



Minutes of the Regular Meeting of the Albany County Airport Authority

April 15, 2024

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday April 15, 2024 @ 9:00 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Samuel A. Fresina with the following present:

MEMBERS PRESENT

Samuel A. Fresina
Kevin R. Hicks, Sr. (Via Telephone)
Steven H. Heider
Sari M. O'Connor
Janet M. Thayer

MEMBERS ABSENT

Thomas A. Nardacci
John-Raphael Pichardo

STAFF

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

ATTENDEES

Ray Casey, Airport Consultant
Todd Pennington, Airport Manager, AvPorts
Carmiena Brooks, Assistant Airport Manager, AvPorts
Steven Smith, Communications Director, AvPorts
George Penn, Director of Operations
Michael Lalli, Director of Civil Service
Kevin Butterfield, Albany County Communications
Elizabeth Kalin, Albany County Communications
Beth DiBattista, VP Operations, Turner Construction
Rob Wagner, Project Manager, Turner Construction
Doveren Allen, Schenectady County Community College
Eric Savage, Schenectady County Community College
Ethan Shattack, Schenectady County Community College



Chief Shawn Noonan, Albany County Sheriff's Office
Inspector James Goss, Albany County Sheriff's Office
Brian King, Manager Million Air
Fire Chief Steve Dorsey, AvPorts
Jim O'Brien, AvPorts
Ray Camilli, AvPorts

Chair Fresina noted that there was a quorum.

General:

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

Ms. O'Connor moved to approve the minutes of March 18, 2024 meeting. The motion was adopted unanimously.

Management Reports:

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

Mr. Calderone reported on the following in his Communications Report for the month of April 2024

- Strong Financial Performance
- Upgrades to Million Air FBO
- Million Air Received - Aviation International News (AIN) National and Global Recognition

- 4. Chief Financial Officer Report**

Mr. Zonsius presented the Financial Report for the month of April 2024.

- 5. Project Development**

Mr. LaClair presented the Project Development report for the month of April 2024.

- 6. Counsel – Ms. Quinn advised that Beth DiBattista from Turner Construction provided an update at the CIC Committee meeting regarding the delay in the construction schedule. (Power Point attached.)**

- 7. Concessions/Ambassador Program**

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

- 8. Public Affairs**



Mr. Smith presented a Public Affairs report for the month of April 2024.

9. Business & Economic Development

Mr. Smith presented a Public Affairs report for the month of April 2024.

Action Items:

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

10.1 Purchase: TLD JET-16 Electric Aircraft, Baggage and Cargo Tractor Aero Specialties, 11175 W. Emerald Street, Boise, ID 83713

Mr. Zonsius recommended authorization to Purchase a TLD JET-16 Electric Aircraft, Baggage and Cargo Tractor from Aero Specialties, 11175 W. Emerald Street, Boise, ID 83713 in the amount of \$60,034.00. He advised this is an electric tractor that will be used at the FBO facility and its purchase is being expedited for the anticipated additional Belmont Stakes traffic in June.

Ms. O'Connor moved to approve the Purchase of a TLD JET-16 Electric Aircraft, Baggage and Cargo Tractor from Aero Specialties, 11175 W. Emerald Street, Boise, ID 83713 in the amount of \$60,034.00. The motion was adopted unanimously.

10.2 Purchase: Five (5) Card Readers and Six (6) Cameras for Buildings 211 and 222 (Commuteair Hangars) Convergint 14 Petra Lane, Albany, New York 12205

Mr. Zonsius recommended authorization to purchase Five (5) Card Readers and Six (6) Cameras for Buildings 211 and 222 (Commuteair Hangars) from Convergint 14 Petra Lane, Albany, New York 12205 in the amount of \$70,180.10. He advised the card readers will replace existing cipher locks and allow the Operations Center to remotely control entryway access. Security will be further enhanced with the addition of cameras that will allow for visual surveillance at entry points. This purchase is authorized pursuant to Procurement Policy, Section 2.11(ii), centralized contract NYS Security Contract #PT68778.

Mr. Heider moved to approve the purchase of Five (5) Card Readers and Six (6) Cameras for Buildings 211 and 222 (Commuteair Hangars) from Convergint 14 Petra Lane, Albany, New York 12205 in the amount of \$70,180.10. The motion was adopted unanimously.

