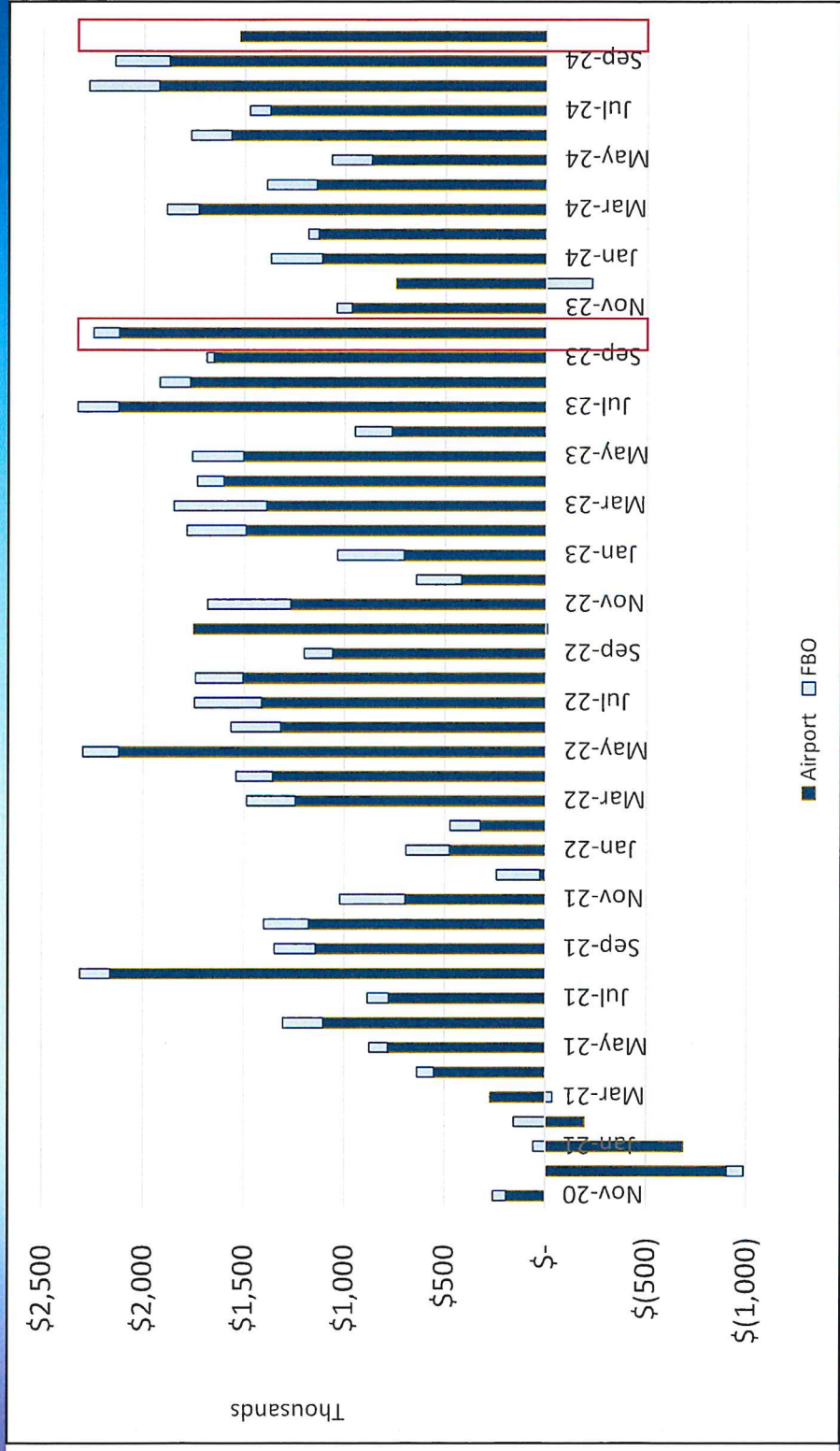


# Operating Expense (including FBO)





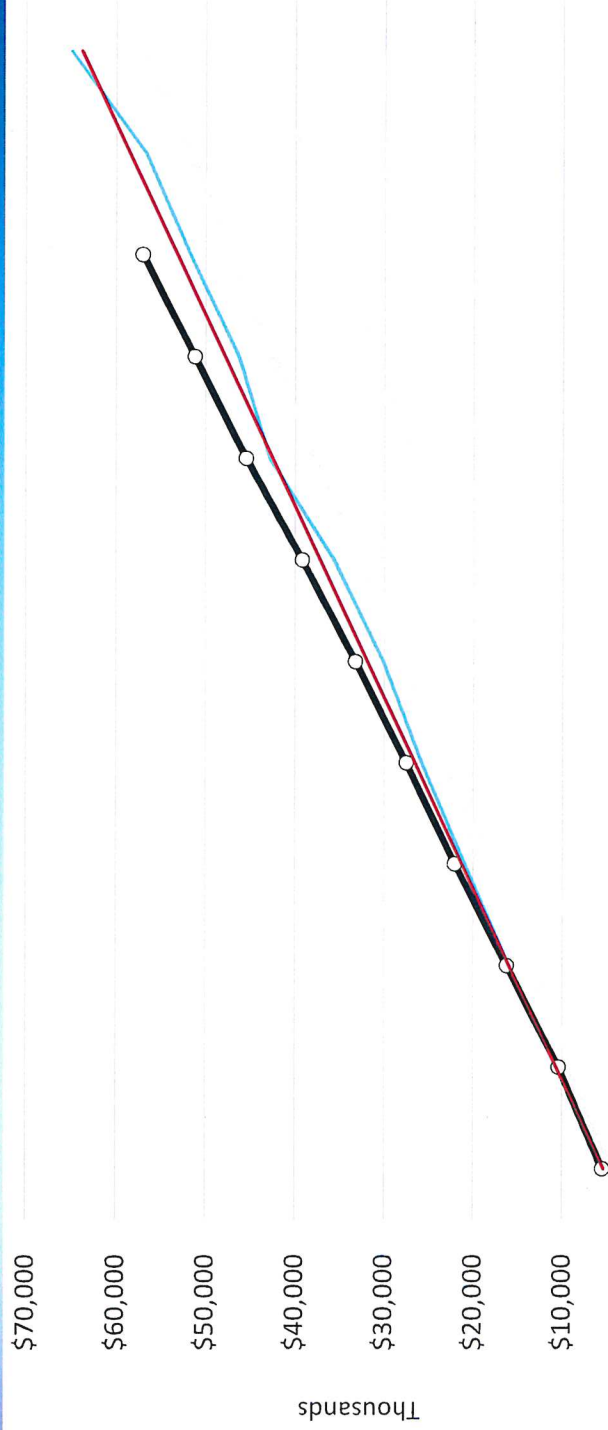
# Operating Net Profit, Airport and FBO







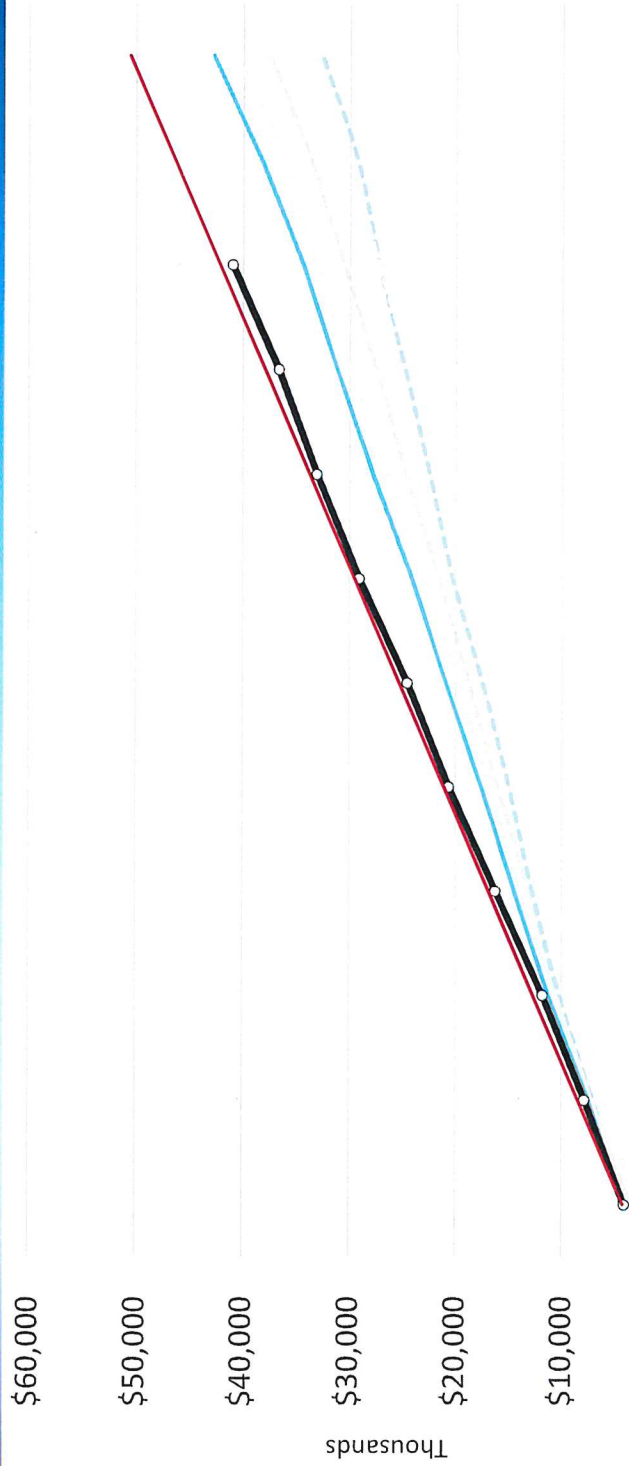
# YTD Operating Revenue (excluding CARES) vs. YTD Budget (including FBO)



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2019	4,502,220	9,234,366	14,102,655	18,705,687	23,202,053	27,720,536	32,571,286	37,794,830	42,140,177	46,951,790	51,446,625	56,290,620
2020	4,457,704	9,072,314	12,656,291	14,428,463	16,219,208	18,467,320	20,772,600	23,243,787	25,579,448	28,053,304	30,241,568	32,597,491
2021	2,527,316	5,302,691	8,062,357	11,173,881	14,447,920	18,085,420	21,811,927	26,744,057	30,678,320	35,118,922	39,061,926	43,495,375
2022	4,251,507	8,330,953	13,184,367	18,214,460	22,969,292	27,588,241	32,677,156	37,882,857	42,551,045	47,333,393	52,009,954	56,971,982
2023	5,149,663	10,362,297	15,987,022	20,932,362	25,813,002	30,080,266	35,604,326	42,831,536	46,252,511	51,691,205	56,622,816	64,929,063
2024	5,465,153	10,377,558	16,191,735	22,038,901	27,509,057	33,199,320	39,176,854	45,439,351	51,171,461	57,017,916	63,781,560	63,781,560
Budget	5,315,130	10,630,260	15,945,390	21,260,520	26,575,650	31,890,780	37,205,910	42,521,040	47,836,170	53,151,300	58,466,430	63,781,560



# YTD Operating Expense vs. YTD Budget (including FBO)



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2019	3,687,922	6,995,026	10,239,121	13,060,449	15,996,257	18,706,297	21,508,209	24,649,933	27,444,791	30,498,885	33,573,696	37,479,914
2020	3,758,784	7,078,105	10,210,410	12,748,160	14,964,654	17,443,911	20,260,418	22,447,362	24,771,587	27,203,873	29,264,377	32,607,403
2021	3,154,583	5,866,360	8,389,751	10,864,532	13,262,957	15,597,281	18,394,464	21,016,358	24,184,241	27,225,426	30,147,389	34,339,030
2022	3,545,868	7,191,623	10,560,033	14,051,498	16,685,933	19,740,606	23,083,281	26,548,055	30,015,685	33,074,656	36,050,114	40,628,453
2023	4,114,455	7,469,402	11,245,796	14,456,352	17,579,841	20,898,195	24,097,089	27,775,835	31,141,086	34,333,609	38,225,531	42,736,599
2024	4,097,291	7,826,657	11,755,737	16,213,920	20,616,136	24,540,607	29,041,983	33,035,476	36,624,306	40,947,270	46,359,731	50,574,252
Budget	4,214,521	8,429,042	12,643,563	16,858,084	21,072,605	25,287,126	29,501,647	33,716,168	37,930,689	42,145,210	46,359,731	50,574,252

## Line of Credit Draws



<u>Draws</u>			<u>Reimbursement Date.</u>
LOC Draw 24-01	March 8, 2024	\$ 984,381.73	August 12, 2024
LOC Draw 24-02	March 8, 2024	761,816.97	April 2, 2024
LOC Draw 24-03	March 20, 2024	959,655.24	April 9, 2024
LOC Draw 24-04	May 9, 2024	2,152,308.12	July 1, 2024
LOC Draw 24-05	May 9, 2024	1,285,737.86	July 1, 2024
LOC Draw 24-06	June 14, 2024	2,586,897.15	October 2, 2024
LOC Draw 24-07	Jun 14, 2024	2,337,750.23	October 2, 2024
LOC Draw 24-08	August 22, 2024	4,055,372.75	October 11, 2024
LOC Draw 24-08	Nov. 15, 2024	3,159,332.20	



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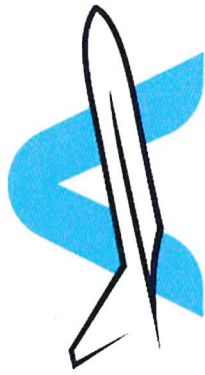
## Status of Airline Use & Lease Agreement Renewal for

### January 1, 2026:

- May 22, ALB Use & Lease Kickoff Meeting w Signatory Airlines
- Jun 27, ALB Use & Lease Second Meeting
- Jul 25, ALB Use & Lease Third Meeting
- Aug 26, ALB Use & Lease Fourth Meeting, w 2025 Rates & Charges
- Sep 23, ALB Use & Lease Fifth Meeting, w 2025 Rates & Charges
- Oct 16, ALB Use & Lease Sixth Meeting
- Nov 20, ALB Use & Lease Seventh Meeting
- Dec 18, ALB Use & Lease Eighth Meeting

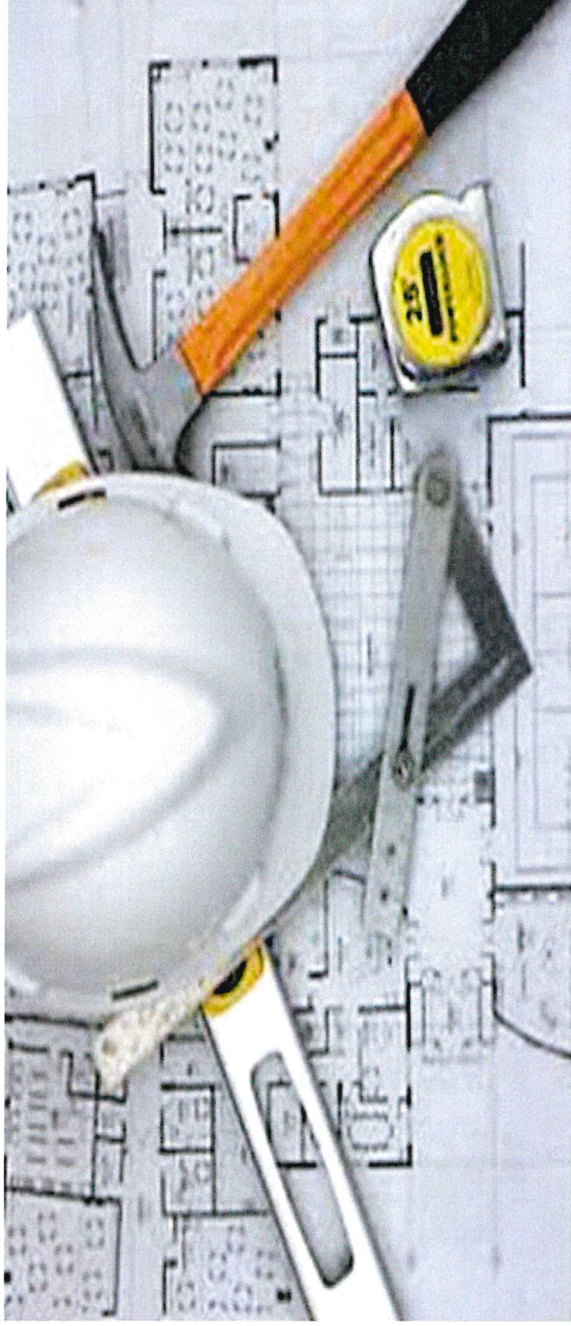
Thank You

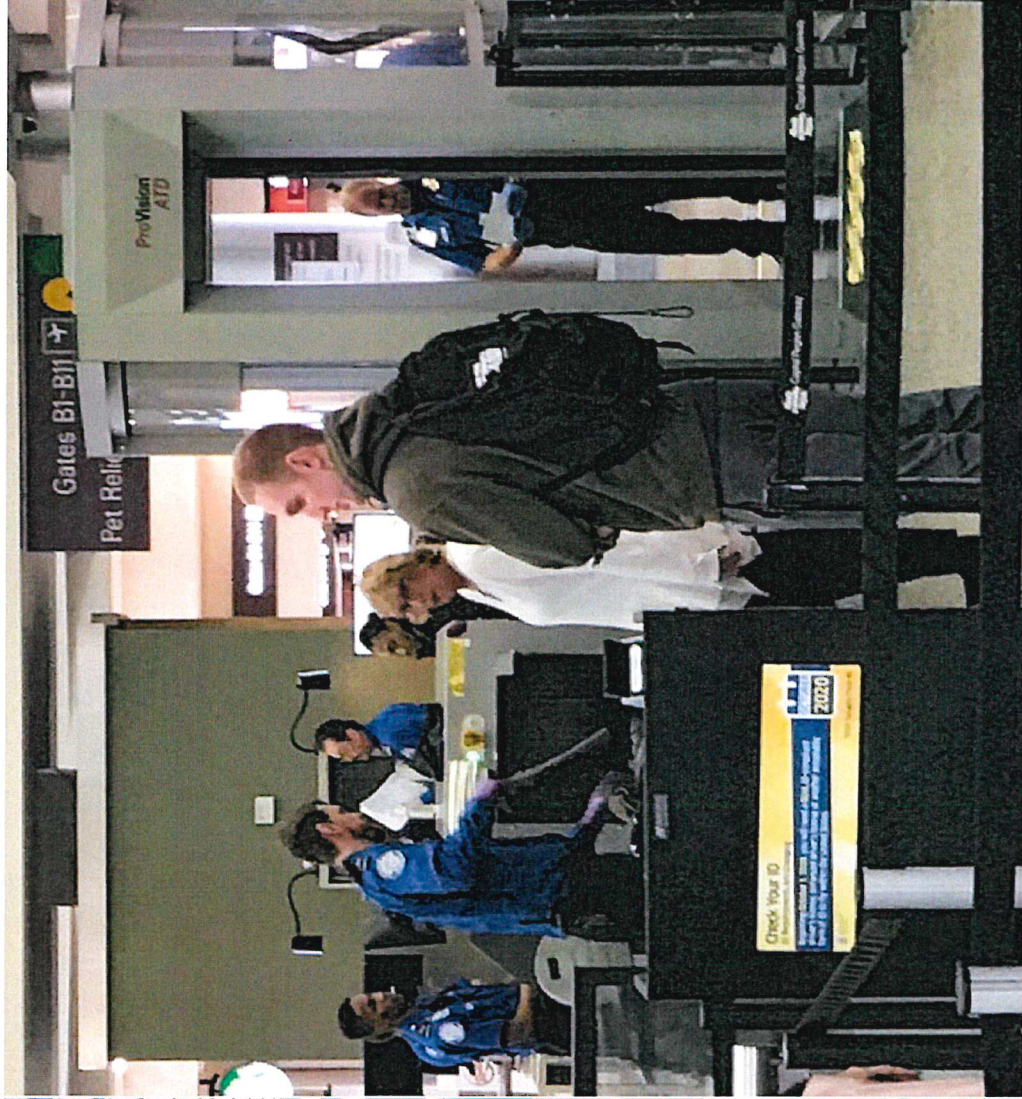




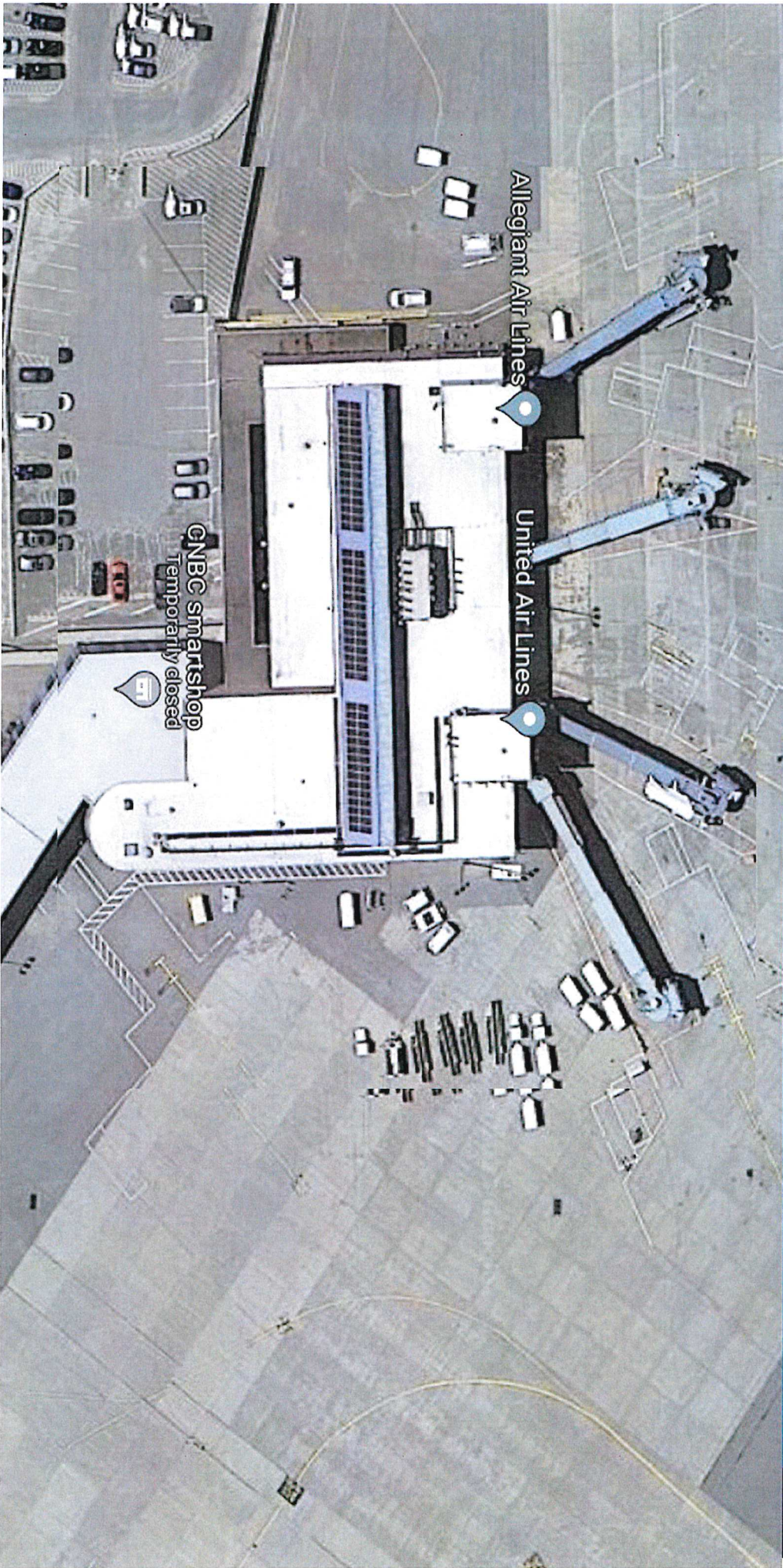
**ALBANY**  
INTERNATIONAL AIRPORT

# Project Development





# Terminal & Checkpoint Expansion



# Concourse A Rehabilitation

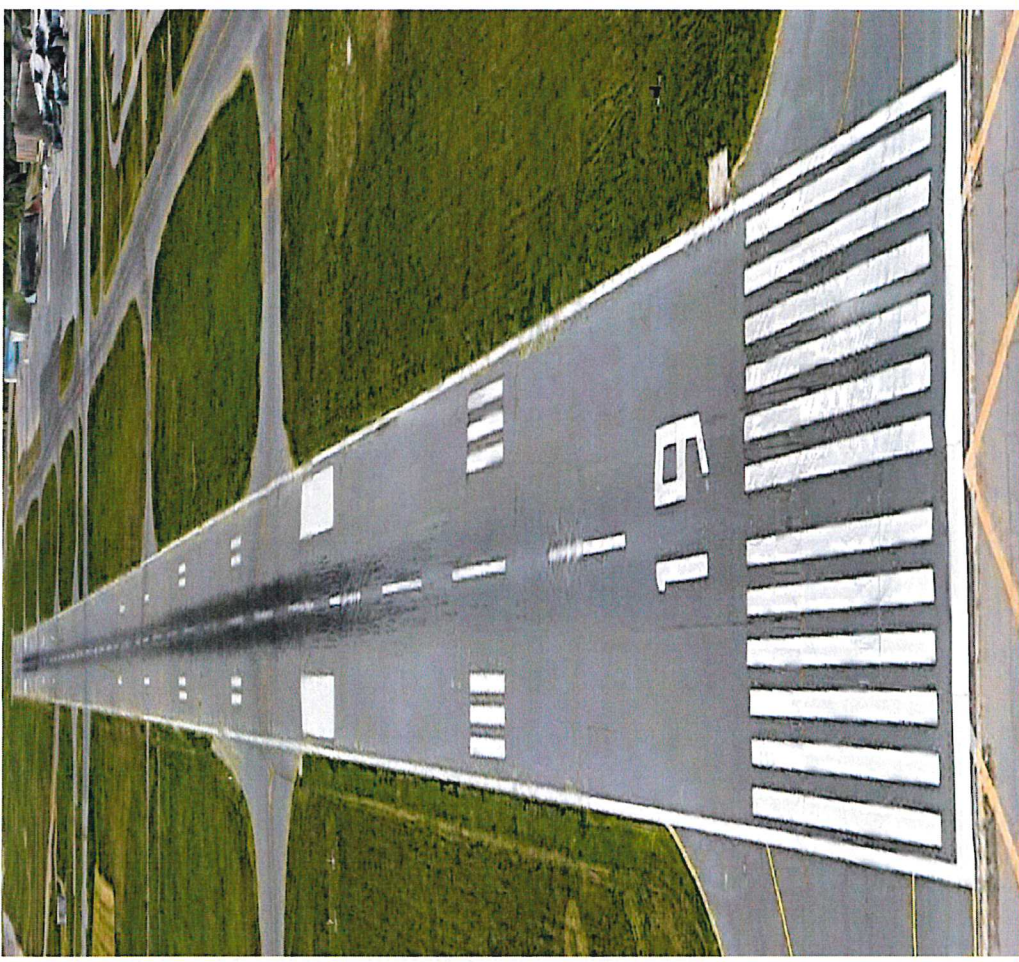




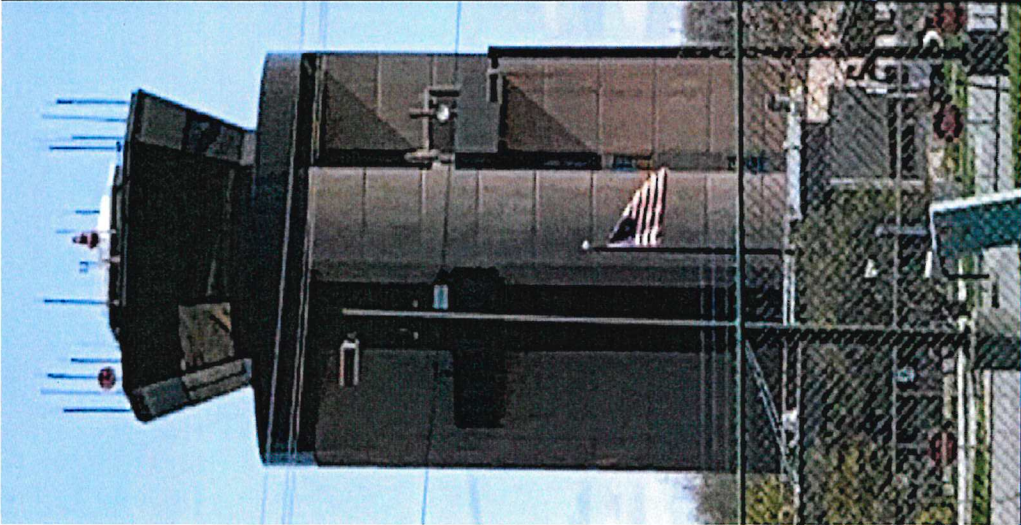


# Replacement of Boarding Bridges A-6 & B-6





**Runway 01-19 Pavement Rehab and Lighting Upgrade**



# Air Traffic Control Tower



# Main Elevator Terminal Replacement



# GA Apron Project



# Uncommon Grounds



# MALSR Lights



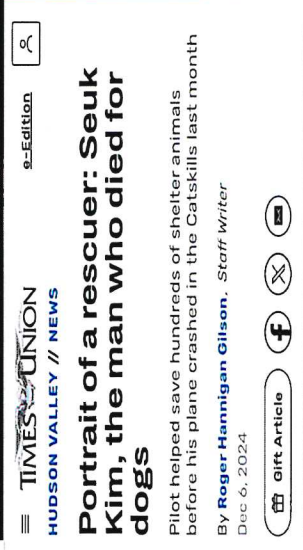
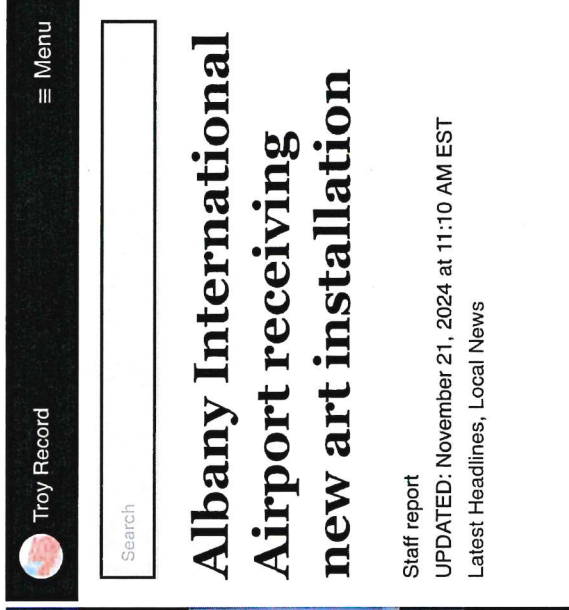
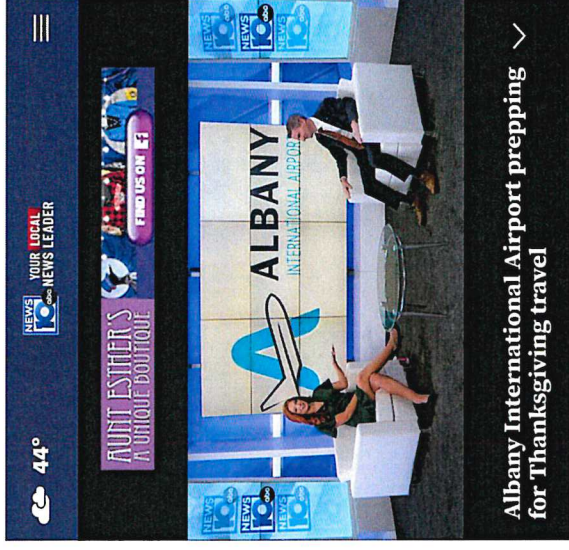
# Communications Update