10.3 Purchase: Building 300 (Cargo Building) - Six (6) Card Readers and Three (3) Cameras Convergint 14 Petra Lane, Albany, New York 12205

Mr. Zonsius recommended authorization to purchase- Six (6) Card Readers and Three (3) Cameras for Building 300 (Cargo Building) from Convergint 14 Petra Lane, Albany, New York 12205 in the amount of \$ 67,719.37. He advised the card readers will replace



existing cipher locks and allow the Operations Center to remotely control entryway access. Security will be further enhanced with the addition of cameras that will allow for visual surveillance at entry points. This purchase is authorized pursuant to Procurement Policy, Section 2.11(ii), centralized contract NYS Security Contract #PT68778.

Ms. O'Connor moved to approve the purchase- Six (6) Card Readers and Three (3) Cameras for Building 300 (Cargo Building) from Convergent 14 Petra Lane, Albany, New York 12205 in the amount of \$ 67,719.37. The motion was adopted unanimously.

10.4 Purchase: One (1) New Holland – TS6110 CAB 4WD One (1) Alamo Boom Mower – 22' Machete, Capital Tractor INC., 1135 State Route 29, Greenwich, New York 12834 *Note Michael Zonsius advised the Board in his report at the 05/09/2024 Board meeting that the purchase price increased by \$2,737. LCharland 05/09/2024*

Mr. Zonsius recommended authorization to approve the purchase of one (1) New Holland – TS6110 Cab 4WD Tractor and one (1) Alamo Boom Mower – 22' Machete in the amount of \$149,614.81. He advised this tractor/mower will replace M-84 that is 22 years old and beyond its useful life. This tractor/mower will be used for vegetative management purposes. The purchase is authorized pursuant to Procurement Policy, Section 2.11(ii), centralized contract NY OGS Contract #PC68200-Alamo and #PC69377-New Holland.

Ms. O'Connor moved to approve the purchase of one (1) New Holland – TS6110 Cab 4WD Tractor and one (1) Alamo Boom Mower – 22' Machete in the amount of \$149,614.81. The motion was adopted unanimously.

10.5 Professional Services Contract: Contract No. S-1170 for Aviation Related Legal Services with Anderson & Kreiger, LLP

Ms. Quinn recommended authorization to award Professional Services Contract S-1170 for Aviation Related Legal Services to Anderson & Kreiger, LLP according to the fee schedule attached to response to RFQ. He advised Anderson & Kreiger, LLP will render legal services from time to time that may include but are not limited to preparation, review and compliance with federal laws and the Federal Aviation Administration (“FAA”) regulations regarding Airline Use and Lease Agreements, Property Leases, Contract Agreements, Air Carrier Incentive Program, Intergovernmental Agreements, Rates and Charges and Other Regulatory Agreements as assigned.

Ms. Thayer moved to approve Professional Service Contract S-1170 for Aviation Related Legal Services to Anderson & Kreiger, LLP according to the fee schedule attached to the RFQ response. The motion was adopted unanimously.

10.6 Approval of Supplemental Agreement No. 2 to Contract No. S-21-1082 Design Services for the Terminal Pre-TSA Expansion to CHA Companies.

Mr. LaClair recommended authorization to award Amendment No. 2 to the Professional Services Contract S-21-1082 Design Services for the proposed Terminal Pre-TSA Expansion in the amount of \$500,000.00 to CHA Companies of Albany, New York.



He advised the ACAA received a grant from NYSERDA to explore the feasibility of Geo-Thermal energy being used to heat/cool the Terminal. CHA will provide recommendation for geo thermal well sites, thermal loading capacities for the wells, pump requirements and viable routing for the piping required to connect the wells to the Terminal HVAC. Additionally all electrical needs will be included in the study.

Mr. Heider moved to approve the award of Amendment No. 2 to the Professional Services Contract S-21-1082 Design Services for the proposed Terminal Pre-TSA Expansion in the amount of \$500,000.00 to CHA Companies of Albany, New York. The motion was adopted unanimously.

10.7 Purchase: One (1) 2024 Chevrolet Tahoe 4WD 4dr Commercial - Joe Basil Chevrolet, Inc. 5111 Transit Rd. Depew, New York 14043

Ms. Quinn recommended authorization to approve the purchase of One (1) 2024 Chevrolet Tahoe 4WD 4dr Commercial - Joe Basil Chevrolet, Inc. 5111 Transit Rd. Depew, New York 14043 in the amount of \$52,950.00. She advised the One (1) Chevrolet Tahoe 4WD 4 dr Commercial will replace the current vehicle that was damaged beyond repair in an on airport vehicular accident (no injuries) on March 23, 2024. Purchase is made under OGS Contract.