**Steven A. Smith**  
**Director of Communications**



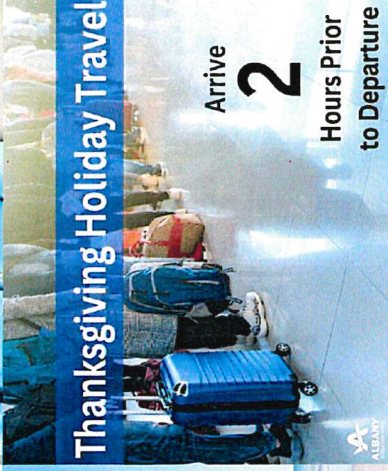
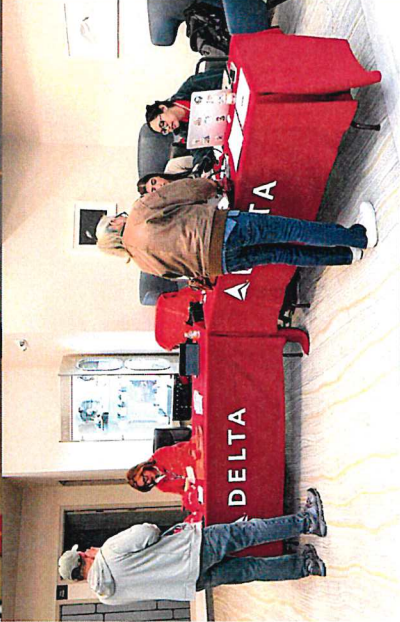
# Traditional Media

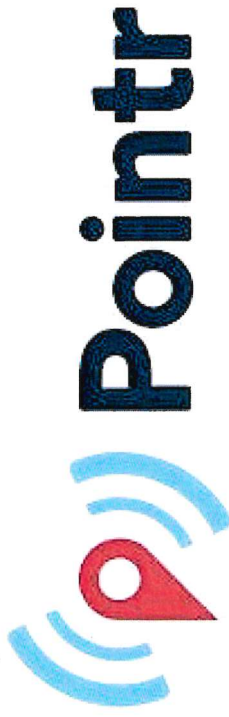
- Allegiant – SRQ
- Holiday Travel (Passengers)
- Construction Updates
- Avelo - Concord, NC (USA)
- Treasure Map
- Suek Kim Crash
- Untied Flight Incident
- Avelo Extended Schedule



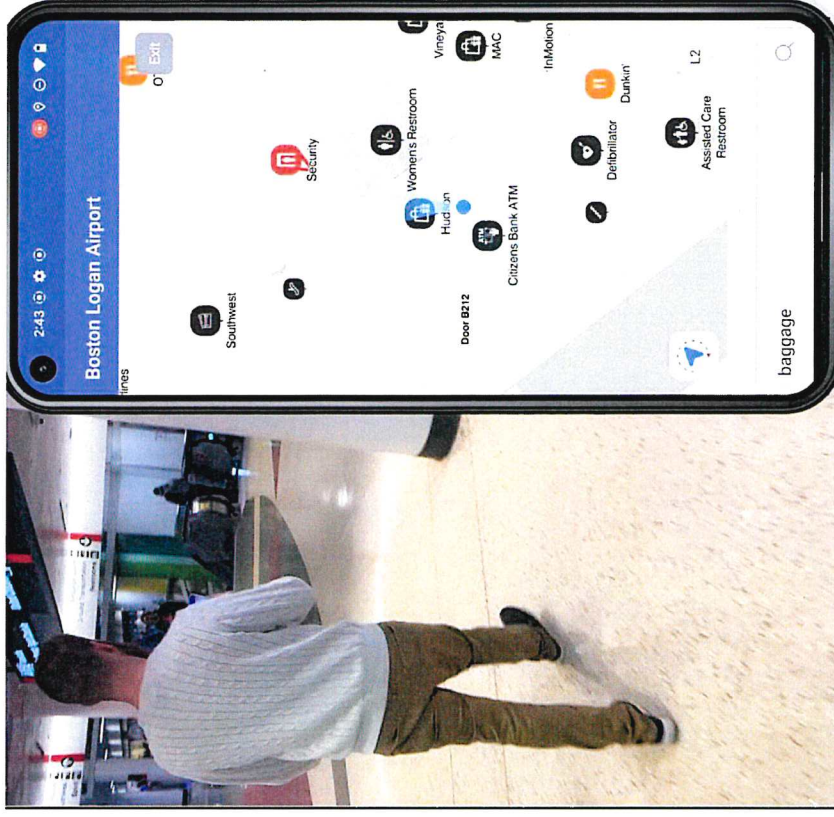
# Social Media

- Special Liveries
- Missing Companion
- Delta Blood Drive
- International Volunteer Day
- Concourse A Rehab
- Jets Plane
- Construction Updates
- Holiday Travel Reminders
- Thanksgiving
- Traveler Videos
- Avelo Extended Schedule
- Confined Space Rescue Training





- **We're Live!**
- **Soft Launch**
- **Working on Signage**
- **Press Event in January**



# Construction Updates

- Consistent Messaging
  - Access to Terminal
  - Progress Video
  - Parking Garage Access
  - Driving Lanes Shift
  - Hallway Closures
  - Sidewalk Closures
  - Vestibules
  - Signage
  - Info Desk
  - News Coverage
  - Concourse A



# Social Media Insights

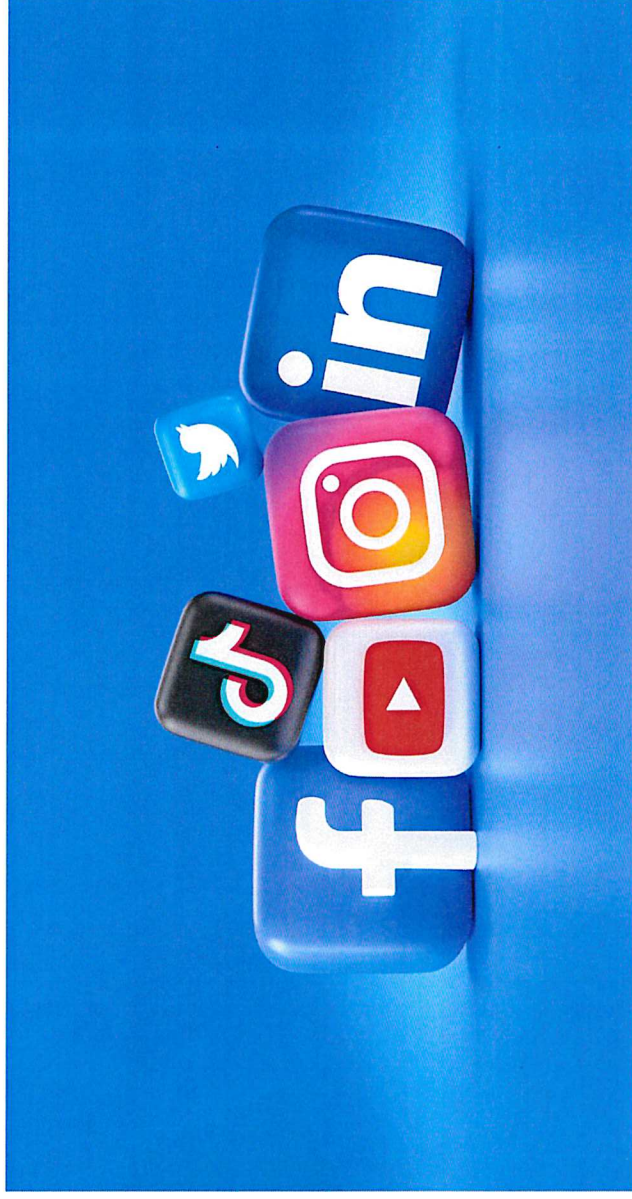
Facebook – 90 Days:

- Reach – 1.2M
- Posts - 81
- Engagement – 246K

Instagram – 90 Days:

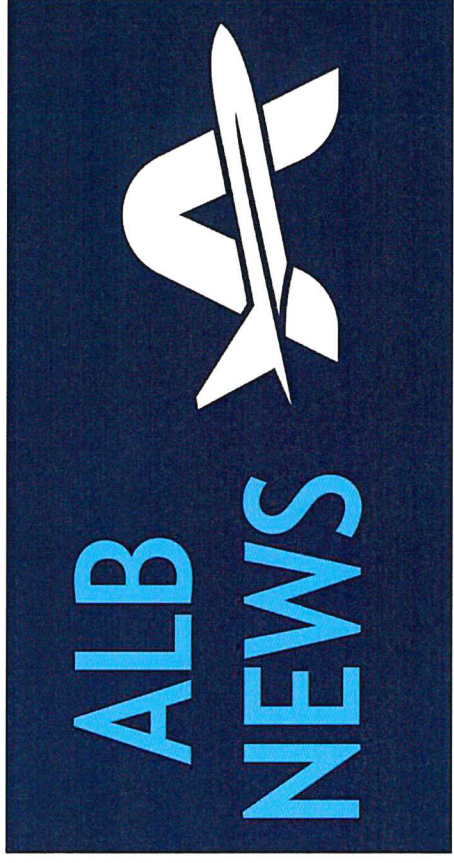
- Reach – 15K
- Posts - 93
- Engagement – 898

- 16K Followers on Facebook



# Website

- Updates to Terminal Expansion Page
- Updates to Concourse A Landing Page
- News Releases Added to Newsroom
- [www.albanyairport.com/construction](http://www.albanyairport.com/construction)
- <https://www.albanyairport.com/concourse-rehabilitation-project>



# Wild Center at Tupper Lake

Site visit on 12/11



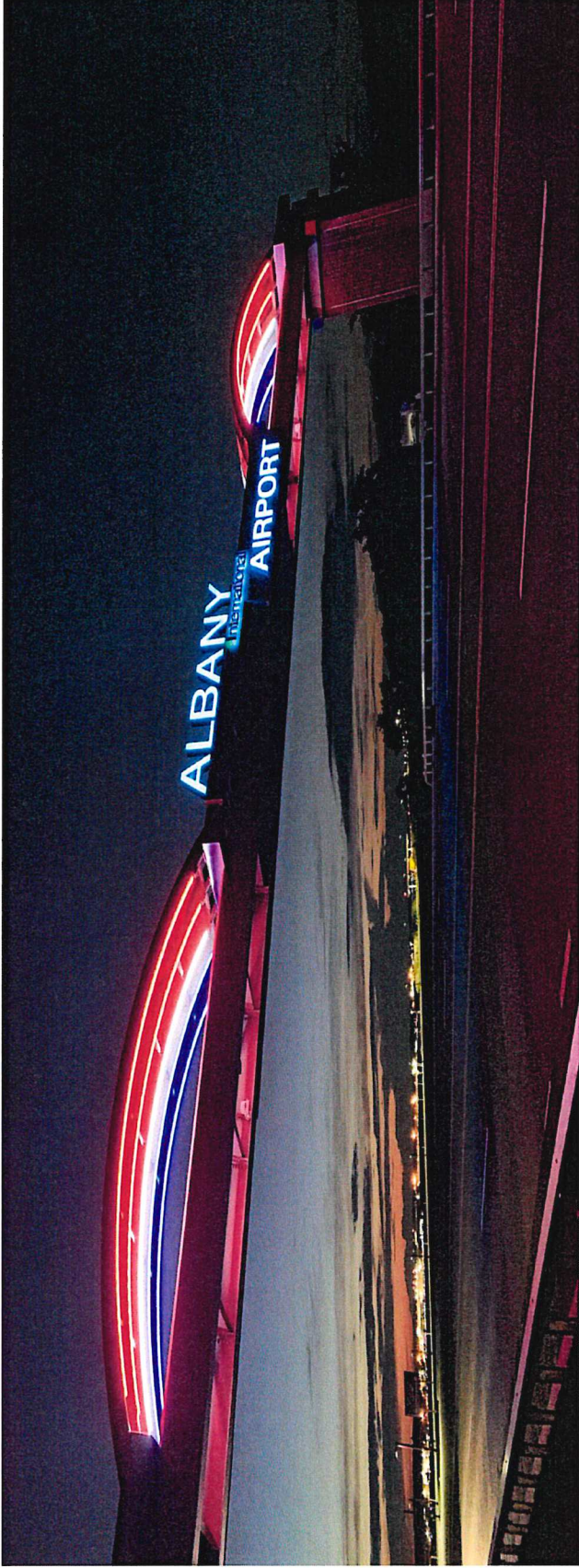
# Art and Culture Report

Director Kathy Greenwood



# Terminal Furniture Update

- **Comfort**
  - High backs, generous seat area, soft profile
- **Durability**
  - Design and materials built to last
- **Attractiveness**
  - Contemporary style, simple color palette, soft/rounded profile, thoughtful mix of wood tones, upholstery and metal finishes
- **Standardization**
  - Stick to simple array of furniture models and finishes to ensure continuity of design and flexibility of placement around terminal
- **Safety**
  - Mid or high backs on seating, sturdy arms, substantial weight/stability of items to avoid tipping
- **Convenience**
  - Electrical connectivity prioritized in single seating and groups
  - Single and small group seating
  - Privacy seating options within Concourse A hold room area
  - Accommodations for families with infants, toddlers and special needs children



**December 2024**



## **AGENDA ITEM NO. 3**

### **Communications and Report of Chief Executive Officer**

**AGENDA ITEM NO. 4**

**Chief Operating Officer**

**AGENDA ITEM NO. 5**

**Chief Financial Officer**

# ALB

Albany County Airport Authority

Monthly Financial Report

As of November 30, 2024

# ALB

TO: ACAA Members

FROM: Margaret Herrmann, Acting CFO

RE: November 2024 Financial Performance

## INTRODUCTION

The attached report includes the Airport's November 2024 statistical highlights, financial information, and operating information. 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 November 2024. The financial information presented herewith is prepared on the Albany County Airport Authority's budgetary basis of accounting. The information provided in this report does not include a forecast of the effects of the final settlement based upon the calculation provided for in the Airport Use and Lease Agreement, which expires December 31, 2025, or make any provision for accrual of funds owed to or from the Signatory Airlines. *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.* This report is divided into the following sections: Statistical Information, Financial Information, Airline Rates & Charges, Airport Revenues, Combined Management Expenses, Other Revenues and Expenses, Airline Incentives, Million Air FBO Operations, Line of Credit, Federal (FAA) & State Grants and Employee Counts.

## STATISTICAL INFORMATION

Below are the key performance indicators for ALB through November 30:

		2024 Budget	2024 Actual	Budget Variance	2023 Actual	% Actual 2024 vs. 2023
Enplanements	Current Month	118,750	118,986	0.2%	114,293	3.9%
	Year-to-Date	1,306,250	1,260,803	-3.6%	1,153,356	8.5%
Aircraft Seats	Current Month		145,778		135,531	7.0%
	Year-to-Date		1,628,627		1,528,250	6.2%
Load Factor	Current Month		82%		84%	-3.3%
	Year-to-Date		77%		75%	2.5%
Aircraft Operations	Current Month	5,249	4,377	-19.9%	4,441	-1.5%
	Year-to-Date	57,739	51,509	-12.1%	49,619	3.7%
Landed Weight (1,000#)	Current Month	125,000	159,397	21.6%	125,172	21.5%
	Year-to-Date	1,375,000	1,547,923	11.2%	1,401,599	9.5%
Cargo & Mail (Tons)	Current Month	1,788	1,603	-11.5%	1,869	-16.6%
	Year-to-Date	19,663	17,386	-13.1%	18,615	-7.1%

**FINANCIAL INFORMATION**

The summary of Revenues, Expenses and Net Results shows YTD 2024 results compared to the 2024 budgeted amounts and 2023 actual amounts. The summary shows the YTD net operating results for 2024 are more than the amount budgeted by \$7,688,014. These YTD results do not reflect the adjustments for year-end settlement or reflect other year-end adjustments for 2024 which effect the revenue sharing with the airlines.

	2024 YTD Budget	2024 YTD Actual	2023 YTD Actual	Prior Year Variance
Airport revenues	\$ 46,651,123	\$ 51,104,335	\$ 45,186,100	5,918,235
FBO revenues less cost of sales	6,559,916	6,528,177	6,059,753	468,424
Total operating expenses	(40,737,669)	(39,737,424)	(32,848,569)	(6,888,855)
Operating results	12,473,370	17,895,088	18,397,284	(502,196)
Other revenue and (expenses), net	(5,302,759)	(3,036,463)	1,943,277	(4,979,740)
Net results	<u>\$ 7,170,611</u>	<u>\$ 14,858,625</u>	<u>\$ 20,340,561</u>	
Net variances: (2024 Actual to Budget)		<u>\$ 7,688,014</u>		
(2024 Actual to 2023 Actual)				<u>\$ (5,481,936)</u>

Under the revenue sharing formula, the net revenues or deficiency at year-end are split fifty (50) percent to the signatory airlines and fifty (50) percent to the Authority, subject to certain limitations which require the airlines to ensure the Authority’s net revenues are not less than 125 percent of its annual debt service requirement.

The summary information above does not reflect the effect of allocating all budget variances in accordance with the Airport Use and Lease Agreement or the potential assessment of charges to meet debt service coverage requirements, and accordingly, does not reflect the amount of an accumulated potential year-end settlement with the signatory airlines.

**AIRLINE RATES AND CHARGES**

Airline Rates and Charges shown for 2024 are based on the adopted budget and are calculated using the formulas incorporated into the Airline Use and Lease Agreement. Final 2024 rates will be calculated in the final settlement and revenue sharing report. The signatory airlines will be billed or credited for their share of any final variance and the Authority will fund its share of any negative variance from its reserves.

**AIRPORT REVENUES**

AIRPORT REVENUES for YTD 2024 are \$51,104,335 and are \$4,453,211 more than the \$46,651,123 budget to date. This is due to timing differences in the way the 2024 budget was allocated by month.

FBO NET OPERATING REVENUES (revenues less cost of sales) for YTD 2024 are \$6,528,177 and are \$31,739 less than the \$6,559,916 YTD budget.

PUBLIC PARKING REVENUES for YTD 2024 total \$16,717,519 compared to \$16,105,956 in YTD 2023, a 3.8% increase and are \$326,440 below budget. Parking revenue per passenger decreased



from \$12.71 in YTD 2023 to \$12.12 in YTD 2024.

RENTAL CAR REVENUES for YTD 2024 total \$6,550,590 compared to \$6,040,190 in YTD 2023, and are \$541,840 more than budget. Rental car revenue per passenger decreased to \$4.75 in YTD 2024 from \$4.76 in YTD 2023.

FOOD AND BEVERAGE REVENUES for YTD 2024 total \$1,384,336 compared to \$1,199,964 in YTD 2023 and are \$51,961 more than budget. Revenue per passenger was \$1.00 in YTD 2024, which is an increase from \$0.95 in YTD 2023.

RETAIL REVENUES for YTD 2024 total \$932,536 compared to \$948,291 in YTD 2023, and are \$60,214 less than budgeted. Revenue per passenger was \$0.68 in YTD 2024 compared to \$0.75 in YTD 2023.

		2024 Budget	2024 Actual	Budget Variance	2023 Actual	% Actual 2024 vs. 2023
Parking	Current Month	\$ 1,549,451	\$ 1,490,691	-3.9%	\$ 1,519,954	-2.0%
	Year-to-Date	\$ 17,043,959	\$ 16,717,519	-2.0%	\$ 16,105,956	3.7%
Rental Cars	Current Month	\$ 546,250	\$ 421,287	-29.7%	\$ 394,933	6.3%
	Year-to-Date	\$ 6,008,750	\$ 6,550,590	8.3%	\$ 6,040,190	7.8%
Food and Beverage	Current Month	\$ 121,125	\$ 138,418	12.5%	\$ 104,647	24.4%
	Year-to-Date	\$ 1,332,375	\$ 1,384,336	3.8%	\$ 1,199,964	13.3%
Retail	Current Month	\$ 90,250	\$ 81,403	-10.9%	\$ 73,327	9.9%
	Year-to-Date	\$ 992,750	\$ 932,536	-6.5%	\$ 948,291	-1.7%

### COMBINED MANAGEMENT OPERATING EXPENSES

The airports three operating centers have combined operating expense results as follows:

	2024 YTD Budget	2024 YTD Actual	Budget Variance	2023 YTD Actual	Prior Year Variance
AvPorts	\$ 30,794,309	\$ 29,509,284	\$ 1,285,025	\$ 23,929,458	\$ (5,579,826)
Million Air Authority	4,348,477	4,542,643	(194,166)	3,809,827	(732,816)
	5,594,883	5,685,497	(90,614)	5,109,284	(576,213)
Total	\$ 40,737,669	\$ 39,737,424	\$ 1,000,245	\$ 32,848,569	\$ (6,888,855)
Variance			2.5%		-21.0%

### OTHER REVENUES AND EXPENSES

Other revenues and expenses when netted together for YTD 2024 are \$2,266,296 more than budgeted mainly due to 1) interest earnings that were \$1,780,086 more than budgeted and 2) the line of credit expense that was \$530,155 less than budgeted.

### AIRLINE INCENTIVES

Airline incentives paid to new entrant carriers or for new route services for November was \$36,853. 2024 YTD through November was \$413,595 compared to \$537,793 for YTD 2023.

## MILLION AIR FBO OPERATIONS

The commercial and retail YTD revenues and cost of sales results are as follows:

	2024 YTD Budget	2024 YTD Actual	Budget Variance	2023 YTD Actual	Prior Year Variance
Revenues	\$ 11,815,311	\$ 11,263,531	\$ (551,780)	\$ 11,436,716	\$ (173,185)
Cost of Sales	(5,255,394)	(4,735,354)	520,040	(5,376,963)	641,609
Net results before O & M Expenses	\$ 6,559,917	\$ 6,528,177	\$ (31,740)	\$ 6,059,753	\$ 468,424

2024 YTD Net Results before YTD Operating and Maintenance expenses were \$6,528,177, \$31,740 less than budgeted and \$468,424 more than YTD 2023. Revenue from sprayed deicing services was the most significant variance from the budget amounts.

Operating expenses, not including the cost of retail sales, for YTD 2024 are \$194,167 more than budgeted. A statement of FBO Results is included.

		2024 Budget	2024 Actual	Budget Variance	2023 Actual	% Actual 2024 vs. 2023
Jet A	Current Month	116,667	75,808	-53.9%	86,600	-14.2%
	Year-to-Date	1,283,333	1,166,414	-10.0%	1,187,391	-1.8%
AvGas	Current Month	5,750	6,708	14.3%	6,527	2.7%
	Year-to-Date	63,250	82,218	23.1%	68,386	16.8%
Deicing Gallons Sprayed	Current Month	5,417	7,830	30.8%	5,892	24.8%
	Year-to-Date	59,583	59,900	0.5%	67,375	-12.5%
Deicing Gallons Consortium	Current Month	7,000	5,499	-27.3%	6,497	-18.1%
	Year-to-Date	77,000	55,800	-38.0%	51,599	7.5%

## LINE OF CREDIT

On February 28, 2024 the Authority closed on a \$30 million line of credit with M&T Bank to provide cash to help fund Authority payments on the terminal connector project until the reimbursements from the NYS DOT and FAA are received. Below is the activity on the line of credit:

	Draw Date	Amount	Repayment Date
LOC Draw 01	8-Mar-24	\$ 984,381.73	12-Aug-24
LOC Draw 02	8-Mar-24	761,816.97	2-Apr-24
LOC Draw 03	20-Mar-24	959,655.24	9-Apr-24
LOC Draw 04	9-May-24	2,152,308.12	1-Jul-24
LOC Draw 05	9-May-24	1,285,737.86	1-Jul-24
LOC Draw 06	14-Jun-24	2,586,897.15	2-Oct-24
LOC Draw 07	14-Jun-24	2,337,750.23	2-Oct-24
LOC Draw 08	22-Aug-24	4,055,372.75	11-Oct-24
LOC Draw 09	15-Nov-24	3,159,332.20	
LOC Draw 10	23-Dec-24	1,554,653.15	
	Balance	4,713,985.35	

## FEDERAL (FAA) & NYS DOT GRANTS

The Authority accepts various FAA and NYS DOT grants to fund capital improvements at the Airport. Below is the status of the current grants as of November 30, 2024:

FAA Grants:	FAA	Grant Amount	Balance
Conduct an Airport Master Plan Study	141-2020	\$ 751,154	\$ 106,603
Acquire Snow Removal Equipment	147-2021	\$ 1,537,635	\$ 582,999
American Rescue Plan Act (ARPA)	148-2022	\$ 12,113,224	\$ 12,113,224
Rehabilitate Rwy 10/28 & Taxiway C	150-2022	\$ 7,144,824	\$ 714,483
Replace ATCT HVAC & Roof	151-2023	\$ 2,000,000	\$ 814,616
Reconstruct Terminal A & 2 PBBs	152-2024	\$ 10,600,000	\$ 10,600,000
Rehabilitate Rwy 1/19 & Perimeter Road	153-2024	\$ 9,326,858	\$ 9,326,858

New York State DOT Grants:	Grant #	Grant Amount	Balance
Rehabilitate Rwy 10/28 & Taxiway C	1A00.30	\$ 234,696	\$ 234,696
Rehabilitate Rwy 1/19 & Perimeter Road	TBD	\$ 518,159	\$ 518,159
Rehabilitate Elevators	1A00.94	\$ 1,612,560	\$ 1,612,560
Terminal Expansion Connector	1A00.95	\$ 60,000,000	\$ 37,796,487

## EMPLOYEE COUNTS

	2024						Variance	2025
	Budget	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Budget vs. Nov-24	
<b>AvPorts:</b>								
Airfield	29	21	21	21	21	21	(8)	29
Terminal	41	36	36	34	36	36	(5)	41
Loading Bridges	3	3	3	3	3	3	-	3
Parking	34	26	24	26	27	27	(7)	33
Curbside Security	3	3	3	3	3	3	-	3
ARFF	25	25	24	24	24	24	(1)	26
Operations	38	17	18	20	19	19	(19)	21
Vehicles & Equipment	12	11	11	11	11	11	(1)	12
Administration	9	12	11	10	11	11	2	10
<b>Total AvPorts Positions</b>	<b>194</b>	<b>153</b>	<b>151</b>	<b>152</b>	<b>155</b>	<b>155</b>	<b>(39)</b>	<b>178</b>
<b>Million Air:</b>								
Commercial	11	11	11	11	11	11	-	11
General Aviation	21	19	19	21	21	18	-	22
Administration	4	4	4	4	4	4	-	5
<b>Total Million Air Positions</b>	<b>36</b>	<b>34</b>	<b>34</b>	<b>36</b>	<b>36</b>	<b>33</b>	<b>-</b>	<b>38</b>
<b>Authority Positions</b>	<b>22</b>	<b>22</b>	<b>22</b>	<b>22</b>	<b>22</b>	<b>22</b>	<b>-</b>	<b>22</b>
<b>Total Positions</b>	<b>252</b>	<b>209</b>	<b>207</b>	<b>210</b>	<b>213</b>	<b>210</b>	<b>(39)</b>	<b>238</b>

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

	Unaudited November 30, 2024	Unaudited November 30, 2023	
<b><u>ASSETS</u></b>			
<b>CURRENT ASSETS</b>			
Unrestricted Assets			
Cash and cash equivalents	\$ 9,060,037	\$ 19,327,811	
Development Fund	27,837,221	21,233,185	
Accounts Receivable - net	1,851,193	438,550	
Lease Receivable	2,722,345	2,567,186	
Prepaid Expenses	743,255	729,105	
Total Unrestricted Assets	42,214,051	44,295,837	
Restricted Assets			
Operating and Renewal Reserves	9,372,290	8,350,026	
CFC Funds	485,907	463,315	
Capital Funds	5,319,835	3,748,324	
PFC Funds	8,051,329	10,320,641	
Revenue Bond Funds	15,927,023	15,448,931	
FAA Restricted Funds	220,197	210,181	
Concession Improvement Funds	754,855	720,518	
Total Restricted Assets	40,131,436	39,261,936	
Total Current Assets	82,345,487	83,557,773	
<b>NON-CURRENT ASSETS</b>			
Capital Assets	305,366,366	284,588,725	
Lease Receivable	16,969,066	18,404,031	
Prepaid Expenses	178,797	194,232	
Total Non-Current Assets	322,514,229	303,186,988	
Total Assets	404,859,716	386,744,761	
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>			
Refunding	638,650	959,399	
OPEB Expenses	906,998	1,025,989	
Pension Expenses	1,063,610	1,048,107	
Total Deferred Outflows of Resources	2,609,258	3,033,495	
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS</b>	407,468,974	389,778,256	
<b><u>LIABILITIES AND NET ASSETS</u></b>			
<b>CURRENT LIABILITIES</b>			
Payable from Unrestricted Assets	3,118,846	3,086,015	
Payable from Restricted Assets	22,334,775	17,792,585	
Total Current Liabilities	25,453,621	20,878,600	
<b>NON-CURRENT LIABILITIES</b>			
Bonds and other debt obligations	51,586,409	59,557,198	
Net OPEB Liability	6,540,258	6,102,500	
Net Pension Liability - proportionate share	1,060,170	(55,221)	
Total Non-Current Liabilities	59,186,837	65,604,477	
Total Liabilities	84,640,458	86,483,077	
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>			
Concession Improvement Funds	1,043,052	898,576	
OPEB Expenses	766,596	1,275,576	
Pension Expenses	75,313	1,246,137	
Leases	18,721,114	20,221,742	
Total Deferred Inflows of Resources	20,606,075	23,642,031	
<b><u>NET POSITION</u></b>			
Invested in Capital Assets, net of Related Debt	237,759,700	213,483,365	
Restricted	33,700,714	33,256,396	
Unrestricted	30,762,027	32,913,387	
Net Position	302,222,441	279,653,148	
<b>TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION</b>	\$ 407,468,974	\$ 389,778,256	

**Albany County Airport Authority**  
**2024 Summary of Revenues, Expenses and Net Results**  
**For the eleven months ended November 30, 2024**

	2024	November 2024			November 2023 YTD Actual	2024 Actual/ Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD		
<b>AIRPORT OPERATING REVENUES</b>						
Airline	\$ 15,478,038	\$ 14,188,201	\$ 18,261,140	\$ 4,072,939	28.7%	\$ 14,280,217 27.9%
Non-Airline	35,414,097	32,462,922	32,843,195	380,272	1.2%	30,905,883 6.3%
Total Revenues	50,892,135	46,651,123	51,104,335	4,453,211	29.9%	45,186,100 34.1%
<b>AIRPORT OPERATING EXPENSES</b>						
Personal Services	12,886,586	11,812,704	11,311,774	(500,930)	-4.2%	9,644,632 17.3%
Employee Benefits	6,736,418	6,175,050	5,316,486	(858,564)	-13.9%	4,948,435 7.4%
Utilities & Communications	3,325,302	3,048,193	1,985,209	(1,062,984)	-34.9%	2,256,152 -12.0%
Purchased Services	7,733,576	7,089,111	9,112,380	2,023,269	28.5%	5,445,319 67.3%
Material & Supplies	5,804,525	5,320,815	4,911,510	(409,305)	-7.7%	4,610,434 6.5%
Office	1,093,388	1,002,272	783,860	(218,412)	-21.8%	725,309 8.1%
Administration	1,201,856	1,101,702	1,417,593	315,891	28.7%	1,062,639 33.4%
Non-Capital Equipment	915,650	839,346	355,969	(483,376)	-57.6%	345,821 2.9%
Total Expenses	39,697,301	36,389,193	35,194,781	(1,194,411)	-3.3%	29,038,741 21.2%
<b>AIRPORT OPERATING RESULTS</b>	11,194,834	10,261,930	15,909,554	5,647,622	55.0%	16,147,359 -1.5%
<b>FBO OPERATING RESULTS</b>	2,412,480	2,211,440	1,985,534	(225,906)	-10.2%	2,249,925 -11.8%
<b>TOTAL OPERATING RESULTS</b>	13,607,314	12,473,370	17,895,088	5,421,716	43.5%	18,397,284 -2.7%
<b>OTHER REVENUES (EXPENSES)</b>						
Interest Earnings	800,000	733,333	2,513,419	1,780,086	242.7%	1,502,382 67.3%
Passenger Facility Charges	3,641,472	3,338,016	3,338,016	-	0.0%	3,338,016 0.0%
ACAA Debt Service	(9,933,400)	(9,105,617)	(9,105,617)	-	0.0%	(9,187,430) -0.9%
Line of Credit Interest	(800,000)	(733,333)	(203,178)	530,155	-72.3%	- 0.0%
Grant Income	138,700	127,142	50,996	(76,146)	-59.9%	5,220,837 -99.0%
Grant Expense	-	-	-	-	0.0%	396,772 -100.0%
Insurance Recoveries	-	-	32,201	32,201	0.0%	335,000 -90.4%
Improvement Charges	368,400	337,700	337,700	-	0.0%	337,700 0.0%
Total Other Revenues(Expenses)	(5,784,828)	(5,302,759)	(3,036,463)	2,266,296	-42.7%	1,943,277 -256.3%
<b>INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS</b>	7,822,486	7,170,611	14,858,625	7,688,012	107.2%	20,340,561 -27.0%
<b>AIRLINE INCENTIVES</b>	(400,000)	(366,667)	(413,595)	(46,928)	12.8%	(537,793) -23.1%
<b>CAPITAL CONTRIBUTIONS</b>	-	-	17,059,324	17,059,324	0.0%	7,980,961 113.8%
<b>INCREASE (DECREASE) IN NET POSITION</b>	\$ 7,422,486	\$ 6,803,945	\$ 31,504,354	24,700,410	363.0%	27,783,729 13.4%
<b>NET POSITION, BEGINNING OF PERIOD</b>			270,718,087			251,869,419
<b>NET POSITION, END OF PERIOD</b>			\$ 302,222,441			\$ 279,653,148
<b>RECONCILIATION TO AIRLINE FUNDS REMAINING:</b>						
<b>NET RESULTS BEFORE CAPITAL CONTRIBUTION</b>	7,822,486	7,170,611	14,858,625	7,688,012	107.2%	20,340,561 -27.0%
Less: Capital Improvements	(3,992,411)	(3,659,710)	(3,659,710)	-	0.0%	(3,157,787) 15.9%
Less: Reserve Requirements	(1,290,538)	(1,182,993)	(1,182,993)	-	0.0%	(785,870) 50.5%
<b>NET RESULTS</b>	2,539,537	2,327,908	10,015,922	7,688,012	330.3%	16,396,904 -38.9%
Revenue Sharing:						
Transfer to/from Airlines (50%)	1,269,769	1,163,954	5,007,961	3,844,006	330.3%	8,198,452 -38.9%
Authority Share (50%)	1,269,769	1,163,954	5,007,961	3,844,006	330.3%	8,198,452 -38.9%
Less: Airline Incentives	(400,000)	(366,667)	(413,595)	(46,928)	12.8%	(537,793) -23.1%
Net Authority Share	\$ 869,769	\$ 797,287	\$ 4,594,366	\$ 3,797,078	476.2%	\$ 7,660,659 -40.0%

**Albany County Airport Authority**  
**Operating Revenues**  
**For the eleven months ended November 30, 2024**

	2024	November 2024				November	2024 Actual/
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD	Variance %	2023 YTD Actual	Prior Year Variance %
<b>AIRLINE REVENUES</b>							
<b>COMMERCIAL</b>							
Landing Fees-Signatory	\$ 7,762,093	\$ 7,115,252	\$ 8,217,497	\$ 1,102,245	15.49%	\$ 5,859,482	40.24%
Landing Fees-Non Signatory	84,360	77,330	0	(77,330)	-100.00%	0	0.00%
Airline Apron Fees	990,524	907,980	839,474	(68,506)	-7.54%	762,967	10.03%
Glycol Disposal Fee	301,436	276,316	254,513	(21,803)	-7.89%	266,646	-4.55%
<b>CARGO</b>							
Landing Fees-Signatory	0	0	795,839	795,839	0.00%	580,670	37.06%
Landing Fees-Non Signatory	0	0	3,672	3,672	0.00%	74,581	-95.08%
<b>TERMINAL</b>							
Loading Bridges	882,672	809,116	781,507	(27,609)	-3.41%	653,284	19.63%
Space Rental	5,447,953	4,993,957	7,362,133	2,368,176	47.42%	6,073,193	21.22%
Non-Signatory Per Turn Fee	9,000	8,250	6,504	(1,746)	-21.16%	9,394	-30.76%
<b>TOTAL AIRLINE REVENUES</b>	<b>15,478,038</b>	<b>14,188,201</b>	<b>18,261,140</b>	<b>4,072,939</b>	<b>28.71%</b>	<b>14,280,217</b>	<b>27.88%</b>
<b>NON-AIRLINE REVENUES</b>							
<b>AIRFIELD</b>							
Tenant Maintenance	30,000	27,500	48,394	20,894	75.98%	28,841	67.80%
<b>Total Airfield</b>	<b>30,000</b>	<b>27,500</b>	<b>48,394</b>	<b>20,894</b>	<b>75.98%</b>	<b>28,841</b>	<b>67.80%</b>
<b>TERMINAL</b>							
Utility Reimbursement	24,000	22,000	33,274	11,274	51.25%	33,707	-1.28%
Tenant Maintenance	20,559	18,846	26,820	7,975	42.32%	4,150	546.27%
Space Rent - Non Airline	156,135	143,124	181,092	37,968	26.53%	194,854	-7.06%
Space Rent - Fixed Non Airline	579,949	531,620	518,425	(13,195)	-2.48%	518,425	0.00%
Food & Beverage	1,453,500	1,332,375	1,384,336	51,961	3.90%	1,199,964	15.36%
Retail	1,083,000	992,750	932,536	(60,214)	-6.07%	948,291	-1.66%
Advertising	0	0	(4,300)	(4,300)	0.00%	0	0.00%
ATM	14,000	12,833	13,358	524	4.09%	14,101	-5.27%
Operating Permits	351,072	321,816	349,621	27,805	8.64%	309,777	12.86%
Vending Machines	19,208	17,607	13,978	(3,629)	-20.61%	17,401	-19.67%
Baggage Cart Rentals	14,000	12,833	14,570	1,737	13.53%	14,500	0.49%
<b>Total Terminal</b>	<b>3,715,423</b>	<b>3,405,804</b>	<b>3,463,710</b>	<b>57,906</b>	<b>1.70%</b>	<b>3,255,168</b>	<b>6.41%</b>
<b>GROUND TRANSPORTATION</b>							
Parking	18,593,410	17,043,959	16,717,519	(326,440)	-1.92%	16,105,956	3.80%
Rental Cars	6,555,000	6,008,750	6,550,590	541,840	9.02%	6,040,190	8.45%
Access Fees	200,565	183,851	146,200	(37,651)	-20.48%	155,147	-5.77%
TNCs	336,000	308,000	355,666	47,666	15.48%	329,681	7.88%
Garage Space Rent	86,249	79,061	79,063	2	0.00%	76,022	4.00%
Garage Kiosk Rent	21,600	19,800	19,800	0	0.00%	19,800	0.00%
<b>Total Ground Transportation</b>	<b>25,792,824</b>	<b>23,643,422</b>	<b>23,868,838</b>	<b>225,416</b>	<b>0.95%</b>	<b>22,726,797</b>	<b>5.03%</b>
<b>OTHER AIRPORT</b>							
Telephone System - Tenants	51,126	46,866	45,991	(875)	-1.87%	48,273	-4.73%
Building Rental	79,660	73,022	70,250	(2,772)	-3.80%	97,413	-27.88%
Control Tower Rental	794,525	728,314	724,759	(3,555)	-0.49%	710,548	2.00%
Air Cargo Facility	1,100,000	1,008,333	1,205,890	197,557	19.59%	603,585	99.79%
State Executive Hangar	1,247,083	1,143,159	1,143,159	0	0.00%	1,143,159	0.00%
T Hangars	186,360	170,830	150,664	(20,166)	-11.80%	140,820	6.99%
Tie Downs	1,586	1,454	1,497	43	2.99%	2,174	-31.12%
Industrial Park	631,365	578,752	563,472	(15,279)	-2.64%	521,430	8.06%
Land Rental	443,911	406,918	386,493	(20,425)	-5.02%	461,910	-16.33%
Eclipse Hangar	0	0	0	0	0.00%	287,727	-100.00%
Hangar Rental	920,104	843,429	851,780	8,351	0.99%	538,165	58.28%
Antenna Space Rental	112,473	103,101	76,272	(26,828)	-26.02%	75,096	1.57%
Internet and Cable Access	5,300	4,858	2,605	(2,253)	-46.38%	3,705	-29.69%
Fingerprinting	25,000	22,917	42,675	19,758	86.22%	34,272	24.52%
Tenant Maintenance	2,000	1,833	0	(1,833)	-100.00%	574	-100.00%
Purchasing Proposals	0	0	0	0	0.00%	170	-100.00%
Ebay/Scrap/Equipment Sales	5,000	4,583	10,057	5,474	119.42%	4,587	119.25%
Utility Reimbursement	165,000	151,250	130,583	(20,667)	-13.66%	152,655	-14.46%
Reimbursement of Property Taxes	25,357	23,244	39,244	16,000	68.84%	50,284	-21.96%
Other	80,000	73,333	16,859	(56,474)	-77.01%	18,529	-9.01%
<b>Total Other Airport</b>	<b>5,875,851</b>	<b>5,386,197</b>	<b>5,462,252</b>	<b>76,056</b>	<b>1.41%</b>	<b>4,895,077</b>	<b>11.59%</b>
<b>TOTAL NON AIRLINE REVENUES</b>	<b>35,414,097</b>	<b>32,462,922</b>	<b>32,843,195</b>	<b>380,272</b>	<b>1.17%</b>	<b>30,905,883</b>	<b>6.27%</b>
<b>TOTAL REVENUES</b>	<b>\$ 50,892,135</b>	<b>\$ 46,651,123</b>	<b>\$ 51,104,335</b>	<b>\$ 4,453,211</b>	<b>9.55%</b>	<b>\$ 45,186,100</b>	<b>13.10%</b>

**Albany County Airport Authority**  
**FBO Results**  
For the eleven months ended November 30, 2024

	2024	November 2024			November 2023 YTD Actual	2024 Actual/ Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD		
<b>REVENUES</b>						
Retail Fuel						
Jet A Fuel Sales	\$ 7,450,000	\$ 6,829,167	\$ 5,881,694	\$ (947,472)	-13.87%	\$ 5,889,693 -0.14%
AvGas Fuel Sales	424,350	388,988	476,761	87,773	22.56%	418,829 13.83%
Commercial AvGas Fuel Sales	20,000	18,333	16,355	(1,979)	-10.79%	19,793 -17.37%
Auto & Diesel Fuel Sales	295,000	270,417	218,044	(52,372)	-19.37%	217,076 0.45%
Retail Fuel Sales	8,189,350	7,506,904	6,592,855	(914,050)	-12.18%	6,545,390 0.73%
Into Plane Fees	810,000	742,500	701,750	(40,750)	-5.49%	672,030 4.42%
Fuel Farm Fees	916,500	840,125	935,570	95,445	11.36%	795,168 17.66%
General Aviation Landing Fees	340,000	311,667	474,572	162,905	52.27%	352,517 34.62%
Aircraft Parking Fees	550,000	504,167	579,357	75,191	14.91%	526,977 9.94%
Deicing Services	1,499,450	1,374,496	1,385,331	10,835	0.79%	2,064,844 -32.91%
FBO Properties	449,130	411,703	351,753	(59,949)	-14.56%	320,333 9.81%
FBO Services	135,000	123,750	242,344	118,594	95.83%	159,456 51.98%
<b>TOTAL REVENUES</b>	<b>12,889,430</b>	<b>11,815,311</b>	<b>11,263,531</b>	<b>(551,780)</b>	<b>-4.67%</b>	<b>11,436,716 -1.51%</b>
<b>COST OF SALES</b>						
Fuel Costs - Jet A	3,740,000	3,428,333	3,030,991	(397,342)	-11.59%	3,217,371 -5.79%
Fuel Discounts - Jet A	300,000	275,000	245,559	(29,441)	-10.71%	168,790 45.48%
Fuel Costs - SAF	0	0	0	0	0.00%	0 0.00%
Fuel Costs - AvGas	320,850	294,113	355,586	61,473	20.90%	325,887 9.11%
Fuel Discounts - AvGas	0	0	10,898	10,898	0.00%	10,554 3.26%
Fuel Costs - Commercial AvGas	15,000	13,750	14,025	275	2.00%	16,867 -16.85%
Fuel Costs - Auto & Diesel	222,000	203,500	178,307	(25,193)	-12.38%	171,850 3.76%
Total Fuel Costs	4,597,850	4,214,696	3,835,366	(379,330)	-9.00%	3,911,320 -1.94%
Deicing Costs - Type I & IV	1,133,308	1,038,865	851,465	(187,400)	-18.04%	1,431,107 -40.50%
Customs Garbage, Oil & Other	2,000	1,833	48,523	46,690	2546.74%	34,536 40.50%
Total Cost of Sales	5,733,158	5,255,394	4,735,354	(520,040)	-9.90%	5,376,963 -11.93%
Net Operating	7,156,273	6,559,916	6,528,177	(31,739)	-0.48%	6,059,753 7.73%
<b>OPERATING EXPENSES BY CATEGORY</b>						
Personal Services						
Salaries	1,808,524	1,657,814	1,806,097	148,284	8.94%	1,505,717 19.95%
Overtime	248,025	227,356	211,218	(16,139)	-7.10%	238,493 -11.44%
Total Personal Services	2,056,549	1,885,170	2,017,315	132,145	7.01%	1,744,210 15.66%
Employee Benefits	804,801	737,734	574,135	(163,599)	-22.18%	487,414 17.79%
Utilities & Communications	102,087	93,580	85,337	(8,243)	-8.81%	105,202 -18.88%
Purchased Services	690,818	633,250	600,560	(32,690)	-5.16%	422,298 42.21%
Materials & Supplies						
Buildings	133,406	122,289	84,314	(37,975)	-31.05%	96,828 -12.92%
Grounds	38,000	34,833	19,866	(14,968)	-42.97%	9,758 103.59%
Vehicles	457,191	419,092	624,470	205,378	49.01%	540,022 15.64%
Total Materials & Supplies	628,597	576,214	728,649	152,435	26.45%	646,609 12.69%
Administrative Expenses	346,435	317,565	383,273	65,708	20.69%	330,640 15.92%
Non-Capital Equipment	114,505	104,963	153,374	48,411	46.12%	73,455 108.80%
<b>TOTAL EXPENSES</b>	<b>4,743,793</b>	<b>4,348,477</b>	<b>4,542,643</b>	<b>194,167</b>	<b>4.47%</b>	<b>3,809,827 19.23%</b>
FBO Net Direct Cost	\$ 2,412,480	\$ 2,211,440	\$ 1,985,534	\$ (225,906)	-10.22%	\$ 2,249,925 -11.75%

**Albany International Airport**  
**Airline and Direct Market Flights**  
For the week of January 13, 2025

<b><u>AIRLINE</u></b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Allegiant	2	1	1		2	1	1
American	12	12	10	11	12	12	10
Avelo		2				2	
Delta	7	8	7	7	8	8	6
Jet Blue	4	4	2	2	4	3	2
Southwest	10	8	8	8	8	11	8
United	8	9	9	9	10	8	10
	<b>43</b>	<b>44</b>	<b>37</b>	<b>37</b>	<b>44</b>	<b>45</b>	<b>37</b>
<b><u>DIRECT MARKET</u></b>							
Atlanta	2	3	2	2	3	3	2
Baltimore	4	4	4	4	4	4	3
Charlotte	3	3	3	3	3	3	3
Charlotte/Concord		1			1	1	
Chicago-Midway	1	1	1	1	1	1	1
Chicago-O'Hare	4	4	4	4	4	4	4
Dallas/Ft. Worth							
Denver	1				1	1	1
Detroit	3	3	3	3	3	3	3
Fort Lauderdale	2	2	1	1	2	2	2
Ft. Meyers							1
Las Vegas	1	1	1	1	1	1	
Miami							1
New York LaGuardia	2	2	2	2	2	2	1
Newark	2	2	2	2	2	2	2
Orlando	4	4	3	3	4	4	3
Orlando/Sanford	1				1		
Philadelphia	3	3	1	2	3	3	2
Punta Gorda	1		1		1		1
Raleigh Durham		1				1	
St. Petersburg		1				1	
Tampa	1	1	1	1		1	1
Washington/Dulles	4	4	4	4	4	4	4
Washington/Reagan	4	4	4	4	4	4	2
	<b>43</b>	<b>44</b>	<b>37</b>	<b>37</b>	<b>44</b>	<b>45</b>	<b>37</b>



## **AGENDA ITEM NO. 6**

### **Project Development**

**AGENDA ITEM NO. 7**

**Counsel**

## **AGENDA ITEM NO. 8**

### **Concessions/Ambassador Program**

## **AGENDA ITEM NO. 9**

**Public Affairs**

**AGENDA ITEM NO. 10**

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

**AGENDA ITEM NO. 10.1**

**Authorization to enter into  
Contract 1127-FF+E with Quality Office  
Environments Rehabilitation of  
Concourse A - Furniture, Fixtures &  
Equipment**

AGENDA ITEM NO: 10.1  
MEETING DATE: January 13, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:**

Contact Persons: *Christine C. Quinn, Authority Counsel*  
*Kathy Greenwood, Director of Art & Culture*

**PURPOSE OF REQUEST:**

*Authorization to enter into Contract 1127-FF+E with Quality Office  
Environments Rehabilitation of Concourse A - Furniture, Fixtures &  
Equipment*

**CONTRACT AMOUNT:**

Base Amount: \$152,033.48

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes  No  NA   
Funding Account No.:

**AWARD CONDITIONS MET:**

*Apprenticeship N/A DBE  MWBE*

*Service Disabled Veteran Owned Business (SDVOB) N/A*

**FISCAL IMPACT - FUNDING (Dollars or Percentages)**

Federal  State

**JUSTIFICATION:**

AGENDA ITEM NO: 10.1  
MEETING DATE: January 13, 2025

*Authorization is requested for the award of Contract 1127- FF+E purchase of furniture, fixtures and equipment for the Concourse A Expansion with Quality Office Environments. This proposed contract was procured under a NYS OGS contract.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**FINAL AGREEMENT SUBJECT TO APPROVAL 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:**

QOE Proposal





EM&N Marketing DBA Quality Office Environments  
 127 Main St, Geneseo, NY 14454  
 (585) 243-5835

QUOTATION & CONTRACT	
DATE	QUOTE #
01/09/25	QOE240131A
SALES REP	PAYMENT TERMS
Marcia Podhorecki	Net 30

BILL TO:
Albany International Airport 737 ALBANY SHAKER RD LOUDONVILLE, NY 12211-1001

CUSTOMER PURCHASE ORDER

FINAL LOCATION:
Albany International Airport 737 ALBANY SHAKER RD LOUDONVILLE, NY 12211-1001

ITEM #	QTY	IMAGE	PRODUCT	UNIT PRICE	EXT. PRICE
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1 6.00



OFS  
 78043-M-MT C6V/SLV H5X A2J X9 X9 X9 C4 ~MAH  
 ~BOUNDARY 3059230 ~CFS ~HARRISON-MB  
 Coact, 67.5 x 28 x 35.75 Sofa, Midback , Multiple Textiles  
 C6V/SLV = Power Location/Finish: Both Left & Right  
 Facing/Silver:  
 Power units are in the front apron of unit: 6CV - Both left &  
 right locations 1 AC power outlet. 1 USB A, 1 USB C in  
 module

\$ 2,925.72 \$ 17,554.32

H5X = Leg Style: Square Tapered Metal  
 A2J = Leg Finish: Polished Chrome  
 X9 = Back Shelf: No Shelf  
 X9 = Shelf Bracket Finish: No Shelf  
 X9 = Shelf Finish: No Shelf  
 C4 = Ganging: Ganging (Set of 2)





~MAH = Seat Fabric, Manufacturer: Maharam Bluff / Pirate  
 Grade 8  
 3059230 = Fabric Color, Maharam Bluff Pirate  
 ~CFS = Back Fabric, Manufacturer: CF Stinson Pebble  
 Trail / Huron Grade 10  
 -- TAG/LOCATION: S-02  
 -- CONTRACT: OFS - PC70253





EM&N Marketing DBA Quality Office Environments  
 127 Main St, Geneseo, NY 14454  
 (585) 243-5835




QUOTATION & CONTRACT	
DATE	QUOTE #
01/09/25	QOE240131A
SALES REP	PAYMENT TERMS
Marcia Podhorecki	Net 30

ITEM #	QTY	IMAGE	PRODUCT	UNIT PRICE	EXT. PRICE
2	6.00		<p>OFS            78149 H5X A2J C4 ~MAH ~BOUNDARY            Coact, 56x28x18 Bench, Half Round            H5X = Leg Style: Square Tapered Metal            A2J = Leg Finish: Polished Chrome            C4 = Ganging: Ganging (Set of 2)            ~MAH = Fabric, Manufacturer: Maharam Bluff / Pirate            Grade 8</p> <p>-- TAG/LOCATION: S-02            -- CONTRACT: OFS - PC70253</p>	\$ 1,114.56	\$ 6,687.36
					
3	32.00		<p>ERG International            SP/BARI/BEN            SPECIAL BASE/SEAT HEIGHT            Barri - 21" Chair Height Seat base            ~ = Base Finish: Standard Powder Coat Finish            BA = Powder Coat Finish: Brushed Aluminum</p> <p>Floor mounted base features 6" diameter cast iron base with 8" steel cover. Frame is sand blasted and then powder coated for maximum paint adhesion. Seats feature swivel with automatic return.</p> <p>-- TAG/LOCATION: C-01            -- CONTRACT: ERG - PC70195</p>	\$ 565.20	\$ 18,086.40
4	16.00		<p>ERG International            BAR-30 ~ BA            Barri - 30" Bar Height Seat base w/ footrest            ~ = Base Finish: Standard Powder Coat Finish            BA = Powder Coat Finish: Brushed Aluminum</p> <p>Floor mounted base features 6" diameter cast iron base with 8" steel cover. Frame is sand blasted and then powder coated for maximum paint adhesion. 30" bar height seats have a welded fixed footrest. Seats feature swivel with automatic return.</p> <p>-- TAG/LOCATION: C-02            -- CONTRACT: ERG - PC70195</p>	\$ 495.45	\$ 7,927.20



EM&N Marketing DBA Quality Office Environments  
 127 Main St, Geneseo, NY 14454  
 (585) 243-5835

QUOTATION & CONTRACT	
DATE	QUOTE #
01/09/25	QOE240131A
SALES REP	PAYMENT TERMS
Marcia Podhorecki	Net 30

ITEM #	QTY	IMAGE	PRODUCT	UNIT PRICE	EXT. PRICE
5	48.00		ERG International BEN ASH Barri - Benton Full Back wood shell ASH = Transparent Wood Stain Color: Ash  Wood Compound angle .50 thick multi-ply Beech wood shell. Shell is available with vertical running wood grain. -- TAG/LOCATION: C-01/C-02 -- CONTRACT: ERG - PC70195	\$ 259.20	\$ 12,441.60
6	12.00	  	Stance Healthcare RMR45-OUT-BHP (GRD8) (MOMENTUM) (PF) Rosetta 45 Degree Curve, outside Dimensions: Width 38.5, Depth 30, Height 31.5, Seat Width 25-38.5, Seat Depth 18, Seat Height 18 (MAHARAM) = Fabric_Supplier: Fabric Grade 8 Maharam Bluff / Pirate (PF) = Fabric_Type: Performance Fabric (MAHARAM) = Fabric_Supplier: Fabric Grade 8 Maharam Bluff / Pirate (PF) = Fabric_Type: Performance Fabric (GRD8) = Higher_Fabric_Grade: Rosetta Grade 8 Selection (MB) = Option_for_Moisture_Barrier: Moisture Barrier per Seat (GB) = Option_for_Ganging_Bracket: Ganging Bracket (1 per 2 modules) (STD) = Plinth_Base_Finish: Standard (AL) = Plinth_Standard_Base_Finish: Textured Nickel (MOMENTUM) = Fabric_Supplier: Fabric Grade 8 Momentum Bluff Pirate -- TAG/LOCATION: C-01 -- CONTRACT: STANCE - PC70280	\$ 1,803.56	\$ 21,642.72



EM&N Marketing DBA Quality Office Environments  
 127 Main St, Geneseo, NY 14454  
 (585) 243-5835

QUOTATION & CONTRACT	
DATE	QUOTE #
01/09/25	QOE240131A
SALES REP	PAYMENT TERMS
Marcia Podhorecki	Net 30

ITEM #	QTY	IMAGE	PRODUCT	UNIT PRICE	EXT. PRICE
7	12.00		Stance Healthcare RMR45-OUT-BHP (GRD8) (MAHARAM) Rosetta 45 Degree Curve, outside with power/Usb Unit Dimensions: Width 38.5, Depth 30, Height 31.5, Seat Width 25-38.5, Seat Depth 18, Seat Height 18 (MAHARAM) = Fabric_Supplier: Fabric Grade 8 Maharam Bluff / Pirate (PF) = Fabric_Type: Performance Fabric (MAHARAM) = Fabric_Supplier: Fabric Grade 8 Maharam Bluff / Pirate (PF) = Fabric_Type: Performance Fabric (GRD8) = Higher_Fabric_Grade: Rosetta Grade 8 Selection (MB) = Option_for_Moisture_Barrier: Moisture Barrier per Seat (GB) = Option_for_Ganging_Bracket: Ganging Bracket (1 per 2 modules) (STD) = Plinth_Base_Finish: Standard (AL) = Plinth_Standard_Base_Finish: Textured Nickel -- CONTRACT: STANCE - PC70280	\$ 2,241.36	\$ 26,896.32
					
8	21.00		Stance Healthcare KIT-RM-GANG-BH Rosetta BH Ganging System Kit -- TAG/LOCATION: C-01 -- CONTRACT: STANCE - PC70280	\$ 43.56	\$ 914.76
9	2.00		Kimball. National. Etc. Interwoven. N86PD1TLPX MOMA 09130438 CFSE PBT_17 MHMC 466489_014 MOMA 09130438 MOMA 09130438 CUT-G38 405 AD 460 STD EKLUND, LOUNGE NOOK, LEFT, PRIVACY, CONTRAST MOMA = BACK UPHOLSTERY GRADE: MOMENTUM GRADE A 09130438 = BACK UPHOLSTERY PATTERN COLOR: CANTER INK CFSE = BACK ACCENT UPHOLSTERY GRADE: CF STINSON GRADE E PBT_17 = BACK ACNT UPH PATTERN COLOR: PEBBLE TRAIL HURON MHMC = EXTREME BACK UPH GRADE: MAHARAM	\$ 3,180.78	\$ 6,361.56



EM&N Marketing DBA Quality Office Environments  
 127 Main St, Geneseo, NY 14454  
 (585) 243-5835

QUOTATION & CONTRACT	
DATE	QUOTE #
01/09/25	QOE240131A
SALES REP	PAYMENT TERMS
Marcia Podhorecki	Net 30

ITEM #	QTY	IMAGE	PRODUCT	UNIT PRICE	EXT. PRICE
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GRADE C  
 466489\_014 = EXTREME BACK UPH PATTERN COLOR:  
 BLUFF PIRATE  
 MOMA = SEAT UPHOLSTERY GRADE: MOMENTUM  
 GRADE A  
 09130438 = SEAT UPHOLSTERY PATTERN COLOR:  
 CANTER INK  
 MOMA = ACCENT UPHOLSTERY GRADE: MOMENTUM  
 GRADE A  
 09130438 = ACCENT UPH PATTERN COLOR: CANTER  
 INK  
 CUT-G38 = GROMMET: CUTOUT-G38  
 405 = NO TABLET ARM  
 AD = LAMINATE COLOR: ALMOND  
 460 = LEG MATERIAL/FINISH: METAL,STORM  
 STD = GLIDE: STANDARD HARD GLIDE  
 -- TAG/LOCATION: S-04  
 -- CONTRACT: KIMBALL / NATIONAL - PC70226

10 2.00



Kimball. National. Etc. Interwoven.  
 N86PD1TRPX MOMA 09130438 CFSE PBT\_17 MHMC  
 466489\_014 MOMA 09130438 MOMA 09130438 CUT-G38  
 405 405 460 STD  
 EKLUND,LOUNGE NOOK,RIGHT,PRIVACY,CONTRAST  
 MOMA = BACK UPHOLSTERY GRADE: MOMENTUM  
 GRADE A  
 09130438 = BACK UPHOLSTERY PATTERN COLOR:  
 CANTER INK  
 CFSE = BACK ACCENT UPHOLSTERY GRADE: CF  
 STINSON GRADE E  
 PBT\_17 = BACK ACNT UPH PATTERN COLOR: PEBBLE  
 TRAIL HURON  
 MHMC = EXTREME BACK UPH GRADE: MAHARAM  
 GRADE C  
 466489\_014 = EXTREME BACK UPH PATTERN COLOR:  
 BLUFF PIRATE  
 MOMA = SEAT UPHOLSTERY GRADE: MOMENTUM  
 GRADE A  
 09130438 = SEAT UPHOLSTERY PATTERN COLOR:  
 CANTER INK  
 MOMA = ACCENT UPHOLSTERY GRADE: MOMENTUM  
 GRADE A  
 09130438 = ACCENT UPH PATTERN COLOR: CANTER  
 INK  
 CUT-G38 = GROMMET: CUTOUT-G38  
 405 = NO TABLET ARM  
 460 = LEG MATERIAL/FINISH: METAL,STORM  
 STD = GLIDE: STANDARD HARD GLIDE  
 -- TAG/LOCATION: S-04

\$ 3,155.36 \$ 6,310.72




EM&N Marketing DBA Quality Office Environments  
 127 Main St, Geneseo, NY 14454  
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QUOTATION & CONTRACT	
DATE	QUOTE #
01/09/25	QOE240131A
SALES REP	PAYMENT TERMS
Marcia Podhorecki	Net 30

ITEM #	QTY	IMAGE	PRODUCT	UNIT PRICE	EXT. PRICE
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-- CONTRACT: KIMBALL / NATIONAL - PC70226

11	4.00		Kimball. National. Etc. Interwoven. NACG38AELPGS Power /USB Grommet 108" long 3 prong power cord silver unit Features 1 power outlet and 1 USB (A+C) comboports Includes black 108" long 3-prong powercord Power outlet provides 15amps -- TAG/LOCATION: S-04 -- CONTRACT: KIMBALL / NATIONAL - PC70226	\$ 222.63	\$ 890.52
12	1.00		Turn Key Operations Trip Charge - Per Additional Trip -- CONTRACT: OPEN MARKET	\$ 2,995.00	\$ 2,995.00
13	1.00		Turn Key Operations Monthly Storage -- CONTRACT: OPEN MARKET	\$ 825.00	\$ 825.00

NOTES: DELIVERY & INSTALL: Receive, Deliver & Install, Make ready for use, Remove debris. Based on normal hours, one trip, no overtime, Floor mount 56 chairs.



EM&N Marketing DBA Quality Office Environments  
 127 Main St, Geneseo, NY 14454  
 (585) 243-5835

QUOTATION & CONTRACT	
DATE	QUOTE #
01/09/25	QOE240131A
SALES REP	PAYMENT TERMS
Marcia Podhorecki	Net 30

ITEM #	QTY	IMAGE	PRODUCT	UNIT PRICE	EXT. PRICE
--------	-----	-------	---------	------------	------------

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

X \_\_\_\_\_ Date 01/09/25  
 Marcia Podhorecki  
 Quality Office Environments

X \_\_\_\_\_ Date \_\_\_\_\_  
 Title \_\_\_\_\_  
 Albany International Airport

SUBTOTAL	\$129,533.48
FREIGHT	\$0.00
DELIVERY/SET-UP	\$22,500.00
SALES TAX (0%)	\$0.00
<b>TOTAL</b>	<b>\$152,033.48</b>
DEPOSIT REQUESTED	\$0.00
<b>BALANCE</b>	<b>\$152,033.48</b>

*updated* DECEMBER 17, 2024

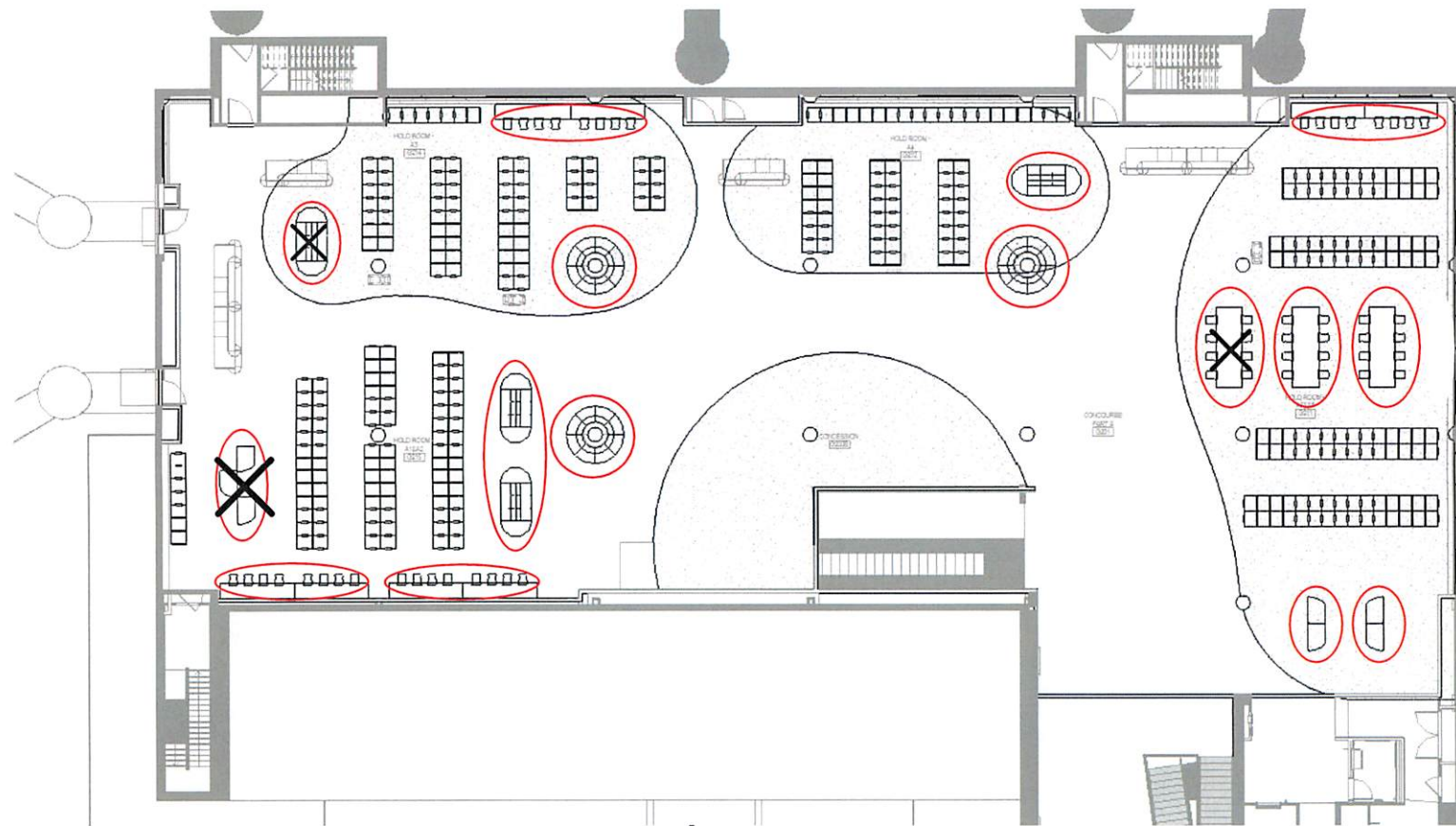


# **ALBANY AIRPORT TERMINAL A**

FURNITURE PROPOSAL







SUGGESTED FLOORPLAN





SUGGESTED RENDERINGS *Please Note: Renderings are for conceptual purposes only. Actual colors and textures may differ from final products. For accuracy of finishes, please refer to physical samples.*





SUGGESTED RENDERINGS *Please Note: Renderings are for conceptual purposes only. Actual colors and textures may differ from final products. For accuracy of finishes, please refer to physical samples.*





## SUGGESTED RENDERINGS

*Please Note: Renderings are for conceptual purposes only. Actual colors and textures may differ from final products. For accuracy of finishes, please refer to physical samples.*





## SUGGESTED RENDERINGS

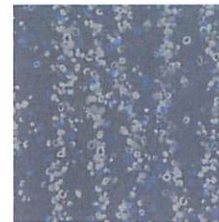
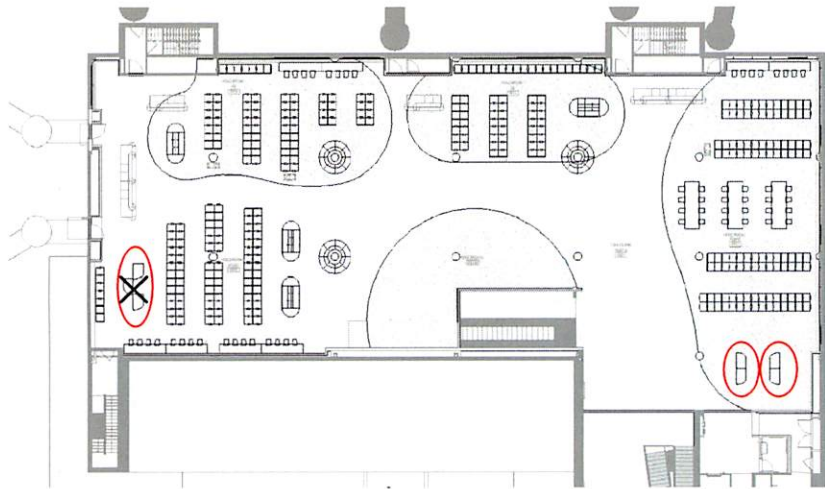
*Please Note: Renderings are for conceptual purposes only. Actual colors and textures may differ from final products. For accuracy of finishes, please refer to physical samples.*





SUGGESTED RENDERINGS *Please Note: Renderings are for conceptual purposes only. Actual colors and textures may differ from final products. For accuracy of finishes, please refer to physical samples.*





Upholstery: CF Stinson –  
Pebble Trail/Huron



Upholstery: Maharam –  
Bluff/Pirate



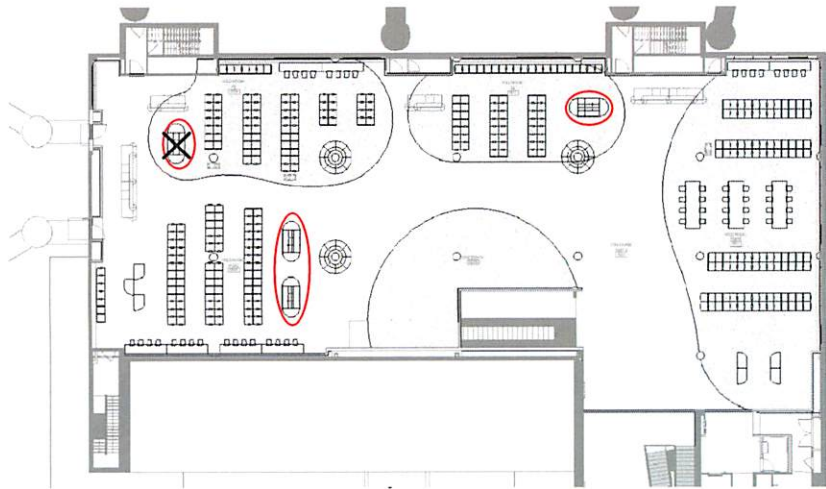
Upholstery: Momentum –  
Canter/Ink



Laminate: Almond

NATIONAL – EKLAND WORK POD (NO TABLET ARM)

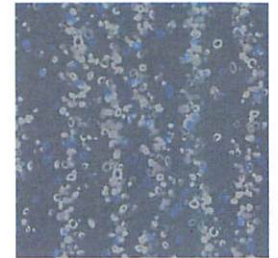




Metal:  
Chrome

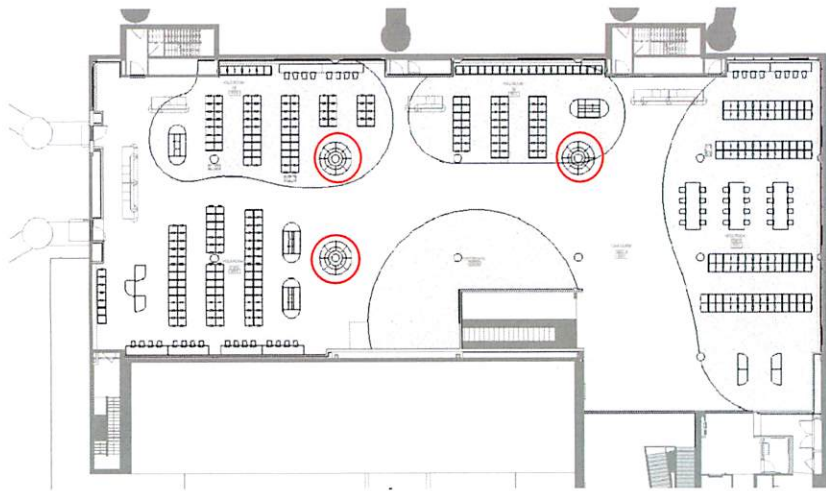


Seat Upholstery: Maharam –  
Bluff / Pirate



Back Upholstery: CF Stinson –  
Pebble Trail / Huron

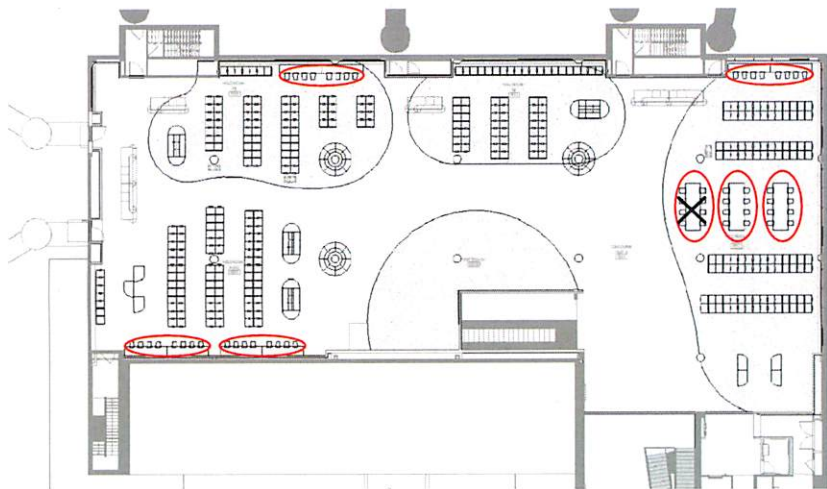




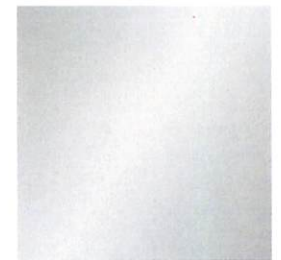
Metal: Textured Nickel



Seat Upholstery:  
Momentum - Canter/Ink



Wood Back:  
Ash



Metal:  
Brushed Aluminum

## **AGENDA ITEM NO. 10.2**

**Extension and addition of additional fees to contract S-1116 with Airport Rates and Charges Consultant (“Airport Consultant”), Frasca & Associates, LLC to provide negotiation and advisory services in support of the renegotiations of the Signatory Airline Use and Lease Agreement (“ULA”), PFC Applications (if any) and yearly rates & charges settlement with the Airlines.**

AGENDA ITEM NO: 10.2  
MEETING DATE: January 13, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT: FINANCE**

Contact Person: *Margaret Herrmann, Acting Chief Financial Officer  
Christine C. Quinn, Authority Counsel*

**PURPOSE OF REQUEST:**

*Extension and addition of additional fees to contract S-1116 with Airport Rates and Charges Consultant ("Airport Consultant"), Frasca & Associates, LLC to provide negotiation and advisory services in support of the renegotiations of the Signatory Airline Use and Lease Agreement ("ULA"), PFC Applications (if any) and yearly rates & charges settlement with the Airlines.*

**CONTRACT AMOUNT:**

Base Amount:	\$100,000.00
Amendment #1:	<u>\$ 75,000.00*</u>
Total	<u>\$175,000.00</u>

*\*Pending approval at this meeting.*

**JUSTIFICATION:**

*The Airport Consultant renders ULA negotiation and advisory services. The current ULA has an aggregate fee of \$100,000.00 with a term ending "continue in effect until completed".*

*Work done in the past two years includes financial consulting on PFC applications, ULA financial negotiations with the Airlines for the new ULA effective January 1, 2026 and the annual review of the rates & charges settlement with the airlines. The current fee of \$100,000.00 has been expended and additional fees of \$75,000.00 is expected until April 30, 2026 at which time a new RFP will be issued for an Airport Consultant.*

*The Airport master bond resolution requires that the Airport utilize the service of an "Airport Consultant" that meets the following definition: "Airport Consultant" means an independent person or firm or corporation (a) not under the control of the Authority or any airline or air carrier landing at the Airport on a routine basis, and (b) who shall have a widely known and favorable reputation for special skill, knowledge and experience in methods of the development, operation and management of airports of the approximate size and character as the proprieties constituting the Airport System.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 10.2  
MEETING DATE: January 13, 2025

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

**BACK-UP MATERIAL:**

*Amendment No. 1*

**AMENDMENT NO. 1 TO  
CONTRACT NO. S-22-1116**

**USE AND LEASE AGREEMENT CONSULTANT  
AT THE ALBANY INTERNATIONAL AIRPORT**

THIS AMENDMENT 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, Main Terminal, 3<sup>rd</sup> Floor, Albany, New York, 12211 and Frasca & Associates, LLC (the "Consultant"), having its office and principal place of business at 521 Madison Avenue, Seventh Floor, New York, New York 10022.

**R E C I T A L S**

1. The County of Albany (the "County") is the owner of the Albany County Airport (the "Airport"), located in the Town of Colonic, 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 12/31/2049, 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 AUTHORITY and Frasca & Associates, LLC entered into a Service Agreement (the "AGREEMENT"), dated September 28, 2022, for Use and Lease Agreement Consultant at the Albany International Airport.

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

A. Article 1, of the AGREEMENT, entitled SERVICES TO BE PERFORMED, is amended as follows:

The term of this AGREEMENT will be extended until April 30, 2026.

B. Article III, of the AGREEMENT, entitled FEES are as follows:

For the services described in Schedule "A", there is a Total Fee Amount, of not to exceed \$75,000.00. The total obligation for this Agreement is increased from \$100,000.00 to \$175,000.00.

C. Except as specifically amended herein, the terms and conditions of the AGREEMENT remain unchanged.

**ALBANY COUNTY AIRPORT AUTHORITY**

BY: \_\_\_\_\_  
**Samuel A. Fresina, Chairman**  
Or  
**Peter F. Stuto, Esq., Acting Chief Executive Officer**

**FRASCA & ASSOCIATES, LLC**

BY: \_\_\_\_\_  
NAME:  
TITLE:

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

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally 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 January 13, 2025; and that he signed his name thereto by like authorization.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared **PETER F. STUTO, 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 Acting 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 January 13, 2025; and that he signed his name thereto by like authorization.

\_\_\_\_\_  
Notary Public

STATE OF                                )  
  ) ss.:  
COUNTY OF                            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides in County, that he/she is the \_\_\_\_\_ of **Frasca & Associates**, the LLC described in, and which executed the within instrument; and that he/she signed his/her name thereto by order of the LLC.

\_\_\_\_\_  
Notary Public



## **SCHEDULE "A"**

### **SCOPE OF SERVICES**

The Consultant(s) scope of service for the ULA includes the successful completion of the following primary objectives:

- A. On behalf of ALB, develop, draft, and prepare financial models, term sheets and other documents relevant and related to the ULA and the negotiation of the ULA with the Airlines, which includes, but are not limited to, the following:
  - 1. Development of ALB's strategy and plan for the negotiation of the ULA and any associated ancillary agreements.
  - 2. Establishment of a pre-approved ALB Capital Plan which will be included as an integral part of the lease.
  - 3. Assist in the development, drafting and preparation of key provisions, terms and conditions for the ULA.
  
- B. Consultant(s) are required to have the knowledge and expertise to meet the following objectives:
  - 1. Creation of a financial plan and terminal leasing program that will meet the objectives of ALB's strategic business plan, reflect current "state of the art" business strategies and outline a preferred terminal ratemaking methodology.
  - 2. Draft key provisions as may be required or desired for the ULA and other appropriate legal documents that are tailored to meet the objectives and goals of ALB's strategic plan.
  - 3. Coordinate with ALB Staff and counsel on the integration of all required local, state and federal, laws, statutes, rules and regulations and other pertinent provisions, including, but no limited to, provisions covering environmental, indemnification, audit, default and remedies, and insurance requirements.
  - 4. Propose, evaluate and make recommendations for facility use provisions, including, but not limited to, provisions for minimum gate usage requirements, preferential use, common use facilities, shared facilities, utilization standards, access and accommodation provisions, rebalancing of terminal provisions and ability to modify, reconfigure, reassign, reallocate, and shared use of terminal facilities.
  - 5. Financial analysis, cost benefit analysis and sensitivity analysis for various leasing and rate methodology models, (e.g. Compensatory, residual, hybrid, etc.) reflection impacts on ALB and airlines.
  - 6. Rates and charges modeling impacts to the Airlines (individually, as well as collectively).
  - 7. Preparation of various presentations related to the ULA negotiations and rate modeling to be presented to the Airlines.

8. At ALB's request and direction, be able to participate in direct negotiations with the Airlines.
9. Take, keep, coordinate, review, distribute, and maintain meeting minutes of all ALB and Airlines ULA negotiation meetings and other ALB internal meetings that Consultant(s) participate in related to the ULA.
10. Review and make recommendations regarding nonairline lease agreements and permits, including current revenue producing activities such as non airline terminal tenants, ground and facility leases, contracts related to parking and ground transportation providers, concession arrangements, cargo operations, fueling and ground handling agreements and other permits for ALB users.
11. Identify and review industry best practices which support ALB's strategic business plan.
12. Provide airport comparative information for rate making methodologies, gate use and cost per enplaned passenger data.
13. In conjunction with ALB Staff, establish the preferred airline rates and Charges.
14. Methodology to reflect terminal facility use, facility control and financial objectives of ALB, including identifying goals with respect to the ability to retain control of facilities and flexibility in the utilization of areas used by Airlines (ticket counters, gates, support space, etc.).
15. Evaluate the current cost centers and determine the preferred cost center designation and allocation of revenues and costs as components of the terminal, including, but not limited to, allocation of maintenance and operations costs and debt service.
16. Integration of costs and operating protocols of multi user terminal systems into a new Terminal Operations Manual.
17. Provide comparison information for appropriate airlines in regards to rate making methodologies, gate use and cost per enplaned passenger data.
18. Identify the pros and cons of various ratemaking methodologies, including, but not limited to, financial models, impacts to the financial capacity of ALB, Airline costs per enplaned passenger, fees for other ALB tenant groups, impacts to ALB controlled facilities, and other detrimental and beneficial impacts to ALB.
19. Analyze current revenue-producing activities, including ground transportation, public parking, and airport concessions, including recommendations and comparison with comparable airports.
20. Assist in the preparation of projections of future airline rates and charges, cash flow, and debt service coverage impacts associated with the undertaking of a planned Capital Improvement Program.
21. Work with ALB to identify, define, and categorize terminal space in support of calculation of rates and charges.
22. Assist in the preparation of initial PFC impose and use applications and amendments to existing PFC applications based on changes in ALB's capital plans as circumstance may require in accordance with the

requirements of Title 14 of the Code of Federal Regulations 158. Provided assistance in gathering the necessary project, financial, and statistical information; preparing the required airline consultation notice; assisting as needed in the consultation meeting and ensure that all procedural requirements are met; preparing the application and with assistance from ALB, preparing the response to air carrier comments; and assisting I providing the completed application to ALB.

23. Develop or review key financial and operational performance indicators for ALB; assist in benchmarking ALB performance against their peers.
24. Prepare process reviews, analyze best practices and provide gap analyses for ALB business and operational functions on an as-needed basis.
25. Assist in the preparation of airline competition plan updates pursuant to the provisions of AIR-21 enacted in April 2000, as required for new leases.
26. Be able to provide special studies as requested by ALB. Examples of potential areas for special studies could be related to financial projects, air traffic forecasts/updates, concessions analyses, revenue policies, gate use policies or other related types of airport and financial management topics.
27. Review and consult on the Air Service Incentive Program.



# FRASCA & ASSOCIATES, LLC

521 MADISON AVENUE, SEVENTH FLOOR  
NEW YORK, NY 10022

TEL: 212 355-4050

## Hourly Rate Schedule

Title	Professionals	Rate
Principal	Cushine	\$375
Managing Director	Bean, Shanahan	\$350
Director	Richardson, Townsend	\$300
Senior Associate	--	\$200
Associate	--	\$150
Administrative	--	No Charge

**AGENDA ITEM NO. 10.3**

**Adoption of the ACAA Title VI Plan as  
required by FAA Grant Assurances.**

AGENDA ITEM NO: 10.3  
MEETING DATE: January 13, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Administration/Legal Department*

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

**PURPOSE OF REQUEST:** *Adoption of the ACAA Title VI Plan as required by FAA Grant Assurances.*

**CONTRACT AMOUNT:**

Total Contract Amount: N/A

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes \_\_\_ No \_\_\_ NA ✓

**JUSTIFICATION:**

*As an airport sponsor that accepts funds from FAA-administered airport financial assistance programs, the ACAA must agree to certain obligations. These obligations, also referred to as Grant Assurances require the ACAA to maintain and operate the airport safely and efficiently in accordance with certain conditions. The Title VI Policy ensures awareness of nondiscrimination authorities such as Title VI of the Civil Rights Act of 1964, Airport Airway Improvement Act of 1982 and related regulation, orders, and policies. Additionally it defines protected bases, describes administrative requirements and obligations and provides guidance for employees and tenants.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**SUBJECT TO APPROVAL COUNSEL:** YES ✓

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

1) *Title VI Policy*

## **1. Title VI Policy Statement<sup>1</sup>**

**Albany County Airport Authority (ACAA)** assures that no person shall on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex (including sexual orientation and gender identity), creed, or age, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), Section 520 of the Airport and Airway Improvement Act of 1982, and related authorities (hereafter, “Title VI and related requirements”), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives U.S. Department of Transportation (DOT) funding. Title VI also prohibits retaliation for asserting or otherwise participating in claims of discrimination.

**ACAA** further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs are federally funded or not. The Airport Sponsor agrees, among other things, to understand the communities surrounding or in the flight path, as well as customers that use the airport. Anytime communities may be impacted by programs or activities the **ACAA** will take action to involve their leaders and the general public in the decision making process. Awards of contracting, concessionaires and leases are made without regard for race, color, national origin, sex or creed.

**ACAA** requires Title VI assurances, as prescribed by FAA, from each tenant, contractor, and concessionaire providing an activity, service, or facility at the airport under lease, contract or franchise from the airport. **ACAA** also requires that such tenants, contractors and concessionaires require Title VI assurances of their subcontractors.

Elizabeth Charland, available at 518-242-2222 and lcharland@albanyairport.com is responsible for overseeing the **ACAA**’s compliance with Title VI and the point of contact for all airport Title VI matters and related responsibilities, including those required by 49 CFR Part 21.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
**Effective Date**

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
**3-Year Expiration Date**

\_\_\_\_\_  
<sup>1</sup> This policy statement will be translated into languages other than English, upon request and based on patron and local language demographics.

## 2. Administration

The ACAA Board has reviewed and adopted this Title VI Plan for ACAA. This plan will be updated no less than once every 3 years. The plan will not be re-adopted following minor changes, such as updating the Chief Executive Officer or Coordinator’s name. Significant revisions to our policies or federal guidelines may warrant re-adoption by the ACAA Board and resubmittal to FAA. This plan will not be re-adopted following minor changes, such as updating

In addition to the Coordinator and ACAA’s leadership, the following people also assist with our Title VI program requirements:

<b>Staff Supporting Title VI Program</b>	<b>Airport Sponsor Program / Office</b>
<i>Jenn Munger</i>	<i>Paralegal/Law</i>
	<i>Airport Planner</i>
<i>Helen Chadderdon</i>	<i>Concessions</i>

ACAA has the following airport program sub-recipients: None

As of the date of this plan, ACAA has the following pending applications for Federal financial assistance:

<b>Federal Source</b>	<b>Grant Number</b>	<b>Amount Requested</b>	<b>ACAA Project</b>
<i>FAA AIP Funding</i>	<i>Pending</i>	<i>\$12,572,000</i>	<i>Runway 01-19 Rehab/Lighting Upgrades &amp; South Perimeter Road Construction</i>
<i>FAA BIL-ATP Funding</i>	<i>Pending</i>	<i>\$10,600,000</i>	<i>Concourse A Modernization and Enhancement</i>
<i>FAA BIL-AIG Funding</i>	<i>Pending</i>	<i>\$1,686,250</i>	<i>Terminal Checkpoint Expansion: Bid package 1 Elevators &amp; Escalators</i>

In addition, ACAA’s sub-recipients have the following pending applications for Federal financial assistance (either directly from the FAA, or passed through the State DOT): None

Updated information for pending and awarded grant applications will be available through the following methods:

<b>Federal Source</b>	<b>Grant Award Information Available at:</b>
<i>US Department of Homeland Security, including all child agencies</i>	<a href="http://www.DHSgrantinfo.gov">www.DHSgrantinfo.gov</a> <a href="https://www.albanyairport.com/airport-authority">https://www.albanyairport.com/airport-authority</a>
<i>US Department of Transportation, including all child agencies</i>	<a href="https://www.transportation.gov/grants">https://www.transportation.gov/grants</a> <a href="https://www.albanyairport.com/airport-authority">https://www.albanyairport.com/airport-authority</a>



### **3. Grant and Procurement Assurances**

49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b)

ACAA will complete standard grant assurances for Title VI and related requirements, in the form prescribed by FAA. See [https://www.faa.gov/airports/aip/grant\\_assurances/#current-assurances](https://www.faa.gov/airports/aip/grant_assurances/#current-assurances).

#### **Clauses/Covenants**

- a. All contracts, leases, deeds, licenses, permits, and other similar instruments, must contain the contractual requirements and clauses, in the form prescribed by FAA. See [https://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/](https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/). Note that unlike many other clauses, Civil Rights clauses are required in all contracts. Note also special clauses that are required for certain types of contracts, such as land acquisition.
- b. ACAA requires, Civil Rights clauses (Collectively, “Required Clauses”) to be included in solicitations and contracts for all subcontractors, subleases, and any other agreements.

ACAA General Counsel and, from time to time, outside legal counsel, advises all divisions of ACAA on its solicitation for bids, Requests for Proposals for work or material, subject to these Assurances, and in all proposals for agreements, including airport concessions (“Solicitations”); and ACAA General Counsel and, from time to time, outside legal counsel drafts all agreements, contracts, covenants, deeds, leases, licenses, permits, and similar instruments (“Contracts”) to which ACAA is a party as owner, lessor, concessionaire, grantor, or licensing or permitting authority.

ACAA’s Procurement and Legal Divisions, which processes all Solicitations, establishes the administrative requirements applicable to a Solicitation or Contract, and determines whether a bidder or contractor has met the administrative requirements to contract with ACAA. Accordingly, ACAA has drafted a directive that such Required Clauses be included, inserted and incorporated as a standard provision in all future such Solicitations and Contracts.

#### **Description of Oversight Methods for Subcontracts**

*ACAA Procurement and Legal Divisions will randomly select three contracts per year and review the subcontracts awarded in the last year that are under the scopes of those primary contracts to ascertain compliance with all of the above stated requirements and clauses.*

## **4. Title VI Coordinator Responsibilities**

The Coordinator is responsible for ensuring that they and other staff supporting the Title VI are trained in Title VI requirements. Essential training topics include:

- Basic Title VI requirements
- Airport language assistance resources and practices
- Collecting and assessing demographic data
- Reporting Title VI complaints and other required FAA notifications.

See Training Section for more information for expected training for all staff.

Among other responsibilities, the Coordinator:

- Proactively ensures that the Airport Sponsor is in compliance with nondiscrimination requirements of Title VI and reports to **ACAA** leadership on the status of Title VI compliances.
- Responds promptly to requests by FAA for data and records and for the scheduling of compliance reviews and other FAA meetings to determine compliance with Title VI and related requirements.
- Receives discrimination complaints covered by Title VI and related requirements, and forwards them to the FAA, within 15 days of receipt, together with any actions taken to resolve the matter.
- Provides the FAA with updates regarding its response and status of early resolution efforts to complaints concerning Title VI and related requirements (49 CFR Part 21, Appendix C(b)(3)), including resolution efforts.
- Annually reviews the airport's Title VI plan and disseminates information throughout staff and the Airport Sponsor's leadership.
- Coordinates data collection to evaluate whether racial or ethnic groups are unequally benefited or impacted by airport programs. The data will be regularly assessed and readily available upon request (49 CFR § 21.9(b) & (c)). Data collection methods will include optional demographic questions in: airport customer satisfaction surveys, customer complaints, airport event sign-in sheets, and bids/proposals for airport contracts, and other methods described in the airport Community Participation Plan (CPP).
- Maintains demographic data for members of appointed planning and advisory bodies for the airport. Identifies any disparities compared to the community. Provides information to the membership selecting official/committee, particularly when vacancies occur.
- Maintains a copy of 49 CFR Part 21 for inspection by any person asking for it during normal working hours (49 CFR 21, Appendix C (b)(2)(i)).

See Notice, Compliance reviews, Audits, Lawsuits, and Other Investigations, and Complaints Sections of this Plan.

The Coordinator has requested and received access to the Title VI portion of the FAA Civil Rights Connect System (<https://faa.civilrightsconnect.com/>).

## 5. Notice

49 CFR Part 21 Appendix C(b)(2)(ii)

ACAA will conspicuously display the FAA-provided Unlawful Discrimination Poster in all public areas on airport property, including those with pedestrian activity. The Coordinator ensures that these posters are visible, accessible,<sup>2</sup> and maintained. The poster template is available at

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/acr/com\\_civ\\_support/non\\_disc\\_pr/](https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_disc_pr/) and a completed copy is attached. See Section 15 Appendix.

ACAA has posted the above Title VI policy statement at its staff offices.

ACAA will distribute this Title VI Plan among its employees and airport contractors, concessionaires, lessees, and tenants. This plan will be distributed by \_\_\_\_\_ by electronic mail and at our tenants meeting.

Posters are displayed in the terminal and other areas on airport property, including the following public locations:

<b>Terminal/FBO/Concessions/ Other Locations</b>	<b>Quantity in Pre-Security Area</b>	<b>Quantity in Post-Security Area</b>	<b>Additional Quantities</b>
<i>Vestibules for ingress &amp; egress</i>	8		
<i>Information Desk</i>	1	1	
<i>Business Center</i>		1	
<i>ACAA Administrative Offices</i>	1		
<i>Gift Shop Concession Locations</i>		3	
<i>Fixed-Base Operator – Millionair</i>	1	2	

### Outreach to Affected Communities

ACAA Administrative Services ensures that notices for public meetings reach all segments of the impacted community. The Title VI coordinator will help identify effective media platforms to share announcement and notices. Announcements are made on social media, print news, press release, emails to partners to share or directly to interested parties and announcements at community events. Administrative Services in conjunction with ACAA groups leading a given project, contacts leaders and representatives in Affected Communities directly to confirm effective media platforms to reach all Affected Communities<sup>3</sup> and provide important feedback on

<sup>2</sup> For more information about website accessibility, please visit ADA.gov.

<sup>3</sup> We will not subject any persons to discrimination based on race, color, national origin, age, sex, or creed. The term “protected communities” is used within this Title VI Plan to highlight the requirements of Title VI, 49 U.S.C. § 47123, the Age Discrimination Act of 1975, and in some instances, includes low-income populations under Executive Order 12898.

translated materials. The office maintains records of all such notices and the efforts made to reach each of the Affected Communities.

ACAA will create a detailed Community Participation Plan by September 16, 2024. A copy of the plan will be available at <https://www.albanyairport.com/airport-authority>.

To ensure that the community is effectively informed of and able to participate in public hearings, ACAA Administrative Services includes public notices translated into appropriate languages, including for any language spoken by a significant number or proportion of the Affected Community population that has limited English proficiency (LEP). Such social media postings and notices will include direction for obtaining an interpreter, free of charge, for public hearings. 28 CFR § 42.405(d). See Limited English Proficiency (LEP) Section.

## 6. Community Statistics

Title VI regulations require Federal grant recipients to know their community demographics. See 49 CFR § 21.9(b). By knowing this information, the ACAA will be able to identify, understand, and engage with communities. In doing so, the ACAA needs to know about communities eligible to be served, actually or potentially affected, benefited or burdened by ACAA’s airport program.

<b>Affected Communities<sup>4</sup></b>	<b>Population</b>
<i>City of Albany</i>	99,224
<i>Town of Berne</i>	2,689
<i>Town of Bethlehem</i>	35,034
<i>Town of Coeymans</i>	7,256
<i>City of Cohoes</i>	18,147
<i>Town of Colonie</i>	85,590
<i>Town of Green Island</i>	2,934
<i>Town of Guilderland</i>	36,848
<i>Town of Knox</i>	2,635
<i>Town of New Scotland</i>	9,096
<i>Town of Rensselaerville</i>	1,826
<i>City of Watervliet</i>	10,375
<i>Town of Westerlo</i>	3,194

(Hereafter, the above communities will be referred to collectively as “the Affected Communities”).

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<sup>4</sup> “Affected communities” means any readily identifiable group potentially impacted by an airport project or operation, such as the community immediately surrounding a project or a community in the flight path.

We have identified the following facts about the Affected Communities:

**Low Income Communities<sup>5</sup>**

A low-income area is an identifiable group of persons living in geographic proximity, whose median household income is at or below the Department of Health and Human Services poverty guidelines. Pursuant to Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” ACAA is collecting information about affected and potentially affected low-income communities. According to *Census Report, S1701: Poverty Status in the Past 12 Months*, the overall poverty level for Albany County is approximately 14.8%. The poverty rate remains similar compared with the rest of the State of New York (14.3%). The poverty rates for the specific Affected Communities are as follows

<b>Affected Communities</b>	<b>Poverty Rate</b>
<i>City of Albany</i>	30.3%
<i>Town of Berne</i>	4.4%
<i>Town of Bethlehem</i>	4.5%
<i>Town of Coeymans</i>	9.3%
<i>City of Cohoes</i>	19.6%
<i>Town of Colonie</i>	8%
<i>Town of Green Island</i>	26%
<i>Town of Guilderland</i>	5.2%
<i>Town of Knox</i>	5.2%
<i>Town of New Scotland</i>	6.5%
<i>Town of Rensselaerville</i>	4.7%
<i>City of Watervliet</i>	20.2%
<i>Town of Westerlo</i>	5.1%

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<sup>5</sup> Low-income data must be collected to assist in our compliance with Environmental Justice requirements (not Title VI requirements). For example, this data will be utilized in our Community Participation Plan (CPP) to help ensure the meaningful involvement of low income communities in airport programs and activities.

Racial and Ethnic Communities.

Demographic data for race, color, and national origin was evaluated to identify racial and ethnic communities and populations in each Affected Community. The demographic composition by race, color, or national origin for the specific Affected Communities are as follows<sup>6</sup>:

**Affected Community:** City of Albany  
**Total Affected Community Population:** 99,224

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	46,391	47%
<i>Black or African American</i>	31,023	31%
<i>American Indian or Alaska Native</i>	436	0.44%
<i>Asian</i>	7,993	8%
<i>Native Hawaiian or Other Pacific Islander</i>	77	0.08%
<i>Hispanic or Latino</i>	11,541	12%
<i>More than one</i>	7,893	8%
<i>Some Other Race</i>	5,411	5%

**Affected Community:** Town of Berne  
**Total Affected Community Population:** 2,689

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	2,468	92%
<i>Black or African American</i>	13	0.48%
<i>American Indian or Alaska Native</i>	4	0.15%
<i>Asian</i>	10	0.37%
<i>Native Hawaiian or Other Pacific Islander</i>	2	0.07%
<i>Hispanic or Latino</i>	51	1.9%
<i>More than one</i>	183	6.81%
<i>Some Other Race</i>	9	0.33%

<sup>6</sup> Recommend using demographic groups from the U.S. Census.

**Affected Community: Town of Bethlehem**  
**Total Affected Community Population: 35,034**

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	26,757	76%
<i>Black or African American</i>	1,026	3%
<i>American Indian or Alaska Native</i>	54	0.15%
<i>Asian</i>	1,690	5%
<i>Native Hawaiian or Other Pacific Islander</i>	9	0.03%
<i>Hispanic or Latino</i>	1,395	4%
<i>More than one</i>	2,072	6%
<i>Some Other Race</i>	426	1%

**Affected Community: Town Coeymans**  
**Total Affected Community Population: 7,256**

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	6,210	86%
<i>Black or African American</i>	271	4%
<i>American Indian or Alaska Native</i>	10	0.14%
<i>Asian</i>	63	1%
<i>Native Hawaiian or Other Pacific Islander</i>	0	0%
<i>Hispanic or Latino</i>	381	5%
<i>More than one</i>	545	8%
<i>Some Other Race</i>	157	2%

**Affected Community:** City of Cohoes  
**Total Affected Community Population:** 18,147

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	14,327	79%
<i>Black or African American</i>	1507	8%
<i>American Indian or Alaska Native</i>	51	0.28%
<i>Asian</i>	423	2%
<i>Native Hawaiian or Other Pacific Islander</i>	2	.01%
<i>Hispanic or Latino</i>	1093	6%
<i>More than one</i>	1,458	8%
<i>Some Other Race</i>	379	2%

**Affected Community:** Town of Colonie  
**Total Affected Community Population:** 85,590

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	63,547	74%
<i>Black or African American</i>	5,887	7%
<i>American Indian or Alaska Native</i>	176	0.21%
<i>Asian</i>	9340	11%
<i>Native Hawaiian or Other Pacific Islander</i>	23	0.03%
<i>Hispanic or Latino</i>	4,004	5%
<i>More than one</i>	5,190	6%
<i>Some Other Race</i>	1,427	2%



**Affected Community: Town of Green Island**  
**Total Affected Community Population: 2,934**

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	2155	73%
<i>Black or African American</i>	228	8%
<i>American Indian or Alaska Native</i>	16	1%
<i>Asian</i>	196	7%
<i>Native Hawaiian or Other Pacific Islander</i>	0	0%
<i>Hispanic or Latino</i>	137	5%
<i>More than one</i>	290	10%
<i>Some Other Race</i>	49	2%

**Affected Community: Town of Guilderland**  
**Total Affected Community Population: 36,848**

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	28,520	77%
<i>Black or African American</i>	1,500	4%
<i>American Indian or Alaska Native</i>	40	0.11%
<i>Asian</i>	4,050	11%
<i>Native Hawaiian or Other Pacific Islander</i>	69	0.19%
<i>Hispanic or Latino</i>	1,685	5%
<i>More than one</i>	2,120	6%
<i>Some Other Race</i>	549	1%

**Affected Community: Town of Knox**  
**Total Affected Community Population: 2,635**

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	2,398	91%
<i>Black or African American</i>	14	0.53%
<i>American Indian or Alaska Native</i>	6	0.23%
<i>Asian</i>	24	1%
<i>Native Hawaiian or Other Pacific Islander</i>	0	0%
<i>Hispanic or Latino</i>	59	2%
<i>More than one</i>	179	7%
<i>Some Other Race</i>	14	1%

**Affected Community: Town of New Scotland**  
**Total Affected Community Population: 9,096**

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	8,242	91%
<i>Black or African American</i>	78	1%
<i>American Indian or Alaska Native</i>	14	0.15%
<i>Asian</i>	144	2%
<i>Native Hawaiian or Other Pacific Islander</i>	0	0%
<i>Hispanic or Latino</i>	271	3%
<i>More than one</i>	543	6%
<i>Some Other Race</i>	75	1%

**Affected Community: Town of Rensselaerville**  
**Total Affected Community Population: 1,826**

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	1,700	93%
<i>Black or African American</i>	18	1%
<i>American Indian or Alaska Native</i>	0	0%
<i>Asian</i>	12	1%
<i>Native Hawaiian or Other Pacific Islander</i>	0	0%
<i>Hispanic or Latino</i>	45	2%
<i>More than one</i>	82	4%
<i>Some Other Race</i>	14	1%

**Affected Community: City of Watervliet**  
**Total Affected Community Population: 10,375**

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	6,781	65%
<i>Black or African American</i>	1,632	16%
<i>American Indian or Alaska Native</i>	33	0.32%
<i>Asian</i>	522	5%
<i>Native Hawaiian or Other Pacific Islander</i>	1	0.01%
<i>Hispanic or Latino</i>	863	8%
<i>More than one</i>	1,056	10%
<i>Some Other Race</i>	350	3%

**Affected Community: Town of Westerlo**  
**Total Affected Community Population: 3,194**

<b>Demographic Group within Affected Community</b>	<b>Number of People in Minority Group</b>	<b>Percent of Total Affected Community Population</b>
<i>White</i>	3,000	94%
<i>Black or African American</i>	9	0.28%
<i>American Indian or Alaska Native</i>	5	0.16%
<i>Asian</i>	6	0.19%
<i>Native Hawaiian or Other Pacific Islander</i>	0	0%
<i>Hispanic or Latino</i>	70	2%
<i>More than one</i>	161	5%
<i>Some Other Race</i>	13	0.41%

**Limited English Proficiency (LEP).**

The goal of all language access planning and implementation is to ensure that ACAA communicates effectively with limited English proficient (LEP) individuals. Effective language access requires self-assessment and planning. The next table lists non-English languages<sup>7</sup> that are spoken in LEP households in the Affected Communities. The data source is from the American Community Survey for Albany County.

The threshold we have used for identifying the languages with significant LEP populations is the DOT LEP Policy Guidance safe harbor threshold, which is 5% or 1,000, whichever is less.<sup>8</sup> The safe harbor for our community is 1,000. Please refer to the end of this document to find data for all languages in our community.

<sup>7</sup> Recommend using language groups from the U.S. Census, and using data for the “Speak English less than ‘very well’” category for each language over the threshold.

<sup>8</sup> See the DOT LEP Policy Guidance at <https://www.federalregister.gov/d/05-23972/p-133>. The safe harbor provisions apply to the translation of written documents only; however, it provides a consistent starting point for identifying significant LEP populations.

<b>Languages Spoken by LEP Population that Meet the Safe Harbor Threshold</b>	<b>Number</b>	<b>Margin of Error</b>
<i>Spanish</i>	9,091	+/-686
<i>Italian</i>	1,703	+/-263
<i>Polish</i>	1,042	+/-362
<i>Hindi</i>	1,241	+/-356
<i>Urdu</i>	1,600	+/-445
<i>Other Indic languages</i>	1,295	+/-393
<i>Other Indo-European languages</i>	1,206	+/-493
<i>Chinese</i>	3,574	+/-618
<i>Other Asian Languages</i>	2,402	+/-609
<i>Arabic</i>	1,151	+/-479

Frequency of contact with LEP individuals at the airport and airport-related activities (all languages):

<b>Languages Spoken by LEP Persons</b>	<b>A few times a year (12 or less days a year)</b>	<b>Several times a month (13 to 51 days a year)</b>	<b>At least once a week (52 to 364 days a year)</b>	<b>Every day (365 days a year)</b>
<i>Spanish</i>				<i>X</i>
<i>Italian</i>	<i>X</i>			
<i>Polish</i>	<i>X</i>			
<i>Hindi</i>	<i>X</i>			
<i>Urdu</i>	<i>X</i>			
<i>Other Indo languages</i>	<i>X</i>			
<i>Other Indo-European languages</i>	<i>X</i>			
<i>Chinese</i>		<i>X</i>		
<i>Other Asian languages</i>	<i>X</i>			
<i>Arabic</i>	<i>X</i>			

Additional languages spoken by significant numbers of LEP persons in the Affected Communities, local schools, emergency service providers, and others: The languages indicated in the table above represent the predominant languages most spoken by LEP populations in the Albany County region. ACAA continuously monitors data from its service providers to ensure language provision needs are met. For example ACAA contracts with the Albany County Convention and Visitors Bureau to operate our guest services information desk where they gather data on language requests and currency requests. Additionally, ACAA participates in the Airports Council International (ACI) Airport Service Quality (ASQ) Survey for departing passengers.

### Beneficiary Diversity.

Demographic information is collected from airport customers, attendees at community meetings, and businesses seeking opportunities at the airport, through voluntary disclosures.

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#### **Description of Beneficiary Demographic Information Collection Methods**

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- *ACAA management conducts quarterly surveys using the ACI ASQ Survey of airport guests. Airport guests rate airport services in areas of each journey touchpoint.*
  - *Arrival at Airport: Ease of getting to the airport, Signage to access the terminal and VFM transport.*
  - *Check-In: Ease of finding check-in area, waiting time during check-in and courtesy/helpfulness of check-in staff.*
  - *Security and Screening: Ease in security screening, waiting time in security screening and courtesy/helpfulness of security staff.*
  - *Border/Passport Control: waiting time and courtesy/helpfulness of passport control staff.*
  - *Shopping/Dining: Restaurants/bars/café's/Shops availability, VFM and courtesy/helpfulness dining and shop staff.*
  - *Gate Areas: Comfort of waiting and availability of seats in gate areas.*
  - *Throughout the Airport: ease of finding way, availability of flight info, walking distance inside terminal, ease of making connection, courtesy/helpfulness of airport staff, Wi-Fi service quality, availability of charging station, entertainment and leisure options and availability/cleanliness of washrooms.*
  - *Airport Atmosphere: Health safety, cleanliness and ambiance.*
  - *The survey includes a voluntary request for demographic information.*
- **ACAA monitors compliance with contractor and subcontractor participation goals. Accordingly, ACAA adheres to and collects demographic information as part of business enterprise programs. Those include the Federal Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE). Additionally, ACAA adheres to and collects demographic information as a part of New York State Minority and Women-Owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB)**
- *Participants at small business workshops, pre-bid meetings, bid submissions and other public meetings are asked to complete an anonymous survey that includes demographic information.*

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### Staff and Advisory Board Diversity.

Demographic information is collected from airport program employees and members of planning and advisory boards, through voluntary disclosures.

**Description of Employee and Advisory Board Demographic Information Collection Methods**

- *During the hiring process, ACAA job applicants and employees are asked to submit voluntary confidential demographic information.*
- *During the hiring process, AvPorts (Airport Management Contract) job applicants and employees are asked to submit voluntary confidential demographic information.*
- *During the hiring process, Million Air (FBO Management Contract) employees are asked to submit voluntary confidential demographic information.*
- *During the appointment and confirmation process, ACAA Board members are asked to submit voluntary confidential demographic information.*

**7. Potential or Known Community Impacts**

Projects or services receiving federal financial assistance have the potential to touch so many aspects of American life. Thus, in general, no ACAA activity must have a discriminatory disparate impact on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age. This means that policies or procedures that have a disparate impact would require a well-documented substantial legitimate nondiscriminatory justification, summarized below. Impacts to protected communities must be avoided or minimized to the extent possible. No project with a discriminatory impact on protected communities will be undertaken.<sup>9</sup>

The following airport facilities are already in use or under construction and expected to be in use within the next 3 years: See attached Airport Layout Plan (ALP) for existing airport facilities.

<b>Existing Airport Facilities</b>	<b>Affected Community Impacted by Operation of the Facility</b>
<i>Properties on Airport Layout Plan</i>	<i>None</i>

The following airport facility projects (including all alternatives) are in construction or expected to be in construction within the next 3 years:

<b>Airport Facility Construction Projects</b>	<b>Affected Community Impacted by Construction of the Facility</b>
<i>Runway 01-19 Rehabilitation/Lighting Upgrades &amp; Southside Perimeter Road Construction</i>	<i>None</i>
<i>Concourse A Modernization and Enhancement</i>	<i>None</i>
<i>Air Traffic Control Tower Rehabilitation</i>	<i>None</i>
<i>Main Terminal/North Garage Elevator Rehabilitation</i>	<i>None</i>
<i>Terminal Checkpoint Expansion Project</i>	<i>None</i>

<sup>9</sup> In order to carry out an alternative with a discriminatory impact, the airport sponsor must demonstrate that there was a substantial legitimate justification for the decision. The sponsor must also show that alternatives with less discriminatory impacts were meaningfully considered and rejected for legitimate reasons.

We have analyzed the above existing facilities and facility construction projects for disparate impacts on the basis of race, color, or national origin (including LEP) in Affected Communities. The following have disparate impacts: None

**8. Limited English Proficiency (LEP)**  
Executive Order 13166

In creating a Language Assistance Plan, the ACAA will consider the volume, proportion, or frequency of contact with LEP persons in determining the appropriate language assistance to provide.

In Community Statistics section, we identified the following languages spoken by LEP persons in Affected Communities:

<b>Language</b>
<i>Spanish</i>
<i>Italian</i>
<i>Polish</i>
<i>Hindi</i>
<i>Urdu</i>
<i>Other Indic languages</i>
<i>Other Indo-European languages</i>
<i>Chinese</i>
<i>Other Asian Languages</i>
<i>Arabic</i>

ACAA also collects data for languages spoken by airport guests.<sup>10</sup> Data sources include:

<b>Data Sources for Languages Spoken by Airport Guests</b>	<b>Website link to Data Source</b>
<i>ACI-ASQ Survey Data</i>	<i>N/A</i>
<i>Assistance requests to airport information desks</i>	<i>N/A</i>

<sup>10</sup> We aim to provide appropriate language assistance services to every LEP person encountered. This includes instances when LEP statistical data for a particular language was not available beforehand, or the safe harbor threshold for written translation was not met.



The Title VI Coordinator will also actively engage with community educators, community groups, places of work, business groups, social groups, and the like to confirm that translation and interpretation services are accurate and effective. Additionally, the Title VI Coordinator will inform leadership and staff of the ACAA of the responsibility to provide language access. We have made the following plans to provide translation services free of charge to ensure that individuals with LEP have access to the benefits of the airport:

**Translation Services:**

- All written notices contain a statement in the identified languages, when appropriate, of how to receive translated written materials.
- The following vendors have been identified for written translations:

<b>Translation Vendors</b>	<b>Languages</b>
<i>Language Line Solutions.</i>	<i>All above languages</i>

- Information regarding translation services can be obtained at:

<b>Location for Translation Assistance</b>	<b>Languages</b>
<i>Airport website translate view</i>	<i>All above languages</i>
<i>Airport Information Desks</i>	<i>All above languages</i>
<i>Airport Police &amp; Security Personnel</i>	<i>All above languages</i>

**Interpretation Services:**

- The following vendors have been identified for interpretation services:

<b>Interpretation Vendors</b>	<b>Languages</b>
<i>Language Line Solutions</i>	<i>All above languages</i>

- Information regarding interpretation services can be obtained at:

<b>Location for Interpretation Assistance</b>	<b>Languages</b>
<i>Airport Information Desks</i>	<i>All above languages</i>
<i>Security Screening Checkpoints</i>	<i>All above languages</i>
<i>Airport Police and Security Personnel</i>	<i>All above languages</i>
<i>Airport Authority Admin. Offices</i>	<i>All above languages</i>
<i>Business Center</i>	<i>All above languages</i>

**Description of Interpretation Assistance Processes**

- *The airport contracts with the Language Line, Inc. to provide on-demand telephone interpretation services to airport guests. When a request for an interpreter is received, the*

*following process is used: Airport information desk staff use I-Speak cards to identify the language spoken by the airport guest. Staff contacts Language Line, Inc. and “parks” the request in the queue for the appropriate language. Language Line, Inc. operators will coordinate connect the requesting party to an interpreter for the duration of the call. The completed call is then logged in the Language Line Service binder. This log is kept for one year.*

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## **9. Transportation**

### 49 Part CFR 21 Appendix C (a)(1)(ix)

In the Community Statistics section of this plan, we identified Affected Communities and provided demographic and related data for the community populations. The minority and disadvantaged community areas located within the Affected Communities are identified below. Other minority and disadvantaged community areas that are near the airport but not within Affected Communities are also identified below.

We have coordinated with the Capital District Transportation Authority (CDTA) to encourage them to provide transit service access between the airport and these areas.

The following chart identifies existing and planned transit services connecting the airport employment centers with the identified minority and disadvantaged community areas. We have used a minimum 10% poverty rate as the threshold to determine disadvantaged community areas.

<b>Minority and/or Disadvantaged Community Areas</b>	<b>Transit Service</b>	<b>Planned or Existing</b>
<i>City of Albany</i>	<i>Fixed-route buses</i>	<i>Existing</i>
<i>City of Cohoes</i>	<i>Fixed-route buses</i>	<i>Existing</i>
<i>Town of Green Island</i>	<i>Fixed-route buses</i>	<i>Existing</i>
<i>City of Watervliet</i>	<i>Fixed-route buses</i>	<i>Existing</i>

## **10. Minority Businesses**

49 CFR 21 Appendix C (a)(1)(x)

Bids for airport concessions and other business opportunities are solicited from area minority and woman-owned businesses through the following methods:

It is the policy of the Authority to place all procurement notices in major local newspapers, as well as periodicals of interest to the disadvantaged community; including

- Dodge Bulletin
- DBE trade associated newsletters
- Business Review
- Times Union
- Minority Commerce Weekly
- Rensselaer County Affirmative Action
- Albany County Affirmative Action
- Saratoga County Affirmative Action
- Schenectady County Affirmative Action
- ACAA Website
- BidNet

In addition to posting notices a letter is sent to certified M/WBE & DBE's informing them of Request for Proposal or Invitation to Bid Notice issued for upcoming projects or procurements.

Selections are in compliance with Title VI, Part 21, and related requirements. Information on the award process and documentation for specific bid decisions is kept with the ACAA Procurement Department.

## **11. Training**

New employee orientation incorporates Title VI training. Topics include:

- Title VI and related laws prohibit discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age
- Title VI complaints must be forwarded to the Coordinator
- Protections against retaliation for filing civil rights complaints or related actions
- Title VI notices must be displayed throughout the airport public facilities
- All contracts must include Title VI clauses
- Language interpretation and translation services
- Cultural and community relations sensitivity training
- Anti-harassment training

Refresher information will be provided annually.

## **12. Compliance Reviews, Audits, Complaints, Lawsuits, and Other Investigations**

**FAA Notification.** The Coordinator will notify FAA of any pending investigations and reviews, including:

- Compliance reviews or audits concerning civil rights requirements<sup>11</sup>
- Complaints, lawsuits, or other investigations alleging noncompliance with civil rights requirements<sup>12</sup>

As discussed in the Title VI Complaints Section, Title VI complaints must be forwarded to FAA contacts within 15 days of receipt. For all other civil rights investigations, ACAA must notify FAA contacts of any new investigations prior to grant execution.

At regular intervals, the Coordinator will provide FAA contacts with status updates for the investigations and reviews, until completed. For each existing investigation or review completed within 5 years of this plan, the Coordinator will also provide a statement about the outcome, unless previously provided.

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<sup>11</sup> Includes any Title VI, ADA, Sec. 504, Title VII/EEO, or other civil rights program compliance review or audit to be performed on the airport sponsor or any of its sub-recipients by any State, local or Federal agency.

<sup>12</sup> Includes allegations of discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, whether because of actions of the airport sponsor itself, or its employees, contractors, or tenants. Includes noncompliance with related administrative requirements under civil rights laws.

### **13. Title VI Complaints**

49 CFR 21.11; 49 CFR 21 Appendix C (b)(3); 28 CFR 42.406(d)

**Scope.** These procedures are for complaints of discrimination under Title VI and related laws (hereafter “Title VI Complaints.” In order to be a Title VI Complaint, the complaint must:

1. Allege discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age or violations administrative requirements under Title VI or related laws.
2. Not only be for employment matters<sup>13</sup>
3. Allege misconduct by the ACAA, including airport employees, contractors, concessionaires, lessees, or tenants.
4. Concern an airport facility or actions by the ACAA including airport employees, contractors, concessionaires, lessees, or tenants.

**Rights.** Any person who believes that he or she has been subjected to discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age has the right to file a complaint with the ACAA.<sup>14</sup> Alternatively, they can file a formal complaint with an outside agency, such as the U.S. Departments of Justice or Transportation, or the Federal Aviation Administration (FAA), or seek other legal remedies.

**Receipt of Complaint.** The Coordinator will log in the complaint and promptly send copies of the complaint to the ACAA office involved in the complaint, the Chief Executive Officer, General Counsel and any other office as appropriate.

Complaints must be filed within 180 days of the discriminatory event, must be in writing, and must be delivered to:

Elizabeth Charland  
Director of Administrative Services/Title VI Coordinator  
Albany County Airport Authority  
737 Albany Shaker Rd, Main Terminal, Albany, NY 12211  
(518) 242-2222; lcharland@albanyairport.com

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<sup>13</sup> Complaints of employment discrimination must be addressed as required by EEOC and other applicable authorities with jurisdiction over employment matters. If an Airport sponsor employment activity is supported by FAA-provided financial assistance or it is alleged that the employment discrimination affects the broader airport program, complaints about that activity must also be reported to FAA.

<sup>14</sup> Includes allegations of discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, whether because of actions of the airport sponsor itself, or its employees, contractors, or tenants. Includes noncompliance with related administrative requirements under civil rights laws.

If a complaint is initially made by phone, it must be supplemented with a written complaint before 180 days after the discriminatory event has passed. If a verbal complaint is received, the complainant should be given a copy of the Airport Discrimination Complaint Procedures and instructed to submit a written complaint. Accommodation will be provided upon request to individuals unable to file a written complaint due to a disability.

Initial Procedure. The Coordinator may meet with the complainant to clarify the issues, obtain additional information, and determine if informal resolution might be possible in lieu of an investigation. If successfully resolved, the Coordinator will issue a closure letter to the complainant, record the disposition in the complaints log, and report the resolution to FAA.

### **Discrimination Complaint Referral Procedure**

Internal Complaint Referral. All Title VI complaints must be promptly forwarded to the Coordinator within 48 hours.

Initial FAA Notification. A copy of each Title VI complaint will be forwarded to the FAA within 15 days of initial receipt (not the date that the Coordinator was notified). The Coordinator will forward a copy of the complaint and a statement describing all actions taken to resolve the matter, and the results thereof to the FAA Civil Rights staff. (Note: complaints based on disability do not have to be forwarded to FAA.) To transmit complaint information to the FAA, the Coordinator will email the FAA Office of Civil Rights analyst(s), as well as upload the relevant information to the FAA Civil Rights Connect System. The Coordinator will also seek technical assistance from FAA, as needed, throughout complaint intake, investigation and resolution process.

### **Investigation Procedure**

Assignment of Investigator. The Coordinator will immediately begin the investigation or designate an investigator.

Cooperation with FAA. The Coordinator will promptly investigate all Title VI complaints, including those referred by the FAA for investigation. If the FAA is investigating a complaint against ACAA, the Coordinator will avoid interfering with the FAA investigation, cooperate with the FAA when needed, and share factual information with the FAA.

Prompt Investigation. The Coordinator will make every effort to complete discrimination complaint investigations within 60 calendar days after the complaint is received. Some investigations may take longer with a justification for the delay and assurance that the investigation is being completed as quickly as possible.

Contact with Complainant. The Coordinator will meet with the complainant to clarify the issues and obtain additional information, and also speak with community members and potential

witnesses, as appropriate.

Investigation Report. After completing the investigation, the Coordinator will prepare a written report.

Consultation with Legal Counsel. In each case, the Coordinator will consult with Legal Counsel regarding the investigation and the report. Airport Legal Counsel will ensure that the report is consistent with the DOT and FAA Title VI nondiscrimination requirements.

Prompt Resolution of Disputes. The Coordinator will emphasize voluntary compliance and quickly and fairly resolve disputes with complainants, or with contractors, tenants, or other persons, through several means such as alternate dispute resolution, negotiation, and/or mediation.

Forwarding Report and Response to Complainant. At the completion of the investigation, the complainant and respondent will receive a letter of findings and determination of the investigation and any applicable resolution. The letter transmitting the findings and any applicable resolution will state ACAA's conclusion regarding whether unlawful discrimination occurred, and will describe the complainant's appeal rights. A summary of the investigation report, any appeal, or follow-up actions will be sent to the FAA via email and/or the FAA Civil Rights Connect System.

Appeal Rights. The complainant must be notified of their right to appeal the findings or determinations, and of the procedures and requirements for an appeal:

- The complainant may appeal in writing to the Chief Executive Officer.
- The written appeal must be received within 7 business days after receipt of the written decision.
- The written appeal must contain all arguments, evidence, and documents supporting the basis for the appeal.
- The Chief Executive Officer will issue a final written decision in response to the appeal.

Avoiding Future Discrimination. In addition to taking action with respect to any specific instances of discrimination, the ACAA will identify and implement measures to reduce the chances of similar discrimination in the future.

Intimidation and Retaliation Prohibited. ACAA employees, contractors, and tenants will not intimidate or retaliate against a person who has filed a complaint alleging discrimination.

For information on filing a complaint with DOT/FAA, please contact Elizabeth Charland.

This complaint procedure is shared with the public through Website, In-person, and Other Distribution Methods

1. ACAA Website, Civil Rights Page at <https://albanyairport.com/accessibility-ada>
2. A copy of the procedure will be available at airport-sponsored information desks.



## 14. Population / Language Data

### Poverty Data Albany County

Source: American Community Survey

Label	Total		Below Poverty Level		Percent Below Poverty Level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Population for whom poverty status is determined	299979	721	44349	5895	14.8	2
<b>AGE</b>						
Under 18 years	54762	576	9554	3213	17.4	5.8
Under 5 years	14242	114	1836	1026	12.9	7.2
5 to 17 years	40520	551	7718	2853	19	6.9
Related children of householder under 18 years	54279	790	9071	3139	16.7	5.8
18 to 64 years	188813	330	29128	3769	15.4	2
18 to 34 years	75165	1257	16290	3111	21.7	4.1
35 to 64 years	113648	1249	12838	2248	11.3	2
60 years and over	76751	1979	8304	1709	10.8	2.2
65 years and over	56404	483	5667	1296	10	2.3
<b>SEX</b>						
Male	147578	1369	23373	4039	15.8	2.7
Female	152401	1364	20976	3008	13.8	2
<b>RACE AND HISPANIC OR LATINO ORIGIN</b>						
White alone	209547	2168	21256	3406	10.1	1.6
Black or African American alone	36755	3388	11268	3872	30.7	9.8
American Indian and Alaska Native alone	N	N	N	N	N	N
Asian alone	24278	1540	4960	1988	20.4	7.9
Native Hawaiian and Other Pacific Islander alone	N	N	N	N	N	N
Some other race alone	9374	2374	3539	2197	37.8	18.7
Two or more races	19520	3357	3326	1415	17	6.3
Hispanic or Latino origin (of any race)	19066	602	5657	1909	29.7	10.1
White alone, not Hispanic or Latino	206839	1847	21065	3411	10.2	1.7
<b>EDUCATIONAL ATTAINMENT</b>						
Population 25 years and over	209969	835	24509	3205	11.7	1.5
Less than high school graduate	14350	2249	4525	1209	31.5	7.5
High school graduate (includes equivalency)	52068	3779	8539	2176	16.4	4
Some college, associate's degree	50783	3884	6856	1667	13.5	3
Bachelor's degree or higher	92768	4468	4589	925	4.9	1

Label	Total		Below Poverty Level		Percent Below Poverty Level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
<b>EMPLOYMENT STATUS</b>						
Civilian labor force 16 years and over	164279	3915	14783	2611	9	1.5
Employed	154840	4306	10766	2380	7	1.5
Male	76112	3219	4450	1674	5.8	2.1
Female	78728	2807	6316	1799	8	2.2
Unemployed	9439	2285	4017	1645	42.6	13.1
Male	5431	1878	2447	1475	45.1	17.5
Female	4008	1436	1570	1044	39.2	17.4
<b>WORK EXPERIENCE</b>						
Population 16 years and over	252090	995	36531	4199	14.5	1.7
Worked full-time, year-round in the past 12 months	109299	4091	2155	828	2	0.8
Worked part-time or part-year in the past 12 months	58726	4730	12441	2340	21.2	3.4
Did not work	84065	4187	21935	3526	26.1	3.7
<b>ALL INDIVIDUALS WITH INCOME BELOW THE FOLLOWING POVERTY RATIOS</b>						
50 percent of poverty level	28287	4989	(X)	(X)	(X)	(X)
125 percent of poverty level	53172	5888	(X)	(X)	(X)	(X)
150 percent of poverty level	60613	6022	(X)	(X)	(X)	(X)
185 percent of poverty level	72188	5766	(X)	(X)	(X)	(X)
200 percent of poverty level	79601	5946	(X)	(X)	(X)	(X)
300 percent of poverty level	116130	7463	(X)	(X)	(X)	(X)
400 percent of poverty level	155960	7401	(X)	(X)	(X)	(X)
500 percent of poverty level	187205	6962	(X)	(X)	(X)	(X)
<b>UNRELATED INDIVIDUALS FOR WHOM POVERTY STATUS IS DETERMINED</b>						
Male	44778	3473	12757	2528	28.5	4.6
Female	47351	3088	12728	2067	26.9	4.1
15 years	85	155	85	155	100	78.8
16 to 17 years	398	472	398	472	100	36.2
18 to 24 years	16341	2549	9229	2776	56.5	13.2
25 to 34 years	17862	2139	4866	1442	27.2	6.6
35 to 44 years	10706	2089	1268	430	11.8	4.6
45 to 54 years	9604	1565	1785	731	18.6	6.8
55 to 64 years	14640	1893	3769	1181	25.7	6.9
65 to 74 years	12637	1824	2537	820	20.1	5.7
75 years and over	9856	1129	1548	511	15.7	5
Mean income deficit for unrelated individuals (dollars)	10019	677	(X)	(X)	(X)	(X)
Worked full-time, year-round in the past 12 months	38380	3849	1166	723	3	1.9
Worked less than full-time, year-round in the past 12 months	22163	3478	10254	2206	46.3	6.5
Did not work	31586	3120	14065	2821	44.5	5.9
Population in housing units for whom poverty status is determined	296816	728	42082	5865	14.2	2

## Language Data Albany County

Source: American Community Survey: Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over

Language & Ability Level	Estimate	Margin of Error +/-
Total:	292102	25
Speak only English	257721	1422
Spanish or Spanish Creole:	9091	686
Speak English "very well"	7048	641
Speak English less than "very well"	2043	281
French (incl. Patois, Cajun):	1806	432
Speak English "very well"	1390	287
Speak English less than "very well"	416	222
French Creole:	453	218
Speak English "very well"	363	207
Speak English less than "very well"	90	51
Italian:	1703	263
Speak English "very well"	1278	219
Speak English less than "very well"	425	127
Portuguese or Portuguese Creole:	185	83
Speak English "very well"	162	83
Speak English less than "very well"	23	23
German:	722	159
Speak English "very well"	552	147
Speak English less than "very well"	170	62
Yiddish:	47	36
Speak English "very well"	43	35
Speak English less than "very well"	4	8
Other West Germanic languages:	256	167
Speak English "very well"	209	138
Speak English less than "very well"	47	45
Scandinavian languages:	40	32
Speak English "very well"	40	32
Speak English less than "very well"	0	27
Greek:	585	223
Speak English "very well"	435	162
Speak English less than "very well"	150	104

Language & Ability Level	Estimate	Margin of Error +/-
Russian:	847	236
Speak English "very well"	428	172
Speak English less than "very well"	419	139
Polish:	1042	362
Speak English "very well"	660	303
Speak English less than "very well"	382	163
Serbo-Croatian:	252	167
Speak English "very well"	148	112
Speak English less than "very well"	104	67
Other Slavic languages:	241	118
Speak English "very well"	184	99
Speak English less than "very well"	57	49
Armenian:	74	59
Speak English "very well"	74	59
Speak English less than "very well"	0	27
Persian:	404	237
Speak English "very well"	301	169
Speak English less than "very well"	103	93
Gujarati:	133	90
Speak English "very well"	106	75
Speak English less than "very well"	27	33
Hindi:	1241	356
Speak English "very well"	823	262
Speak English less than "very well"	418	252
Urdu:	1600	445
Speak English "very well"	1130	346
Speak English less than "very well"	470	196
Other Indic languages:	1295	393
Speak English "very well"	836	239
Speak English less than "very well"	459	265
Other Indo-European languages:	1206	493
Speak English "very well"	786	366
Speak English less than "very well"	420	179
Chinese:	3574	618
Speak English "very well"	1570	403
Speak English less than "very well"	2004	460

Language & Ability Level	Estimate	Margin of Error +/-
Japanese:	289	128
Speak English "very well"	79	54
Speak English less than "very well"	210	111
Korean:	981	336
Speak English "very well"	452	206
Speak English less than "very well"	529	179
Mon-Khmer, Cambodian:	27	30
Speak English "very well"	18	21
Speak English less than "very well"	9	13
Hmong:	0	27
Speak English "very well"	0	27
Speak English less than "very well"	0	27
Thai:	92	91
Speak English "very well"	44	52
Speak English less than "very well"	48	52
Laotian:	37	58
Speak English "very well"	0	27
Speak English less than "very well"	37	58
Vietnamese:	460	204
Speak English "very well"	196	112
Speak English less than "very well"	264	134
Other Asian languages:	2402	609
Speak English "very well"	1302	358
Speak English less than "very well"	1100	478
Tagalog:	915	287
Speak English "very well"	706	252
Speak English less than "very well"	209	111
Other Pacific Island languages:	64	60
Speak English "very well"	20	23
Speak English less than "very well"	44	50
Navajo:	0	27
Speak English "very well"	0	27
Speak English less than "very well"	0	27
Other Native North American languages:	0	27
Speak English "very well"	0	27
Speak English less than "very well"	0	27

Language & Ability Level	Estimate	Margin of Error +/-
Hungarian:	34	27
Speak English "very well"	33	26
Speak English less than "very well"	1	3
Arabic:	1151	479
Speak English "very well"	811	391
Speak English less than "very well"	340	172
Hebrew:	227	135
Speak English "very well"	168	93
Speak English less than "very well"	59	87
African languages:	882	318
Speak English "very well"	700	267
Speak English less than "very well"	182	126
Other and unspecified languages:	23	21
Speak English "very well"	12	15
Speak English less than "very well"	11	15

## 15. Completed Unlawful Discrimination Poster

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### **Unlawful Discrimination**

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or disability in public services and employment opportunities. Allegations of discrimination should be promptly reported to the Airport Manager or:

Federal Aviation Administration  
Office of Civil Rights, ACR-1  
800 Independence Avenue, S.W.  
Washington, D.C. 20591

Federal regulations on unlawful discrimination are available for review in the Airport Manager's Office.

**Coordinator:** Liz Charland  
**Phone:** 518-242-2222  
**Address:** 737 Albany Shaker Rd., 3rd Fl. Main Terminal  
Albany, NY 12211  
lcharland@albanyairport.com

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### **Discriminacion Ilegal**

Se prohíbe a los operadores de aeropuertos y a sus arrendatarios, inquilinos, concesionarios y contratistas discriminar contra cualquier persona por motivo de raza, color, nacionalidad de origen, sexo, creencias religiosas, impedimento físico o discapacidad en lo que respecta a servicios públicos y oportunidades de empleo. Las alegaciones de discriminación deberán ser dirigidas inmediatamente al Administrador del Aeropuerto o a:

Federal Aviation Administration  
Office of Civil Rights, ACR-1  
800 Independence Avenue, S.W.  
Washington, D.C. 20591

Los reglamentos sobre discriminación ilegal están a la disposición de los interesados para su examen en la oficina del Administrador del Aeropuerto.

**Coordinador:** Liz Charland  
**Teléfono:** 518-242-2222  
**Dirección:** 737 Albany Shaker Rd., 3rd Fl. Main Terminal  
Albany, NY 12211  
lcharland@albanyairport.com



U.S. Department of Transportation  
**Federal Aviation Administration**

HC-101098

## **AGENDA ITEM NO. 10.6**

**Grant of Easement to Niagara Power Corporation for a permanent utility easement to support ongoing terminal expansion and upgrades to the Albany International Airport. (WR# 31016374)**



AGENDA ITEM NO: 10.6  
MEETING DATE: January 13, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Administration/Legal Department*

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

**PURPOSE OF REQUEST:** *Grant of Easement to Niagara Power Corporation for a permanent utility easement to support ongoing terminal expansion and upgrades to the Albany International Airport. (WR# 31016374)*

**CONTRACT AMOUNT:**

Total Contract Amount: N/A

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes \_\_\_ No \_\_\_ NA ✓  
Funding Account No.:

**FISCAL IMPACT - FUNDING** (Dollars or Percentages)

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

**JUSTIFICATION:**

*Authorization is requested to seek approval of the County of Albany to Grant an Easement to Niagara Mohawk Power Corporation for a permanent utility easement to support the current power needs and ongoing terminal expansion and upgrades to the Albany International Airport. The proposed easement supports the relocation and upgrade of the existing transformer. 3 Terminal Rd. Transformer Upgrade (WR# 31016374).*

*\*\*Exhibit A to satisfactorily be enhanced prior to execution and recording instrument.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**SUBJECT TO APPROVAL COUNSEL:** YES ✓

**AGENDA ITEM NO: 10.6**

**MEETING DATE: January 13, 2025**

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

- 1) Easement*

## GRANT OF EASEMENT

The County of Albany, a municipal corporation an having an address at 112 State Street, Albany, New York 12207 (hereinafter referred to as "Grantor"), is the owner of that certain parcel of real property commonly known as 737 Albany Shaker Road located in the Town of Colonie, County of Albany in the State of New York, identified on the tax maps of the County of Albany, as Section 18. Block 2 Lot 52.1-5 (SBL# 18.-2-52.1-5) and pursuant to that certain deed recorded with the County Clerk of the County of Albany on June 21, 1996 in Liber 2558 at Page 863 (the "Grantor's Land"), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and VERIZON NEW YORK, INC. having an address at 140 West Street, New York, New York 10007 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor's Land (the "Easement") under the following terms and conditions.

**Section 1 – Description of the Easement.** The Easement provides the Grantees with the right, privilege, and authority to:

a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, abandon or remove underground electric and communication facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground lines, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that portion of the Grantor's Land described in Section 2 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and

b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and

d. excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

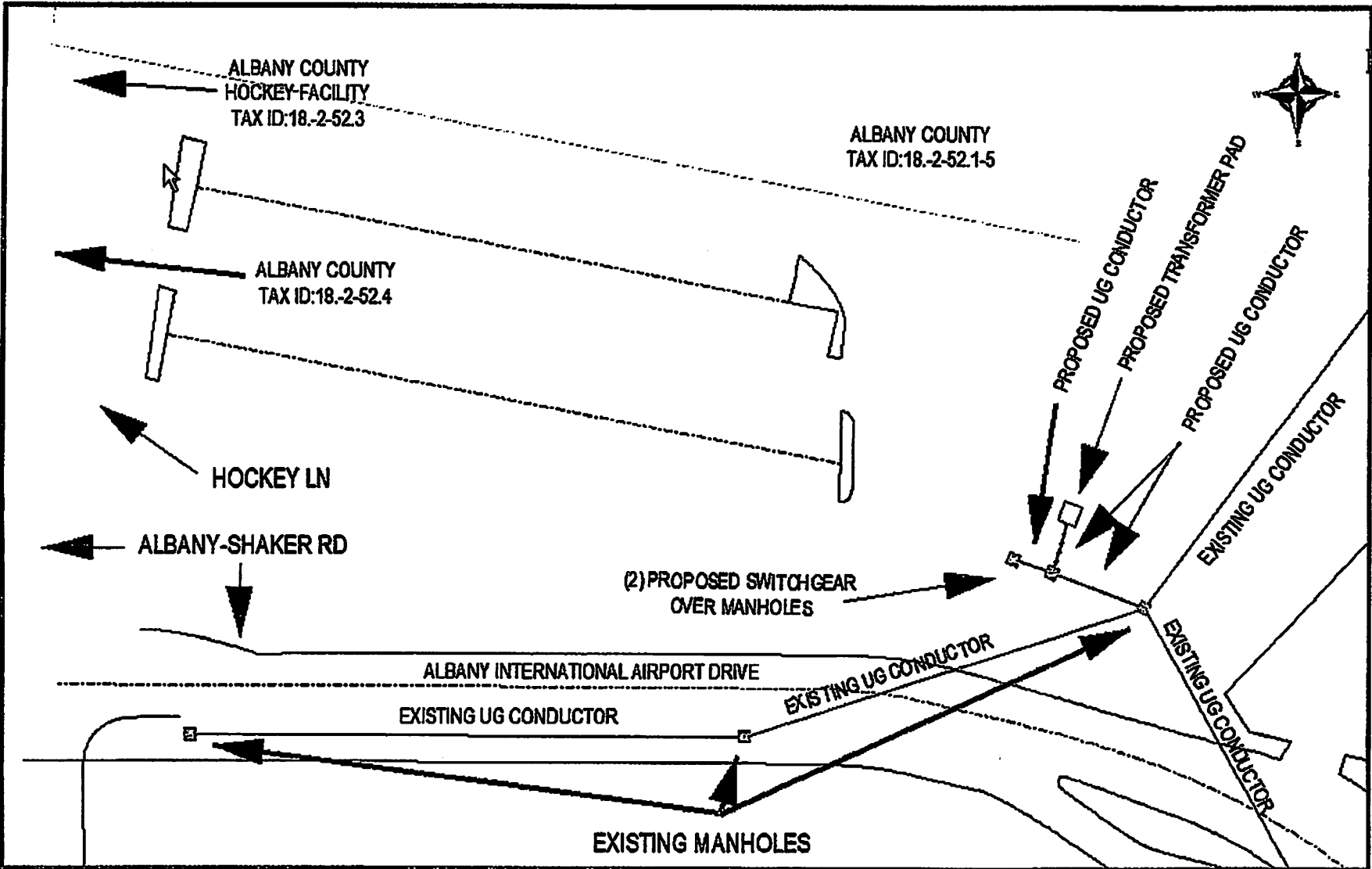
e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "Easement Sketch-Exhibit A, WR# 31016374", which sketch is attached hereto as Exhibit A and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

**Section 3 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

**Section 4 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions





<b>EASEMENT #:</b>	<b>EASEMENT SKETCH - EXHIBIT A</b>	<b>NOT TO SCALE</b>
DESIGNER: Nachabee, Daniel DATE: 8/8/24 WORK ORDER #: 30-24-31018374	DEVELOPMENT NAME and LOCATION COUNTY OF ALBANY AIRPORT 3 TERMINAL RD TAX ID:18-2-52.1-5 COUNTY ALBANY TOWN COLONE	nationalgrid  SHEET 1 OF 1



**AGENDA ITEM NO. 10.7**

**Grant of Easement to Niagara  
Mohawk Power Corporation for a permanent  
utility easement to support ongoing terminal  
expansion and upgrades to the Albany  
International Airport. (WR# 30922776)**

AGENDA ITEM NO: 10.7  
MEETING DATE: January 13, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Administration/Legal Department*

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

**PURPOSE OF REQUEST:** *Grant of Easement to Niagara Mohawk Power Corporation for a permanent utility easement to support ongoing terminal expansion and upgrades to the Albany International Airport. (WR# 30922776)*

**CONTRACT AMOUNT:**

Total Contract Amount: N/A

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes \_\_\_ No \_\_\_ NA ✓  
Funding Account No.:

**FISCAL IMPACT - FUNDING** (Dollars or Percentages)

Federal \_\_\_\_\_ State \_\_\_\_\_ Airport \_\_\_\_\_ NA ✓  
Funding Source: Airport Operating Budget

**JUSTIFICATION:**

*Authorization is requested to seek approval of the County of Albany to Grant an Easement to Niagara Mohawk Power Corporation for a permanent utility easement to support the current power needs and ongoing terminal expansion and upgrades to the Albany International Airport. The proposed easement supports the relocation and upgrade of the existing transformer. 2 Terminal Rd. Transformer Upgrade (WR# 30922776).*

*\*\*Exhibit A to satisfactorily be enhanced prior to execution and recording instrument.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**SUBJECT TO APPROVAL COUNSEL:** YES ✓



AGENDA ITEM NO: 10.7  
MEETING DATE: January 13, 2025

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

- 1) *Easement*

## GRANT OF EASEMENT

The County of Albany, a municipal corporation an having an address at 112 State Street, Albany, New York 12207 (hereinafter referred to as "Grantor"), is the owner of that certain parcel of real property commonly known as 737 Albany Shaker Road located in the Town of Colonie, County of Albany in the State of New York, identified on the tax maps of the County of Albany, as Section 18. Block 2 Lot 52.1-5 (SBL# 18.-2-52.1-5) and pursuant to that certain deed recorded with the County Clerk of the County of Albany on June 21, 1996 in Liber 2558 at Page 863 (the "Grantor's Land"), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and VERIZON NEW YORK, INC. having an address at 140 West Street, New York, New York 10007 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor's Land (the "Easement") under the following terms and conditions.

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b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and

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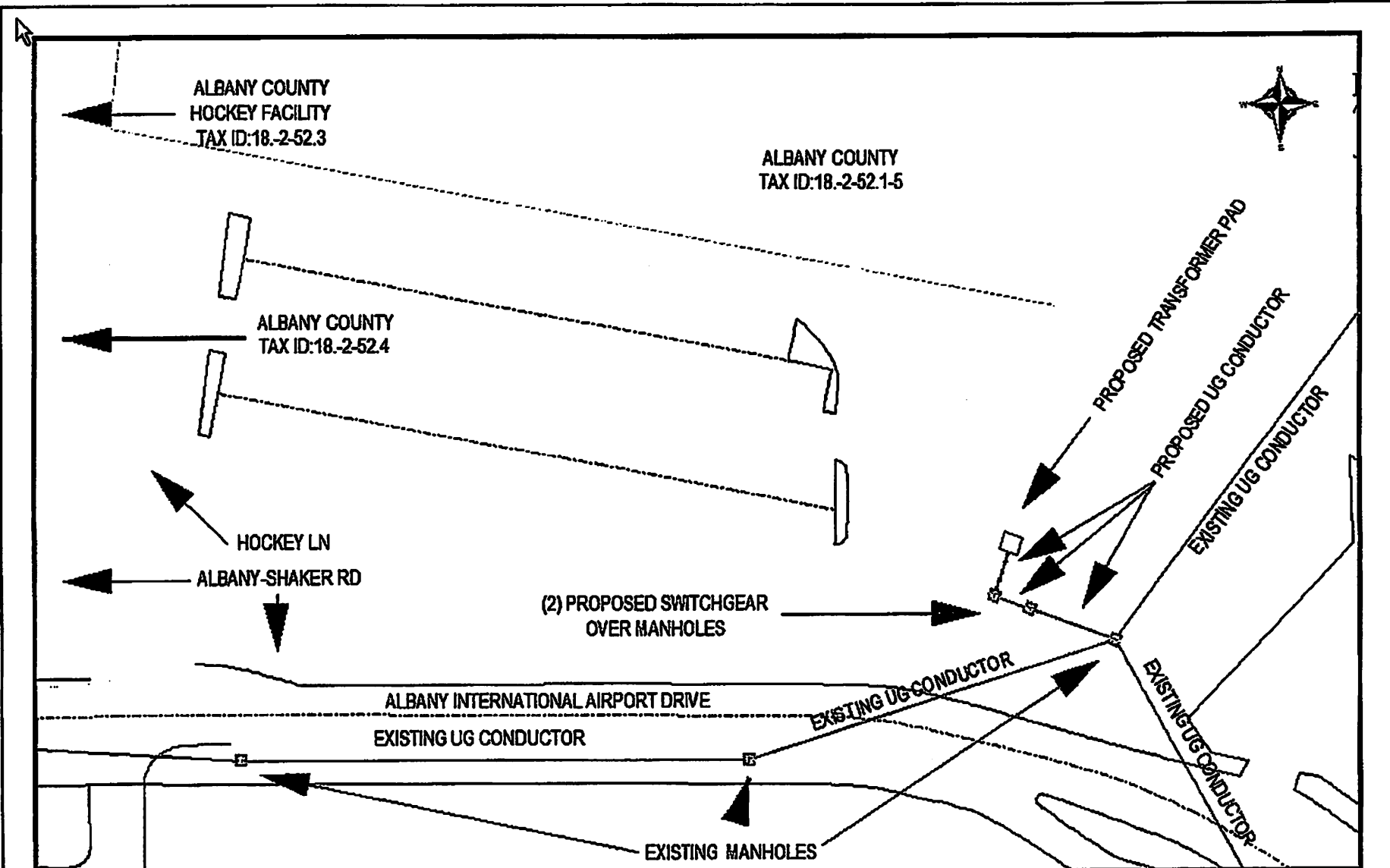
e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "Easement Sketch-Exhibit A, WR#30922776", which sketch is attached hereto as Exhibit A and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

**Section 3 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

**Section 4 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions





<b>EASEMENT #:</b>	<b>EASEMENT SKETCH - EXHIBIT A</b>	<b>NOT TO SCALE</b>
DESIGNER: Wachabee, Daniel DATE: 7/29/24 WORK ORDER #: 30-24-30822770	DEVELOPMENT NAME and LOCATION COUNTY OF ALBANY AIRPORT 2 TERMINAL ROAD TAX ID: 18-2-52.1-5 COUNTY ALBANY TOWN COLONE	nationalgrid



CD SUBMISSION

NOTES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

CONSTRUCTION DRAWINGS

Sheet Number	Sheet No.	Total

SITE LAYOUT PLAN

Designed By	Drawn By	Checked By
JCF	JCF	JCF
Issue Date	Project No.	Scale
05/17/2024	78028	AS SHOWN

Drawing No.  
**C-103**

**METES AND BOUNDS DESCRIPTION**

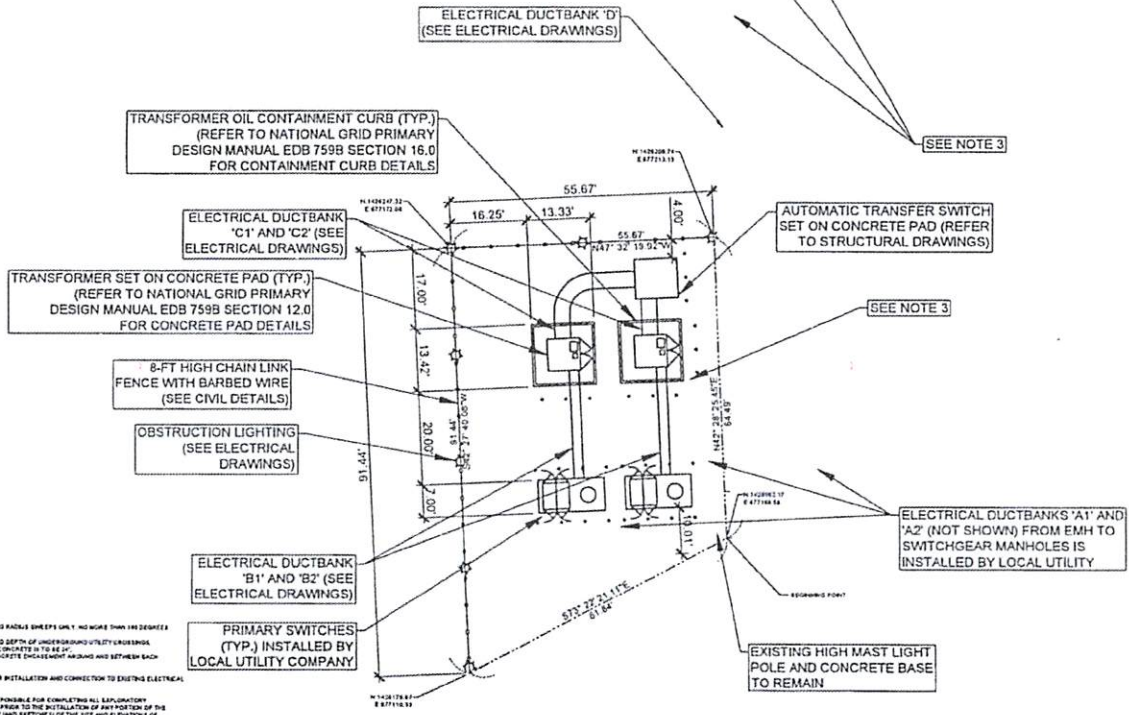
BEGINNING at a point with Northing 1426162.17 and Easting 677169.58 and bears N 42 degrees 28' 25.45" E 64.49'  
 THENCE N 47 degrees 32' 19.92" W 55.67'  
 THENCE S 42 degrees 27' 40.08" W 91.44'  
 THENCE S 73 degrees 22' 21.11" E 61.84' to the place of beginning, containing 4339.75 s.f. (.0996 acres) of land more or less.

REFER TO ELECTRICAL DRAWINGS FOR WORK ASSOCIATED WITH THE EXISTING AUTOMATIC TRANSFER SWITCH

SEE NOTE 3

SEE NOTE 3

ELECTRICAL DUCTBANKS 'A1' AND 'A2' (NOT SHOWN) FROM EMH TO SWITCHGEAR MANHOLES IS INSTALLED BY LOCAL UTILITY



- NOTES:**
- SCHEDULE AS PIV WITH LONG RADIUS SWEEPS ONLY AND MORE THAN 180 DEGREE BETWEEN PULLS.
  - FIELD VERIFY LOCATION AND DEPTH OF UNDERGROUND UTILITY UNDERGROUNDS. PROVIDE MINIMUM 1' OF CONCRETE IN-TIE TO BE 10". PROVIDE MINIMUM 1' OF CONCRETE ENCHLAMENT AROUND AND BETWEEN EACH CONDUIT.
  - COORDINATE WITH ACAH FOR INSTALLATION AND CONNECTION TO EXISTING ELECTRICAL SYSTEMS.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. A WRITTEN SURVEY AND SETTING(S) OF THE SET AND ELEVATIONS OF POTENTIAL OBSTRUCTIONS SHALL BE DELIVERED TO THE CONTRACTOR MANAGER AND OWNER FOR REVIEW PRIOR TO INSTALLATION OF NEW UNDERGROUND UTILITIES AND STRUCTURES. EXISTING OBSTRUCTIONS SHALL BE RECORDED AT ALL EXISTING UTILITY ENCLOSURES AND AT THE LOCATION OF ALL NEW STRUCTURES.

**SITE LAYOUT PLAN**  
 Scale: 1" = 10'



**AGENDA ITEM NO. 11**

**Authorization of Change Orders**

**AGENDA ITEM NO. 12**

**Authorization of Federal and State Grants**

**AGENDA ITEM NO. 13**

**Informational Only**



**AGENDA ITEM NO. 13.1**

**Report purchase of Temporary  
Signage for Public Safety During Construction  
(Purchase Orders) (Quote # 24-0920) / Saxton  
Sign Corp. in conformance with our  
Procurement Policy.**

AGENDA ITEM NO: 13.1  
MEETING DATE: January 13, 2024

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:**

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

**PURPOSE OF REQUEST:**

*Report purchase of Temporary Signage for Public Safety During Construction (Purchase Orders) (Quote # 24-0920) / Saxton Sign Corp. in conformance with our Procurement Policy.*

**CONTRACT AMOUNT:**

Purchase Orders NTE \$100,000

**FISCAL IMPACT - FUNDING (Dollars or Percentages)**

Federal \_\_\_\_\_ State \_\_\_\_\_ Airport 100% NA \_\_\_\_\_  
Funding Source: 52080-20-0000

**FISCAL IMPACT - FUNDING (Dollars or Percentages)**

Federal \_\_\_\_ State \_\_\_\_\_ Airport ✓ NA \_\_\_\_

**JUSTIFICATION:**

*The Airport Authority recently requested quotes for immediate temporary signage to ensure public safety during our construction of the Airport Terminal Expansion Project. There was discussion of this purchase with the Board previously, and the cost of the temporary signage will exceed \$50,000. The initial order of temporary signage was completed following a quote (Quote # 24-0920). It is anticipated that additional signage is required. The same lowest priced vendor, Saxton Sign, will be used for these signs as well. In order to meet the immediate need for these signs Chief Executive Officer feels it to be in the best interest of the Airport in accordance with Section 3.3 of the Authority Procurement Guidelines. Section 3.3 reads as follows:*

*“The role of an airport dictates that the operation be maintained on a continuous basis without interruption. From time to time, the Chief Executive Officer may determine that **Emergency Purchases** or contracts be issued to keep the Airport safe, secure and when it is in the best interest to preserve order or public health and Airport facilities. Also, when the immediate restoration of a condition of usefulness of a building, equipment or roadway or utilities is necessary. Such emergency services exceeding \$50,000 shall be presented to the Authority Board at its next regularly scheduled meeting.”*

AGENDA ITEM NO: 13.1  
MEETING DATE: January 13, 2024

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend acceptance of the COO's report of emergency procurement in accordance with the Authority's procurement guidelines.*

**FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:** YES \_\_\_\_\_ NA

**BACK-UP MATERIAL:**

*Summary of quotes received (Quote # 24-0920).*

**Request for Quote 24-0920 / Temporary Signage**

**Received Proposals:**

Saxton Sign Corp	\$37,105.89
Dataflow	\$58,506.25
Northco/Southland	No Submittal

**AGENDA ITEM NO. 14**

**Adoption of Sexual Harassment Policy**

AGENDA ITEM NO: 14  
MEETING DATE: January 13, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Administration*

Contact Person: *Peter F. Stuto, Acting Chief Executive Officer*

**PURPOSE OF REQUEST:** *Adoption of Sexual Harassment Policy*

**CONTRACT AMOUNT:**

Total Contract Amount: *N/A*

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes \_\_\_ No \_\_\_ NA ✓

**JUSTIFICATION:**

*The attached Sexual Harassment Policy conforms to Section 201-g(1)(b) of the NYS Labor Law adopted in 2023. The Policy explicitly defines and prohibits "hostile work environment" and "quid pro quo" harassment and sets up a complaint procedure. Complaints may be reported to the CEO, General Counsel or Authority Board.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**SUBJECT TO APPROVAL COUNSEL:** YES ✓

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

1) *Proposed Policy*

## **ALBANY COUNTY AIRPORT AUTHORITY DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY**

### **Purpose and Goals**

Albany County Airport Authority (“ACAA” or “Authority”) is committed to maintaining a work environment that is free of all forms of unlawful harassment, discrimination, and retaliation. This policy is one component of ACAA’s commitment to such a work environment.

The purpose of this policy is to teach employees to recognize unlawful discrimination and harassment, including based on an individual’s intersecting identities, and provide the tools to take action if it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent unlawful harassment and discrimination in the workplace.

After reading this policy, employees will understand their right to a workplace free from unlawful discrimination and harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report such behavior, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment or discrimination.

This policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals, including anyone who is (or is employed by) a contractor, subcontractor, vendor, or consultant or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with ACAA. Throughout this policy, we may refer to covered workers who are not direct employees of the Authority as “covered individuals.”

Employees at any level who violate this policy, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.

ACAA will provide this policy to all employees in person or digitally through email upon hiring and will post the policy prominently in all work locations.

### **Discrimination is Prohibited**

ACAA strictly prohibits unlawful discrimination based on age, race, color, sex (including pregnancy), gender, sexual orientation, gender identity or expression, national origin, ancestry, alienage, citizenship, ethnicity, religion, creed, marital or partnership status, disability, past, current, or prospective service in the uniformed services, familial status, marital status, caregiver status, predisposing genetic characteristics, genetic information, status as a victim/survivor of domestic violence, arrest or conviction status, reproductive health decision-making, or other characteristic protected by applicable law.

This policy applies to all terms and conditions of employment with the ACAA, including, but not limited to: hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

### Sexual Harassment is Prohibited

One form of harassment prohibited by this policy is sexual harassment. Sexual harassment is unlawful and unacceptable. It violates ACAA policy, subjects the Authority and the harasser to potential liability, constitutes employee misconduct, and will not be tolerated. Appropriate sanctions and/or disciplinary action (up to and including termination) will be enforced against individuals who engage in sexual harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue.

Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their sex, sexual orientation, sex stereotypes, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender, unless the conduct does not rise above the level of what a reasonable victim of harassment with the same protected characteristic would consider petty slights or trivial inconveniences. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender, as more fully described below.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary.

- A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female.
- A transgender person is someone whose gender is different than the sex they were assigned at birth.
- A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do.

Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

As noted above, sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment, unless the conduct does not rise above the level of what a reasonable victim of harassment with the same protected characteristic would consider petty slights or trivial inconveniences. In New York, harassment need not be severe or pervasive to be illegal. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, New York law specifies that whether harassing conduct is considered petty or trivial is viewed from the standpoint of a



reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of the ACAA's policy.

Sexual harassment includes unwelcome conduct that is either of a sexual nature or directed at an individual because of his or her gender identity or expression (perceived or actual), when:

- Such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Such sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is called **quid pro quo** harassment.

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender.

Harassers can be anyone in the workplace. A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, or visitor.

The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts.

Sexual harassment is prohibited not only at the workplace but also while working off-premises (including, but not limited to, while on video or telephone conferences for work), while traveling for work, and at ACAA-sponsored parties or events. Calls, texts, emails, messages on electronic messaging platforms and apps, and social media usage by employees or covered individuals can also constitute unlawful harassment, even if they occur away from the workplace premises, on

personal devices, or during non-work hours. Moreover, conduct does not have to be directed at an individual for it to be sexual harassment (for example, overheard comments can qualify).

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy. Individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over seemingly less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment. It might include education and counseling, or it may lead to suspension or termination when appropriate.

The below list describes some of the types of acts that may be unlawful sexual harassment. This list is just a sample of behaviors and should not be considered exhaustive. Any employee who believes they have experienced sexual harassment or other violation of this policy should feel encouraged to report it, even if it does not appear on this list.

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body;
  - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits or detriments (note: this can include sexual advances/pressure placed on an employee by patients and their family members);
  - Subtle or obvious pressure for unwelcome sexual activities; and
  - Repeated requests for dates or romantic gestures, including gift giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history that create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look. For example:

- Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity;
  - Dress codes that require employees to dress in a manner typically associated with a particular gender identity or that place more emphasis on women's attire; or
  - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace. This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
  - Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or status of being transgender, such as:
    - Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, or name-calling; or
    - Intentional misuse of an individual's preferred pronouns.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

### Other Unlawful Harassment is Prohibited

ACAA's policy prohibiting harassment applies equally to harassment based on age, race, color, national origin, ancestry, alienage, citizenship, ethnicity, religion, creed, marital or partnership status, disability, past, current, or prospective service in the uniformed services, familial status, marital status, caregiver status, predisposing genetic characteristics, genetic information, status as a victim/survivor of domestic violence, arrest or conviction status, reproductive health decision-making, or other characteristic protected by applicable law. Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (e.g., epithets, derogatory statements, slurs, derogatory comments or jokes, or obscene language).
- Physical (e.g., assault or inappropriate physical contact).
- Visual (e.g., displaying derogatory posters, cartoons, or drawings or making derogatory gestures).
- Online (e.g., derogatory statements in any e-mail or through any social media platform).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated, including, but not limited to, any harassment that denigrates or shows hostility towards an individual; has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

Harassment is prohibited not only at the workplace but also while working off-premises (including, but not limited to, while on video or telephone conferences for work), while traveling for work, and at Authority-sponsored or industry-sponsored parties or events. Calls, texts, emails, messages on electronic messaging platforms and apps, and social media usage by employees or covered individuals can also constitute unlawful harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours. Moreover, conduct does not have to be directed at an individual for it to be harassment (for example, overheard comments can qualify).

### Complaint Procedure and Supervisory Responsibilities

Preventing unlawful discrimination and harassment is everyone's responsibility. ACAA cannot prevent or remedy harassment unless it knows about it. Anyone who witnesses, becomes aware of, or is subjected to behavior that may constitute discrimination or harassment or otherwise violate this policy should immediately report such behavior to their manager, supervisor, the Chief Executive Officer, the General Counsel or any member of the Board of Directors.

ACAA requests that reports of discrimination, harassment, or other violation of this policy be made in writing, but verbal reports will be accepted. A Complaint Form for the submission of reports of discrimination, harassment, or any other violation of this policy is included in this Policy, and all personnel are encouraged to use this Form (although other written reports, including via email, will be accepted). If the report is verbal, the complainant will be asked to complete a written Complaint Form. If he or she declines, the Authority may prepare a Complaint Form based on the verbal report. Employees and other covered individuals may also file a complaint with the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission, as discussed in more detail below.

While everyone must work toward preventing sexual harassment, leadership matters. Managers and supervisors have a special responsibility to make sure employees feel safe at work and that workplaces are free from unlawful harassment and discrimination. All managers and supervisors who receive reports or information about, observe, otherwise become aware of, or suspect any potential discrimination, harassment, or other violation of this policy must immediately report it to the Chief Executive Officer, the General Counsel or any member of the Board of Directors. A manager or supervisor who fails to make such a report or otherwise knowingly allows discriminatory, harassing, or retaliatory behavior to continue will be subject to disciplinary action, up to and including termination of employment.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and managers should work to accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

### Bystander Intervention

Individuals who witness potential harassment or discrimination may also wish to engage in “bystander intervention.” There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help:

- A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
- A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
- A bystander can record or take notes on the harassment incident to benefit a future investigation;
- A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and

- If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace.

### Investigation Procedure

ACAA will investigate any report or complaint of discrimination, harassment, or other violation of this policy that it receives, whether in verbal or written form. Investigations will be conducted in a manner that is prompt, thorough, and fair to all parties involved, and will be started and completed as soon as possible. The investigation will be kept confidential to the extent possible, and the Authority will take prompt and appropriate corrective action whenever it determines that harassment or another violation of this policy has occurred.

All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation. ACAA recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case depending on the circumstances, an investigation of a report made under this policy will generally include the following steps. Upon receipt of a report of harassment or other violation of this policy, ACAA will:

- Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate.
- Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The person leading the investigation will consider and implement appropriate document request, review, and preservation measures, including for electronic communications.
- Seek to interview all parties involved, including any the complainant, the accused, and any relevant witnesses.
- Create a written documentation of the investigation (such as a letter, memo or email), which may contain the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;

- A timeline of events;
  - A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
  - Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed.
  - Implement any corrective action and take steps to ensure a safe work environment for the employee(s) who experienced any unlawful discrimination or harassment.

All employees, including managers and supervisors, are required to cooperate fully with any investigation conducted under this Policy.

#### Retaliation is Prohibited

ACAA strictly prohibits and does not tolerate any retaliation against an individual because he or she has in good faith (1) made a complaint of, reported, or opposed discrimination or harassment, either internally or with any government agency, or encouraged another to do so; or (2) testified or assisted in an investigation or proceeding involving discrimination or harassment under the Human Rights Law or other anti-discrimination law. Such retaliation is unlawful under federal and state law and is contrary to Authority policy. Any employee who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination.

No one should fear reporting sexual harassment if they believe it has occurred. An individual is protected from retaliation if he or she had a good faith belief that the practice complained of was unlawful, even if it ultimately does not rise to the level of a legal violation. These protections do not apply, however, to any person making an intentionally false charge of discrimination or harassment or providing intentionally false information in connection with an investigation under this policy.

Retaliation consists of adverse action taken against the individual because he or she engaged in any of the protected activities described above. It is an action by which an employer or supervisor seeks to “punish” an individual for engaging in protected activity or discourage an individual from doing so. The action need not be job-related or occur in the workplace. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Unlawful retaliation can be any action, more than trivial, that would have the effect of dissuading a reasonable worker from engaging in any protected conduct. Examples of retaliation may include, but are not limited to, the following when done because of an individual's protected activity:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

An adverse employment action is not retaliatory simply because it occurs after the protected activity in question. Employees continue to be subject to all job requirements and disciplinary rules after having engaged in protected activity. To establish a claim of retaliation, the individual must be able to prove that the adverse action was retaliatory.

An individual who believes they have been subjected to or observed retaliation in violation of this policy should report the matter in the same way as they would report perceived harassment or discrimination (see Complaint and Investigation Procedure above). As with harassment and discrimination, all managers and supervisors who receive reports or information about, observe, otherwise become aware of, or suspect any potential retaliation must immediately report it to Human Resources. A manager or supervisor who fails to make such a report or otherwise knowingly allows retaliatory behavior to continue will be subject to disciplinary action, up to and including termination of employment.

All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as described in the next section of this policy.

#### Statutory Provisions, Redress Rights, and Adjudication Forums

Harassment, discrimination, and retaliation as defined in this policy are unlawful pursuant to the New York Human Rights Law § 296.1 (codified as N.Y. Executive Law, Article 15) (the "Human Rights Law"), and the federal Civil Rights Act of 1964, Title VII (codified as 42 U.S.C. § 2000e et seq.) ("Title VII"). Such harassment, discrimination, and retaliation may subject the Authority to legal liability. Under New York law, individuals who engage in harassing, discriminatory, or retaliatory behavior may also be subject to personal liability and supervisors or managers who fail to report or act on harassment may be personally liable for aiding and abetting such behavior.

The internal process outlined in the policy above is one way for employees to report discrimination or harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint



with a governmental agency, employees and covered individuals may also seek the legal advice of an attorney.

### *The Human Rights Law and the New York State Division of Human Rights*

The Human Rights Law applies to all employers in New York State with respect to sexual harassment and protects employees, paid or unpaid interns, and non-employees, regardless of immigration status. A complaint alleging a violation of the Human Rights Law may be filed with either the Division of Human Rights (“DHR”) or in New York State Supreme Court within three years of the alleged violation. Complaining internally to ACAA does not extend an individual’s time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

An individual does not need an attorney to file a complaint with DHR, and there is no cost to do so. DHR will investigate the complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are eligible for a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring the employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney’s fees, and civil fines.

DHR’s main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. An individual may call (718) 741-8400 or visit [www.dhr.ny.gov](http://www.dhr.ny.gov). The website has a digital complaint process that can be completed on a computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR’s regional offices across New York State.

Employees may also call the DHR sexual harassment hotline at 1-800-HARASS-3 for more information about filing a sexual harassment complaint. This hotline can also provide a referral to a volunteer attorney experienced in sexual harassment matters who can provide limited free assistance and counsel over the phone.

### *Title VII and the Equal Employment Opportunity Commission*

The United States Equal Employment Opportunity Commission (“EEOC”) enforces federal anti-discrimination laws, including Title VII. Title VII applies to private employers with at least 15 employees.

An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. An individual does not need an attorney to file a complaint with EEOC, and there is no cost to do so. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting the complainant to file a lawsuit in federal court if the EEOC closes the charge, is unable

to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred but does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. The remedies available to victims of sexual harassment vary depending on the circumstances and forum involved, but may include requiring the defendant(s) to take action to stop the harassment, or redress the damage caused, including reinstatement/instatement to a job, payment of monetary damages (e.g., back pay, out-of-pocket expenses), compensatory damages, punitive damages in certain circumstances, reasonable attorneys' fees, and civil fines.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

#### *Local Protections*

There may also be applicable local laws that protect individuals from sexual harassment. An individual may contact the county, city, town, or village in which they live to determine whether such a local law exists.

If the sexual harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Redress can be sought by contacting the local police department.

#### Administration of Policy

This policy is intended to comply with and implement New York law regarding sexual harassment policies (Labor Law § 201-g) and any accompanying regulations. To the extent that this policy is inconsistent therewith, the law and applicable regulations will apply.

## Complaint Form

If you believe that you have been subject to discrimination, harassment, or retaliation, you are strongly encouraged to complete this form and submit it to your supervisor, manager or any owner. Please complete all aspects of this form in as much detail as possible. In particular, you are encouraged to include your name and contact information, as anonymous complaints may be very difficult, if not impossible, to adequately investigate.

**ACAA prohibits retaliation of any kind against an individual for making a complaint in good faith.**

**Please use additional sheets of paper if necessary.**

Your Name: \_\_\_\_\_

Your Phone: \_\_\_\_\_

Your Email: \_\_\_\_\_

Your Title/Position: \_\_\_\_\_

Your Supervisor: \_\_\_\_\_

Name and title of any alleged harasser or retaliator: \_\_\_\_\_

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Relationship of any alleged harasser or retaliator to you:

Supervisor       Subordinate       Co-Worker       Other \_\_\_\_\_

Details of the discrimination, harassment, or retaliation. Please include as much detail as possible, including what happened, a description of the incident(s) complained of, how it is affecting you and your work, and your reasons for believing that the conduct is discrimination, harassment, or retaliation.

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Date(s) of discrimination, harassment, or retaliation: \_\_\_\_\_

Is the discrimination, harassment, or retaliation continuing?       Yes       No

Explain: \_\_\_\_\_

List the names and contact information of each witness or individual who may have information related to your complaint or who are otherwise involved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify any documents or other evidence that you believe substantiates your complaint of discrimination, harassment, or retaliation. Attach any relevant documents and evidence.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*The last question is optional, but may assist in the investigation.*

Have you previously complained or provided information (verbal or written) about discrimination, harassment, or retaliation at the Authority? If yes, when and to whom did you complain or provide information?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I certify that I have read (or have had read to me) the foregoing complaint and know the contents of this complaint; and that the foregoing is true and correct, based on my current knowledge, information, and belief.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**AGENDA ITEM NO. 15**

**Amendment of ACAA Personnel Handbook**

AGENDA ITEM NO: 15  
MEETING DATE: January 13, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Administration*

Contact Person: *Peter F. Stuto, Esq. Acting Chief Executive Officer*

**PURPOSE OF REQUEST:** *Amendment of ACAA Personnel Handbook*

**CONTRACT AMOUNT:**

Total Contract Amount: N/A

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes\_\_\_ No\_\_\_ NA ✓

**JUSTIFICATION:**

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

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*The update includes the following policies required by New York State: Disability and Pregnancy Accommodation Policy; Religious Accommodation Policy; Reproductive Health Decision Making; Immigration Act Requirement; Reference Checks and Airborne Infectious Disease Exposing Prevention Plan. Also makes other technical corrections.*

**SUBJECT TO APPROVAL COUNSEL:** YES ✓

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

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

# ALBANY COUNTY AIRPORT AUTHORITY

## PERSONNEL HANDBOOK

Adopted: 9/19/1994  
Amended: 11/13/1997  
Amended: 3/4/1998  
Amended: 12/7/1998  
Amended: 7/11/2005  
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Amended: 02/04/2013  
Amended: 12/12/2016  
Amended: 04/22/2019  
Amended: 07/12/2021  
Amended: 11/06/2024 01/13/2025

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## 1.0 INTRODUCTION

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

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

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

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

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

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

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

## 2.0 EMPLOYMENT PRACTICES

### 2.1 EQUAL EMPLOYMENT OPPORTUNITY

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

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

### 2.2 INTERNAL COMPLAINT PROCEDURE

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

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

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

### 2.3 ~~HARASSMENT~~ DISABILITY AND PREGNANCY ACCOMMODATION POLICY

The Authority is committed to providing equal employment opportunities to qualified individuals with disabilities. As part of this commitment, Authority will provide reasonable accommodations to applicants and employees if the reasonable accommodation would allow the individual with a disability to perform the essential functions of the job, except where such an accommodation would create an undue hardship for the Authority. Similarly, the Authority will provide reasonable accommodations to address an applicant or employee's temporary limitations resulting from a physical or mental condition related to pregnancy, childbirth, and related medical conditions, except where an accommodation would create an undue hardship for the Authority.

An employee who believes he or she needs an accommodation under this policy is responsible for requesting the accommodation from his or her supervisor or the CEO. The Authority will engage in the interactive process with the employee and may, to the extent permitted under applicable law, require the employee to submit documentation supporting his or her request.

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

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

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

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

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

~~All employees should be aware of the following:~~

- ~~1. Sexual harassment is strictly prohibited. The Equal Employment Opportunity Commission defines sexual harassment as: Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct is used as a basis for employment decisions, or when such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating intimidating, hostile or offensive work environment. Employees are cautioned that remarks that they may view as humorous may, in fact, be perceived as offensive or intimidating to the recipient. Authority employees should avoid making any comments of a sexual nature to or about another employee.~~
- ~~2. Managerial personnel are responsible for assuring that no staff member is subject to conduct which constitutes sexual or any other forms of harassment.~~
- ~~3. Employees found to have engaged in sexual or any other forms of harassment shall be subject to corrective action, up to and including discharge.~~
- ~~4. The results of an investigation will be treated as confidential and, to the extent practicable, if not in conflict with the purposes of this policy, the Authority will protect the privacy of its employees from unnecessary disclosure of such information.~~
- ~~5. Employees who bring forth complaints, in good faith under this policy, will not be retaliated against.~~
- ~~6. All determinations herein will be made from facts on a case by case basis.~~

#### 2.4 ~~CORRECTIVE ACTION~~ RELIGIOUS ACCOMMODATION POLICY

The Authority does not discriminate against applicants or employees because of religion. Consistent with this commitment, the Authority will provide a reasonable accommodation of an applicant's or employee's sincerely-held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for the Authority.

An employee who believes he or she needs a religious accommodation is responsible for requesting the accommodation from his or her supervisor or the CEO. The Agency will engage in the interactive process with the employee and may, to the extent permitted under applicable law, require the employee to submit documentation supporting his or her request.

#### 2.5 REPRODUCTIVE HEALTH DECISION MAKING

The Authority is committed to complying with the requirements of Section 203-e of the New York Labor Law, which protects employees on the basis of reproductive health decision making. For purposes of this policy, reproductive health decision making includes, but is not limited to, the decision to use or access a particular drug, device, or medical service.

##### Access to Personal Information

It is unlawful for the Authority to access an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, without prior informed affirmative

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written consent from the employee. Accordingly, the Authority will not access such information without first obtaining such informed affirmative written consent.

#### Discrimination and Retaliation Are Prohibited

Discrimination and retaliation on the basis of an employee's or an employee's dependent's reproductive health decision making is unlawful and will not be tolerated at the Authority. Employees have a right to be free from discrimination and retaliation with respect to compensation, terms, conditions, or privileges of employment, because of or on the basis of their own or their dependent's reproductive health decision making.

For purposes of this policy, an act of retaliation includes discharge, suspension, demotion, or otherwise penalizing an employee for: (i) making or threatening to make a complaint to an employer, co-worker, or to a public body alleging a violation of his/her rights under this law; (ii) causing any proceeding under or related to this law to be instituted; or (iii) providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule or regulation by the Authority.

#### Waiver

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

The Authority will not require employees to sign a waiver or any other document which purports to deny employees the right to make their own reproductive health care decisions.

#### Remedies

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

Employees who believe that their rights under this policy or the law have been violated are encouraged to make a report to their supervisor or the CEO as soon as practicable. The Authority will promptly investigate any reports and take appropriate remedial action. Any employees who violate this policy,

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including supervisors and managers, will be subject to discipline, up to and including termination of employment.

Employees may also bring a civil action alleging a violation of their rights and seek remedies (including, but not limited to, reinstatement, injunctive relief, back pay, benefits, attorneys' fees, costs, liquidated damages, etc.).

## 2.6 IMMIGRATION ACT REQUIREMENTS

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, the Authority is committed to employing individuals who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If an employee is authorized to work in this country for a limited period of time, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Authority.

### **2-52.8 PERSONNEL RECORDS**

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

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

It is the employee's responsibility to inform the Chief Executive Officer or his/her designee of changes in information such as name, address, telephone number, marital status, beneficiary designations, emergency contacts, and specific health or medical problems which affects the employee's ability to perform the duties of his/her position.

### **- 2-62.9 REFERENCE CHECKS**

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

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

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2.7.2.10 SMOKING

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

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

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

2.8.2.11 DRUG FREE WORKPLACE

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

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee engaging in such prohibited activities shall be subject to disciplinary actions, up to and including dismissal. Each employee, by accepting employment at the Authority agrees to abide by these prohibitions and agrees to notify the employer of any criminal drug statute conviction for a violation occurring no later than five days after such conviction.

2.9.2.12 REPORT WRONGDOING - PROTECTION FROM RETALIATION

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

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

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

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

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

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



## 2.10-2.13 VEHICLE USE POLICY

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

### Chief Executive Officer Vehicle

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

### Air Rescue Fire Fighting Vehicles

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

### Airport Operations and Maintenance Vehicles

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

### Record Keeping

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

## 2.11-2.14 COMPUTER USAGE POLICY

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

The objectives are threefold:

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

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

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

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

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

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

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

The following activities are expressly prohibited:

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

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

Employees should not expect privacy with respect to any of their activities using Authority-provided Internet access or services. Authority reserves the right to review any files, messages, or communications sent, received or stored on the Authority's computer systems. In addition, employees

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are hereby expressly advised, in accordance with § 52-c of the New York Civil Rights Law, any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems may be subject to monitoring by the Authority at any and all times and by any lawful means.

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

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

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

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

### ~~2.12~~ 2.13 INTERNET AND EMAIL POLICY

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

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

#### Software Access Procedure

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

#### Internet Usage

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

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

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

#### Email Usage at Authority

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Email is also to be used for Authority business only. Authority confidential information must not be shared outside of the Authority, without authorization, at any time. You are also not to conduct personal business using the Authority computer or email.

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

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

#### Emails That Discriminate

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

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

#### Authority Owns Employee Email

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

### 2.132.14 FINANCIAL DISCLOSURE STATEMENTS

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

### 2.142.15 WORKPLACE VIOLENCE PREVENTION POLICY AND INCIDENT REPORTING

The Albany County Airport Authority is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on the Albany County Airport Authority's property will be thoroughly investigated and appropriate action will be taken, including summoning criminal justice authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients, following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

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

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

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

### 3.0 COMPENSATION AND SALARY ADMINISTRATION

#### 3.1 PHILOSOPHY AND OBJECTIVES

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

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

The CEO, at his/her discretion, may grant newly-hired employees advanced standing in regards to the allotment and accumulation of vacation leave (see Section 4.3) and/or sick leave (see Section 4.4). In making a determination as to whether to grant such advanced standing, the CEO will consider the standing of current employees with commensurate experience, and the experience level of the newly-hired employee.

#### 3.2 JOB CLASSIFICATION

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

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

~~—Executives/Managers~~

~~\* Principal duty is managing Authority.~~

~~\* Has authority to select, train, plan, assign work, assess, discipline and handle grievances.~~

~~\* Exercises discretion regularly.~~

~~\* As a rule of thumb, an employee who spends at least 50 percent of time devoted to managing nonexempt employees and key policy development is likely be considered an "Executive" employee (although the percentage of time spent on such duties is a helpful guide, it is not the only factor considered.)~~

~~—Administrative Employees~~

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

~~Professional~~

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

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

### 3.3 EMPLOYEE CLASSIFICATION

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

1. Regular Full-Time Employee -- a salary employee who is normally scheduled to work at least 40 hours per week.
2. Regular Part-Time Employee a salary employee hired on or after January 1, 2017ho is normally scheduled to work less than 40 hours per week, but at least 30 hours per week. Any salary employee hired prior to January 1, 2017 who is normally scheduled to work less than 40 hours per week but at least 21 hours per week shall also be considered a Regular ~~PartTime~~Part-Time Employee.
3. Hourly Part-Time Employee -- an hourly employee who is normally scheduled to work less than 30 hours per week. Any hourly employee hired prior to January 1, 2017 who is normally scheduled to work less than 21 hours per week shall also be considered an Hourly Part-Time Employee.
4. Temporary Employee -- an employee hired temporarily for a specific period, not to exceed one year, to complete a specific project(s).

5. Intern -- a high school, college or university student hired for a specific period, not to exceed one year, to complete a specific project(s) related to his or her field of interest or major.

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

### 3.4 SALARY ADMINISTRATION

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

### 3.5 WORK WEEK

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

### 3.6 HOURS OF WORK

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

### 3.7 FLEXTIME

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

### 3.8 ~~3.8~~ OVERTIME

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

- ~~1-~~ Compensatory Time
  - ~~\*~~ A non-exempt Regular Full-Time Employee working overtime will have the option to use their compensatory time within the current payroll time period. Any compensatory time not used within the current payroll time period will be paid based on when earned as described below.
- ~~2-~~ Normal Work Week
  - ~~\*~~ An overtime rate of 1-1/2 times the regular compensation rate is paid for hours worked over 40 hours per week (see exception under Absence from Work below).
- ~~3-~~ Weekends



- \*A premium rate of 1-1/2 times the regular compensation rate is paid after 40 hours for work performed Saturday or Sunday. Example: 40 hours worked Monday through Friday, 7 hours worked Saturday. Regular rate is \$10.00/hour. Pay for Saturday will be \$15.00/hour. (See exception under Absence from Work below).
- ~~4.~~ Holidays
  - \*A premium rate of 2 times the regular compensation rate is paid for work performed on a paid holiday. The employee is paid for the holiday plus one times his/her rate for the hours worked. Example: Regular rate is \$10.00/hour. Employee works on Labor Day. Rate for hours worked on Labor Day is \$20.00/hour.
- ~~5.~~ Absence from Work
  - \*Time taken for sick, bereavement, compensatory time or personal days is not counted as time worked in calculating overtime and weekend premium pay at 1-1/2 times the regular compensation rate. Example: 28 hours worked Monday through Thursday, paid sick day taken Friday (8 hours). Employee works 10 hours Saturday. Regular rate is \$10.00/hour. Rate for 8 hours worked Saturday is \$10.00/hour, rate for the remaining 2 hours worked Saturday is \$15.00/hour.
  - \*Time taken for vacation, holidays, jury duty or due to the Authority closing because of inclement weather is counted in calculating overtime and premium pay.

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

### 3.9 SALARY PAYMENT

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

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

### 3.10 DIRECT DEPOSIT

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

## 4.0 ATTENDANCE/ABSENCE

### 4.1 ATTENDANCE AND PUNCTUALITY

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

All employees shall be required to punch in and out using the Nova Biometric Time System which will generate an Employee time Report. Employees are required to electronically submit their time reports

to their supervisor for approval on a semi-monthly basis. The Employee Time Report includes hours worked and leave taken on a daily basis.

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

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

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

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

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

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

#### 4.2 HOLIDAYS

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

The following are the days observed by the Authority:

- New Year Day                      ~~Martin Luther King Day~~                      ~~Presidents Day~~
- Martin Luther King Day
- Presidents Day
- Memorial Day                      ~~Independence Day~~ -                      ~~Labor Day~~
- Independence Day
- Labor Day
- Columbus Day                      ~~Veterans Day~~ -                      ~~Thanksgiving~~
- Veterans Day =
- Thanksgiving
- Day After Thanksgiving - ~~Christmas Day~~                      ~~Juneteenth\*~~
- Christmas Day

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- Juneteenth\*

Discretionary Days - 1 Day

*\*Pursuant to NYS Law (S.8598/A.10628)*

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

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

January 1 to March 31	1 <del>Day</del> <u>day</u>
April 1 to September 30	<del>1/2 Day</del> <u>1/2 day</u>
October 1 to December 31	0 <del>Days</del> <u>days</u>

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

4.3 VACATION LEAVE

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

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

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

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

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

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

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- First Year - Employees are credited each pay period worked with three and one-third hours of vacation during the first year of employment up to a maximum of 10 days.
- Second through the Ninth Year - Employees are credited each pay period worked with five hours of vacation up to a maximum of 15 days for each year.
- Tenth through Nineteenth Year - Employees are credited each pay period worked with six and ~~three-quarters~~three-quarters hour of vacation up to a maximum of 20 days for each year.
- Twenty or More Years - Employees are credited each pay period worked with eight and one third hours of vacation up to a maximum of 25 days for each year.

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

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

#### 4.4 SICK LEAVE

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

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

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

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

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

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

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

Extended Sick Leave

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

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

4.5 PERSONAL LEAVE

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

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

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

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

<del>January 1 to March 15</del>	-	-	<del>5 days</del>
<del>March 15 to May 31</del>	-	-	<del>4 days</del>
<del>June 1 to August 15</del>	-	-	<del>3 days</del>

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- ~~August 16 to October 31~~ - ~~2 days~~
- ~~November 1 to November 30~~ - 1 day
- ~~December 1 to December 31~~ - 0 days

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

#### 4.6 JURY DUTY

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

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

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

#### 4.7 BEREAVEMENT

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

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

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

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

#### 4.8 MILITARY SERVICE

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

#### 4.9 WORKERS COMPENSATION

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

#### 4.10 LEAVE OF ABSENCE WITHOUT PAY

In the discretion of the Authority, employees may be granted a leave of absence without pay for a period not exceeding one (1) year, with the consent of the Chief Executive Officer. Employees who are

granted leave without pay will not accumulate any sick or vacation credits while on leave. Employees may continue participation in the Authority's benefit programs to the extent permitted by the plans by paying the costs of the plans on a monthly basis. Leaves of absences may be extended beyond one year with the approval of the Authority Board.

#### 4.11 FAMILY MEDICAL LEAVE ACT ("~~FMLA~~")

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

- A. An "FMLA leave of absence" shall be defined as an approved absence available to an eligible employee for up to twelve (12) weeks\* of leave in a rolling 12-month period under particular qualifying circumstances. Leave may be taken:
1. Upon the birth of the employee's child\*\*;
  2. Upon placement of a child with the employee for adoption or foster care\*\*;
  3. When the employee is needed to care for a child, spouse or parent who has a serious health condition;
  4. When the employee is unable to perform the essential functions of his/her position because of his/her own serious health condition;
  5. When the employee is needed due to a qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or called to active duty status; or
  6. When the employee is needed to care for a covered service member with a serious injury or illness.\*

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

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

#### B. Definitions

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

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

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

1. ~~(a)~~ A current member of the armed forces (including a member of the National Guard or Reserves), who is undergoing medical treatment, recuperation or therapy, is otherwise

in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or

2. ~~(b)~~ A veteran who was a member of the armed forces (including National Guard or Reserves), was discharged or released under conditions other than dishonorable, and was discharged within 5 years of the date the employee takes FMLA leave to care for him/her, and is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

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

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

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

B. ~~C.~~ Eligibility

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

C. ~~D.~~ Certification/Documentation

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

D. ~~E.~~ Intermittent Leave

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

E. ~~F.~~ Notice and Reporting Requirements

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

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



F. ~~G.~~ Benefit Entitlement While on FMLA Leave

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

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

G. ~~H.~~ Procedures

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

4.12 LEAVE REQUIRED BY LAW

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

4.13 SPECIAL LEAVE FOR EXTRAORDINARY CIRCUMSTANCES

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

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

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

4.14 ~~LEAVE DONATION PROGRAM~~ LEAVE DONATION PROGRAM

A. Purpose.

A regular employee ~~absent~~absence from work, due to personal illness or due to the need to provide care to an immediate family member suffering from a serious health condition, who has exhausted all accumulated sick, personal, discretionary holiday, and vacation leave credits and has also exhausted the maximum grant of advanced sick leave may petition the Chief Executive Officer to participate in the Albany County Leave Donation Program. This program authorizes the Airport Authority to solicit an employee's coworkers for the

donation of personal, vacation, and (in some instances) credits to be transferred to the ill employee's sick leave account. Leave donation is a voluntary program and an ill employee may elect not to participate.

B. ~~B.~~ Eligibility to Receive Donations.

To be eligible for donated leave, an employee must:

1. have completed: (a) one year of full-time service, (b) two years of part-time service, or (c) an equivalent combination of full- and part-time service; and
2. have exhausted all sick, personal, floating holiday, and vacation leave credits and,
3. have not been the beneficiary of donated leave in the twelve months preceding the request; and
4. suffer a personal illness, unrelated to an occupational accident or occupational disease, with an anticipated duration of 30 calendar days or more or be needed to provide care to a seriously ill immediate family member whose period of disability is expected to continue beyond 30 calendar days.

C. Donation of Leave.

Employees with one continuous year of service time may donate vacation leave, personal leave, and discretionary holiday credits to employees participating in this program. Credits must be donated in full hour increments, except discretionary holiday time which must be donated in full day increments. Leave is donated in units of time, not in cash equivalents of time (i.e., the salaries of the giving and receiving individuals do not impact the amount of time reduced or credited). Donated leave time is credited only to the sick leave account of the employee for whom donations were solicited and, if not exhausted by that individual, is prorated back.

D. Medical Certification.

An employee wishing the Albany County Airport ~~Authority~~Authority to conduct a solicitation for donated leave must provide medical certification consistent with the granting of regular sick leave. In addition, such certification must provide an estimate of the anticipated duration of the medical disability for which the request is made. Updated medical certification should be provided every thirty (30) calendar days during the period of absence.

E. The Solicitation Process.

The donated leave program shall be administered by the Department of Human Resources, which shall conduct all solicitations for leave in a non-intrusive, fully voluntary manner. The solicitation process used by the Department of Human Resources is outlined below:

1. The employee or employee's family member shall make written request to the Chief Executive Officer indicating a desire to participate. Such request shall include a medical certification of illness, the anticipated duration of illness, and confirm the employee's eligibility to participate.
2. The requesting employee may, at his or her request, limit the scope of the solicitation to certain employees. Otherwise, the solicitation shall be addressed to all Airport Authority employees.

3. The request will be reviewed by the Chief Executive Officer or his/her designee, who shall certify the employee's eligibility to participate and prepare a standard notice to be distributed to all Airport Authority employees.
  - a) The standard notice form shall include the following information:
    - (1) Employee's name, job title, and department.
    - (2) The amount of donated leave sought.
    - (3) Whether this is the first or second solicitation.
    - (4) Whether donated time is to be coordinated with disability insurance benefits.
    - (5) Whether leave is requested for the employee's own personal illness or to attend to the illness of a member of the employee's immediate family.
    - (6) Designation of a ten working day period during which donations will be accepted.

A brief description of the circumstances and nature of the disability for which donated leave is being requested.

- b) The description of the circumstances and nature of the disability for which leave is sought will be short and to the point. The precise wording used in the notice shall be approved by the employee prior to its release. In approving the release, the employee shall be deemed to have knowingly waived any confidentiality rights pertaining to the medical condition. The employee shall agree to not use the disclosure of a medical condition contained in a standard solicitation notice as evidence of the Airport Authority's violation of the employee's privacy or as evidence in a legal action alleging discrimination on the basis of disability or perceived disability.
4. The agreed upon solicitation notice shall then be forwarded to the appropriate Airport Authority employees. The Chief Executive or his/her designee shall notify the Authority employees of the donation request by posting in a prominent location or by providing copies to employees. Under no circumstances shall employees be pressured to donate leave. Department Heads, supervisors, and co-workers shall limit their involvement in the solicitation process to informing employees of the existence of the solicitation notice. They are to refrain from conducting personal solicitations or campaigns on the beneficiary's behalf or from offering opinions on whether leave should or should not be donated.
5. Donations shall be made using a form promulgated for this purpose by the Human Resources. The confidentiality of leave donations shall be respected. Only personnel who must process the required transactions and maintain leave balances "need to know" who has donated leave. The identity of the donor should not be revealed to the employee receiving the donation.

6. Donations shall be processed as they arrive at the Department of Human Resources until
7. either: (a) the full amount of leave sought by the employee from the solicitation is obtained, or (b) the open period for donation has expired, whichever event occurs first.
8. If it is determined that the absence must extend beyond the period for which paid leave credits have been donated, a second solicitation may be authorized by the employee requiring leave. No more than two solicitation may be made per employee for a maximum of two hundred sixty (260) calendar days per twelve (12) month period.

F. Use of Donated Leave.

Except as provided for below, donated leave must be used in full day increments.

1. Coordination with Disability Insurance. An employee, who is collecting replacement wages through an employer-paid disability insurance, shall expend donated leave on a reduced schedule so that weekly net earnings during the period covered by donated leave do not exceed the weekly net earnings enjoyed by the employee while working. For this purpose, weekly net earnings ~~is~~ are defined as the employees weekly gross earnings minus all federal and state taxes, health insurance deductions (including any Section 125 unreimbursed medical account premium), and mandatory deductions from salary (e.g., court ordered garnishments, etc.). However, wholly discretionary deductions (e.g., auto insurance premiums, credit union deductions, etc.) shall not be included in the calculation of weekly net earnings for this purpose.

G. Health Insurance Contributions.

Employees on a reduced leave schedule shall contribute toward their health and dental insurance premiums consistent with the normal rules.

H. Accrual of Paid Leave Time.

Employees using donated leave do not earn vacation, personal, discretionary holiday, or sick leave credits.

I. Family and Medical Leave Act (FMLA) Coordination.

Donated leave shall run concurrent with unpaid FMLA leave.

J. Limit on Total Duration of Absence.

Donated leave may not be used to extend an employee's total absence from work (to include all periods of absence covered by other paid or unpaid leaves) beyond twelve months.

4.15 PAID LEAVE FOR CANCER SCREENINGS

The Authority provides paid time off to allow for cancer screenings. Regular Full-Time and Regular Part-Time employees are eligible for cancer screening leave. The cancer screening leave is 4 hours annually. Cancer screening leave shall not be cumulative nor liquidated by cash for unused leave at the time or separation, retire<sub>e</sub>, or death.

## 5.0 BENEFITS

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

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

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

### 5.1 CAFETERIA BENEFIT PLAN FLEXIBLE SPENDING ACCOUNTS (FSA)

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

### 5.2 HEALTH INSURANCE

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

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

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

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

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### 5.3 DENTAL INSURANCE

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

### 5.4 AFLAC PERSONAL CANCER INDEMNITY PLAN/AFLAC ACCIDENT INDEMNITY PLAN

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

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

### 5.5 EMPLOYEE RETIREMENT PLAN

The Authority is a participating employer in the New York State and Local Employee's Retirement System. The Authority also offers the Optional Retirement Programs established under the NYS Retirement and Social Security Law and NYS Education Law to eligible employees.

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

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

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

### 5.6 DEFERRED COMPENSATION PROGRAM

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

## 5.7 UNEMPLOYMENT INSURANCE

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

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

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), all employees and their qualified beneficiaries covered by a group health plan have the right to elect to continue their group coverage if such coverage ceases due to a qualifying event such as death of employee, termination of employment (other than for gross misconduct), reduction of hours, divorce or legal separation, entitlement to Medicare or loss of dependent status. Coverage may be continued for a minimum of 18 months in the event of termination of employment or 36 months for other qualifying events. COBRA coverage may be extended for an additional 11 months if the employee or any covered dependent are disabled at the time of termination. The total cost of continuing coverage is assumed by the employee. Additional information on COBRA is available through the Chief Executive Officer or his/her designee.

## 5.9 PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)

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

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

## 5.10 CONTINUING EDUCATION

The Authority has established an education assistance program for full time regular employees.

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

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

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

## 6.0 TRAVEL AND EXPENSE REIMBURSEMENTS

### 6.1 AUTHORIZATION

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

### 6.2 AIR TRAVEL

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

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

### 6.3 CAR RENTAL

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

### 6.4 TAXI, LIMOUSINE, CAR SERVICE

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

### 6.5 USE OF PERSONAL CAR

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

### 6.6 OTHER TRAVEL METHODS

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

### 6.7 MEALS

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

### 6.8 LODGING

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

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

## 6.9 REIMBURSEMENT

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

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

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

## 7.0 TERMINATION

### ~~7.1 INVOLUNTARY TERMINATION~~

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

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

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

### 7.2 VOLUNTARY TERMINATION

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

### 7.3 SALARY AND BENEFIT PAYMENTS

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

### 7.4 SEVERANCE PAY

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

### 7.5 EXIT INTERVIEW

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

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

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

## 7.6 RETIREMENT

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

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

## 7.7 HEALTH INSURANCE BENEFITS FOR RETIREES

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

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

8.0 ALBANY COUNTY AIRPORT AUTHORITY OTHER POST-EMPLOYMENT BENEFIT PLAN (OPEB)

8.1 HEALTH INSURANCE CONTINUATION FOR ELIGIBLE RETIREES

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

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

a. Retiring Employees.

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

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

(b) The employee was eligible to participate in the health insurance benefits program during each year of his or her years of qualifying Authority service; and

(c) The employee is age fifty-five (55) or older.

(2) Contribution Requirements. Any Employee who meets all the eligibility criteria indicated above must contribute toward his or her retiree continuation coverage at a percentage

rate commensurate to that required when he or she was an active employee. Upon retirement, any unused sick leave credits may be applied to insurance premiums during retirement, as similarly administered by the New York State and Local Retirement System.

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

- B. **Important Terms and Conditions.** The following terms and conditions are applicable to all retiring employees.
  1. **Employees Participating in Health Insurance Buy-Out.** The health insurance buy-out option may not be continued in retirement. Retirees enrolled in the health insurance buy-out have thirty (30) days from their last day worked in which to re-enter the Authority health insurance program and qualify for retiree health insurance benefits. After thirty (30) days from the last day worked, benefits are considered forfeited.
  2. **Dental Insurance.** Dental Insurance is not continued in retirement. A limited period of dental insurance continuation may be available to new retirees through COBRA, however.
  3. **Spousal/Domestic Partner/Dependent Coverage.** Spouses, domestic partner and eligible dependents of Authority retirees (employees) remain covered as long as the retiree maintains an active enrollment. At the time of death of a retired or active Authority employee, spouse, domestic partner and dependent coverage may be extended as follows:
    - a. If the Employee dies while on the Authority payroll or in retirement, the enrolled spouse, domestic partner and enrolled dependents will continue to receive health insurance coverage without charge for five semi-monthly payroll periods beyond the payroll period for which the Employees last health insurance deduction was taken at no cost to the spouse, domestic partner or enrolled dependent(s).
    - b. The un-remarried enrolled spouse, domestic partner and eligible dependents may be allowed to continue health insurance coverage after the extended benefits period ends, as set forth below. If the un-remarried spouse, domestic partner or eligible dependents are eligible for dependent survivor coverage but choose not to participate or fail to make the required payments, health insurance coverage will end permanently. The un-remarried spouse, domestic partner and eligible dependents may not re-enroll in the health insurance program.
    - c. Whether the un-remarried spouse, domestic partner and eligible dependents of an Employee who dies as an active employee, are eligible to continue health insurance coverage after the expiration of the five semi-monthly payroll periods, and what their premium will cost depend on the following circumstances:

If the Employee died as a result of a work-related illness or injury, regardless of the Employee's age at the time of death or length of service, the Authority will pay 100 percent of the cost of health insurance coverage up to the cost of the premium for the unmarried

spouse, domestic partner and eligible dependents as long as they remain eligible.

- d. Upon death of a retiree or an active Employee whose death was not the result of a work-related illness or injury, the premium contribution shall be as follows:

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

If the un-remarried spouse, domestic partner loses eligibility or dies, your enrolled dependents may continue their coverage under the same terms as set forth above as dependent survivors until they no longer meet the eligibility requirements as dependents. If they no longer meet these requirements, they may enroll through the Consolidated Omnibus Budget Reconciliation Act (COBRA) which is a Federal continuation of coverage law or convert to a direct-pay contract.

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

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

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

1. Medicare Coordination. When a retiree or spouse who is receiving Authority health insurance benefits becomes eligible for Medicare coverage, the retiree must apply for (both parts "A" and "B") of such coverage. Failure to apply for both parts of Medicare may result in forfeiture of Authority retiree health insurance continuation privileges. The Department of Human Resources may require documentation substantiating a retiree's enrollment in Medicare.
2. Open Enrollment. Like active employees, retirees may elect to change their health insurance option during the designated "open enrollment period." Retirees interested in changing their selected health insurance option should contact the Benefits Unit of the

Division of Personnel Services during the month of October to request any required change forms. Changes will be effective on January 1 of the next year.

3. Annual Revision of Rates. Retirees who are required to pay premium contributions should expect annual adjustments in the dollar amounts of their contributions. Generally, new premium rates are effective for each carrier on January 1.
4. Notification of Change of Address. It is very important that retirees regularly update their addresses with both their insurance carrier and the Benefits Unit of the Division of Personnel Services. Failure to keep one's address up to date may lead to the inadvertent cancellation of coverage. Periodically, important mailings concerning health insurance benefits are distributed to Authority retirees.

Adopted: 12/7/09

Amended: 2/1/10

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

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

CODE OF ETHICS

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

## 1. DEFINITION

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

## 2. RULES WITH RESPECT TO CONFLICTS OF INTEREST

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

## 3. STANDARDS

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

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

#### 4. VIOLATIONS

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



II ~~I~~ **STANDARD OF CONDUCT**

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

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

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

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

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

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

- a. ~~1.~~ Handling of Authority Assets: Each employee is personally responsible and accountable for the proper handling of Authority assets entrusted to him or her and for the proper use for Authority benefit of property over which he or she has control.
- b. ~~2.~~ Communications with The Media: Communications on behalf of the Authority with the media must be made only by specifically designated representatives of the Authority. Unless expressly authorized to make such communications, an employee who receives an inquiry relating to the Authority from the media should refer it to the Chief Executive Officer.
- c. ~~3.~~ No Disclosure of Nonpublic Information: If an individual is aware of any material information relating to the Authority that has not been made available to the public, he or she must not disclose such information to any other person without prior authorization from the Authority. Some (not all) of the information may relate to contract negotiations, pending litigation developments, pre-bid solicitations, significant financing developments, or personnel changes.
- d. ~~4.~~ Safeguarding Confidential Information: Care should be taken to safeguard the confidentiality of Authority internal information. Sensitive documents should not be left on desk or in plain view, and visitors should not be left unattended in offices or areas containing internal documents or confidential information. All information stored in the computer system, as data files or word processing documents, is to be treated as confidential information of a proprietary nature of the Authority. Only information printed out as a word processing document for purposes of public correspondence may be considered nonproprietary or non-confidential. All request for such files or documents from the media or the public should be referred to the Authority's Freedom Of Information Officer.
- e. ~~5.~~ Confidentiality of Employee Information: Information concerning employees' salaries and benefits, employee credit information, the names and addresses of employees and the employment and medical history of employees is considered confidential information and must not be revealed to anyone, including other employees of the Authority, except by the Personnel Office as required by law. In addition, no employment recommendations or references may be given or denied except by the Personnel Office.
- f. ~~6.~~ Departure from The Authority: If an employee leaves the Authority for any reason, he or she may not disclose in any way, directly or indirectly, confidential information about the Authority. In addition, all files, records, documents, information, data, and similar items relating to the business of the Authority (whether originals or copies, whether containing confidential information or not, and whether prepared by the employee or others) shall remain the exclusive property of the Authority and shall not be removed from the Authority's premises upon departure from the Authority.
- g. ~~7.~~ Use of Authority Supplies: Authority assets are to be used only for conducting Authority business or for purposes authorized by management. Employees may not take Authority supplies for personal use.

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

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

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

- a. ~~1.~~—Acceptance of Personal Benefits: There are those who may attempt to influence Authority members or employees to do things for them by providing some personal benefit. It is inappropriate for an individual to seek or accept, directly or indirectly, for his or her personal use or benefit, from any enterprise or individual doing or seeking to do business with the Authority, any of the following:
- i. ~~\*~~—Cash payments of any kind.
  - ii. ~~\*~~—Loans of money, except contractual loans from banks or other financial institutions in the normal course of business.
  - iii. ~~\*~~—Gifts or loans of goods or services.
  - iv. ~~\*~~—From time to time, around the holidays or other similar occasion, a vendor or other party with a relationship with the Authority will give or attempt to give cookies, food, candy or other like items for such holiday or occasion, to Authority staff or individuals. In no case shall Authority employees encourage such giving. In the event cookies, food, candy, or other like items are delivered to the Authority staff or an employee, the staff member or employee shall inform the CEO. The CEO may return such item, give such item to charity or put the item out for general holiday consumption for staff and the public.
- b. ~~2.~~—Providing of Personal Benefits: It is inappropriate for any individual to offer or provide, directly or indirectly, for personal use or benefit, to any party with whom the Authority is doing or seeking to do business, or who may be in a position to influence the business or financial interest of the Authority, any of the items specified in the preceding paragraph, or anything else of value in a manner that can reasonably be construed as improper.
- c. ~~3.~~—Business Entertaining: Business entertaining - particularly involving recreational activities - requires good judgment. It is common practice for present or prospective clients, vendors, and others with whom the Authority does business to offer to pay for meals, shows, athletic contest, golf outings, etc. This is particularly true as personal relationships are developed. Such activities are not strictly prohibited but are limited to group occasions where the Authority is invited to participate with others in a publicly announced event or gathering. Participating in such activities ~~can not~~cannot be accepted in exchange for some commitment to do business, nor should they be taken from the same individual or business on a scale or frequency that goes beyond good taste.
- d. ~~4.~~—Relationships with Outside Interest: It is inappropriate for an individual to have any outside interest with any business, vendor, supplier, or individual that might in any way influence the way in which the Authority does business or that would constitute a conflict of interest. It is permissible for employees to own securities in publicly traded

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

- e. ~~5.~~ **Secondary Employment:** An employee may not have a second job which interferes with the responsibilities, confidentiality or job performance of the employee's primary job or is in conflict with the Authority's business. Each employee is required to notify the Chief Executive Officer or his/her designee in advance of any other employment to ensure there is no conflict of interest.
- f. ~~6.~~ **Civic Activities:** Authority employees are encouraged to take an active part in the life of the community and to support a variety of organizations. If the activities present a possible time conflict or conflict of interest with the employee's job, the situation should be discussed with the Chief Executive Officer or his/her designee and be resolved on a case-by-case basis.

V. ~~V.~~ **TO REPRESENT THE AUTHORITY IN A MANNER THAT IS LAW ABIDING AND SENSITIVE TO THE NEEDS AND JUSTIFIABLE EXPECTATIONS OF CLIENTS, VENDORS, SUPPLIERS, LENDERS, FELLOW EMPLOYEES, OUR COMMUNITY, STATE AND NATION.**

- a. ~~1.~~—There are a large number of laws that govern the Authority's activities. Individuals must not knowingly participate in any plan or arrangement having as its purpose the violation of any applicable local, state, or Federal law. Consistent with all employee rights under the State Civil Service Laws, any employee convicted of a felony, even if unrelated to his or her employment with the Authority, may be subject to disciplinary action, up to and including termination, that reflects the nature and circumstances of the crime.

VI. ~~VI.~~ **THE ADMINISTRATION OF THE AUTHORITY'S STANDARD OF CONDUCT POLICIES ASSUMES THE HONESTY OF ALL EMPLOYEES. THE AUTHORITY'S INTENT IS TO PROVIDE INFORMATION AND GUIDELINES THAT WILL BE USEFUL IN ANSWERING QUESTIONS THAT MAY ARISE.**

- a. ~~1.~~—**Training and Indoctrination:** In order to ensure that all employees are always knowledgeable about Authority policies, there will be appropriate periodic training sessions, circulated memos, and updates to the employee manual when warranted. Copies of Authority policies will be made available to all new employees.
- b. ~~2.~~—**Compliance Procedures:** It is vital that each employee feel personally responsible for adherence to the Standard of Conduct, and be willing to not only personally conform, but to ensure that others do so as well. Therefore, when an individual becomes aware of a possible violation, there is an obligation to deal with the problem in an appropriate way, either by directly confronting the offender, or by reporting it to management. All employees will be asked, from time to time, to sign a statement certifying that they have read and that they understand this Standard of Conduct.
- c. ~~3.~~—**Violations of The Standard Of Conduct:** Persons who violate the Authority's Standard of Conduct will be subject to appropriate disciplinary and/or legal action, up to and including termination. Those individuals who choose to violate the Standard of Conduct must recognize that they will have to realize the consequence of their behavior.
- d. ~~4.~~—**Oversight by the Authority's Personnel Committee:** The Authority's Personnel Committee is charged with the responsibility of reviewing management's monitoring of

compliance with this Standard of Conduct. Periodic reports will be made by management to the Personnel Committee concerning any situations of non-compliance with this Standard of Conduct and its guidelines, and the disposition of such situations.

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ADOPTED: 11/13/97

## POLICY FOR PERFORMANCE EVALUATION

Adopted: 11/13/97

### + Overview

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

ACAA's performance evaluation system has three basic purposes:

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

### The Performance Evaluation Cycle

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

Throughout the evaluation period, supervisors and employees may meet as indicated to discuss performance and to revise or reaffirm the performance program. Circumstances which may require a meeting to discuss performance are a change in duties or priorities, a project assignment, outstanding accomplishments or performance deficiencies.

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

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

### Important Concepts

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

Updated July 12, 2021

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

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

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

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

#### ~~II-~~ The Evaluation Process

##### Supervisor-Employee Meeting-

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



### Development of Performance Program

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

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

### Checking-In-

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

### Performance Appraisal-

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

April 2019

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### Disagreements-

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

#### APPENDIX D – AIRBORNE INFECTIOUS DISEASE EXPOSURE PREVENTION PLAN (NY HERO ACT)

As per NYS HERO Act and as part of the continued efforts and commitment to the safety and health of employees, the Authority has adopted an Airborne Infectious Disease Exposure Prevention Plan. The purpose of the Airborne Infectious Disease Exposure Prevention Plan is to protect employees against exposure and disease during a government declared airborne infectious disease outbreak. Please review and be aware of the contents and location of the plan as these standards and practices will be put into place should an airborne infectious disease outbreak occur. If you have any questions, please direct them to the CEO.

**ACAA Personnel Handbook:**

Adopted: 9/19/1994

Amended: 11/13/1997

Amended: 3/4/1998

Amended: 12/7/1998

Amended: 7/11/2005

Amended: 7/10/2006

Amended: 11/5/2007

Amended: 6/8/2009

Amended: 02/01/2010

Amended: 12/6/2010

Amended: 06/06/2011

Amended: 02/04/2013

Amended: 12/12/2016

Amended: 04/22/2019

Amended: 07/12/2021

~~Amended: 11/06/2024~~

Amended: 01/13/2025

## **Old Business**

## **New Business**

**Executive Session**  
**Attorney-Client Privilege Matters**