Ms. Thayer moved to approve the purchase of One (1) 2024 Chevrolet Tahoe 4WD 4dr Commercial - Joe Basil Chevrolet, Inc. 5111 Transit Rd. Depew, New York 14043 in the amount of \$52,950.00. The motion was adopted unanimously.

11. Authorization of Change Orders

11.1 Change Order No. 1 to Construction Contract 23-1146 for Airport Access Gates and Operators and Power Controls to Access Anvil Corp.

Mr. LaClair recommended authorization to approve Change Order No. 1 to Construction Contract 23-1146 for Airport Access Gates and operators and Power Controls to Access Anvil Corp. in the amount of \$237,188.86.

He advised this Change Order includes replacing the magnetic loops with microwave optic sensors at operator gates, additional wiring needed to connect the sensors and additional bollards to protect the sensors. Additionally there is a credit for not purchasing and installing the magnetic loops.

Ms. Thayer moved to approve Change Order No. 1 to Construction Contract 23-1146 for Airport Access Gates and operators and Power Controls to Access Anvil Corp. in the amount of \$237,188.86. The motion was adopted unanimously.



12. Authorization of Federal and State Grants

13. Informational Only

**13.1 Sublease for Food and Beverage Sales between OHM Concession Group, LLC
and Uncommon Grounds**

Old Business: None

New Business: None

Executive Session - Attorney-Client Privilege Matters

ES-1 – Security Sensitive Information – No Action

There being no further business, the meeting was adjourned at 10:04 a.m.



ALBANY COUNTY AIRPORT AUTHORITY

**REGULAR MEETING
AGENDA**

April 15, 2024

General:

- 1. Chairman's Remarks**
- 2. Approval of Minutes**
Regular Meeting – March 18, 2024
- 3. Communications and Report of Chief Executive Officer**

Reports:

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

Action Items:

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 10.1 Purchase – TLD Jet-16 Electric Aircraft Baggage and Cargo Tractor (Req. No. 68402) – Aero Specialties**
 - 10.2 Purchase - Five (5) Card Readers and Six (6) Cameras for Buildings 211 and 222 (Commuteair Hangars)**
 - 10.3 Purchase - Building 300 (Cargo Building) Six (6) Card Readers and Three (3) Cameras) Convergint (Req. No. 68716)**



- 10.4 Purchase - One (1) New Holland – TS6110 CAB 4WD
One (1) Alamo Boom Mower – 22’ Machete - Capital Tractor, Inc. NYS OGS
Contract No. PC68200 – Alamo; NYS OGS Contract No. PC693777

- 10.5 Aviation Related Legal Services Contract No. S-1170; Anderson & Kreiger, LLP

- 10.6 Amendment Terminal Checkpoint Expansion design in reference to the
geothermal design project with NYSERDA.

- 10.7 Purchase: One (1) 2024 Chevrolet Tahoe 4WD 4dr Commercial Joe Basil
Chevrolet, Inc.

- 11. Authorization of Change Orders
 - 11.1 Change Order 1 – Contract No. 23-1146-GC – Access Gates, Operators and Fence
Replacement

- 12. Authorization of Federal and State Grants

- 13. Informational Only

Old Business:

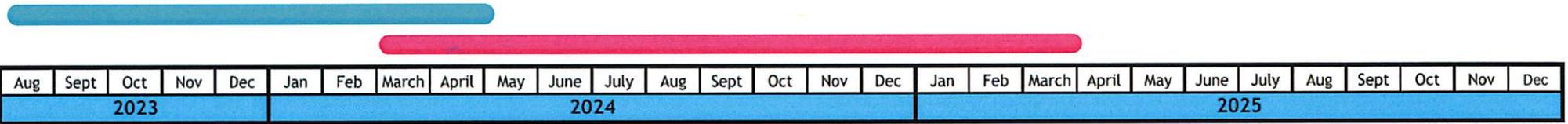
New Business:

Executive Session - Attorney-Client Privilege Matters

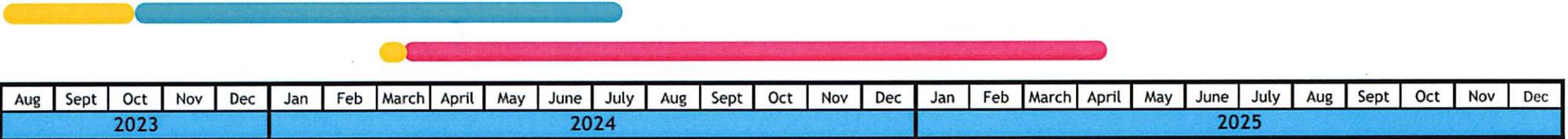
Terminal Expansion

Contract Bid Schedule- \$88M Construction Volume - 20 Months

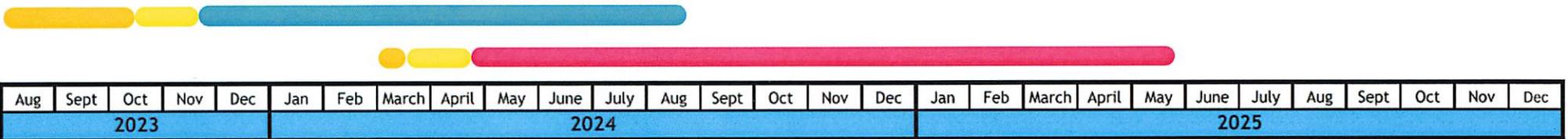
- BP2 ■ Queuing Platform ■ Other
- BP4 ■ Bridge Demo Delay



Queuing Platform
10 week impact



Bridge/Rotunda Demo Delay - Unforeseen Utilities
5 week impact



Terminal Expansion

Other Items Impacting Schedule- under review:

- Unforeseen Power/Fiber
- Hydraulic Oil
- National Grid Underground Conflict
- Survey Dimension Adjustments
- Steel Connection Blast Mitigation Design Development (Delegated)
- Misc. Architectural Supplemental Instructions
- Escalator Installation Duration
- Unforeseen Utilities Interior





ALBANY COUNTY AIRPORT AUTHORITY

REGULAR MEETING

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- 7. Concessions/Ambassador Program**
- 8. Public Affairs**
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 - 10.1 Purchase - TLD Jet-16 Electric Aircraft Baggage and Cargo Tractor (Req. No. 68402) - Aero Specialties**
 - 10.2 Purchase - Five (5) Card Readers and Six (6) Cameras for Buildings 211 and 222 (Commuteair Hangars)**



- 10.3 Purchase - Building 300 (Cargo Building) Six (6) Card Readers and Three (3) Cameras) Convergent (Req. No. 68716)**
- 10.4 Purchase - One (1) New Holland - TS6110 CAB 4WD One (1) Alamo Boom Mower - 22' Machete - Capital Tractor, Inc. NYS OGS Contract No. PC68200 - Alamo; NYS OGS Contract No. PC693777**
- 10.5 Aviation Related Legal Services Contract No. S-1170; Anderson & Kreiger, LLP**
- 10.6 Amendment Terminal Checkpoint Expansion design in reference to the geothermal design project with NYSERDA.**
- 10.7 Purchase: One (1) 2024 Chevrolet Tahoe 4WD 4dr Commercial Joe Basil Chevrolet, Inc.**

- 11. Authorization of Change Orders**
 - 11.1 Change Order 1 - Contract No. 23-1146-GC - Access Gates, Operators and Fence Replacement**

- 12. Authorization of Federal and State Grants**

- 13. Informational Only**

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters

AGENDA ITEM NO. 1

Chairman's Remarks

AGENDA ITEM NO. 2

Approval of Minutes



Minutes of the Regular Meeting of the Albany County Airport Authority

March 18, 2024

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday March 18, 2024 @ 9:00 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Samuel A. Fresina with the following present:

MEMBERS PRESENT

Samuel A. Fresina
Kevin R. Hicks, Sr. (Via Telephone)
Steven H. Heider
Sari M. O'Connor
John-Raphael Pichardo
Janet M. Thayer

MEMBERS ABSENT

Thomas A. Nardacci

STAFF

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

ATTENDEES

Arturo García-Alonso, Chief Operating Officer, AvPorts
Todd Pennington, Airport Manager, AvPorts
Carmiena Brooks, Assistant Airport Manager, AvPorts
Steven Smith, Communications Director, AvPorts
Jeff Lovell, Managing Director, Park Strategies, LLC
Kevin Butterfield, Albany County Communications
Beth DiBattista, VP Operations, Turner Construction
Rob Wagner, Project Manager, Turner Construction
Jeremy Martelle, CHA
Doveren Allen, Schenectady Community College Student
Ray Casey, Airport Consultant

Chair Fresina noted that there was a quorum.



General:

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

Mr. Heider moved to approve the minutes of February 12, 2024 meeting. The motion was adopted unanimously.

Management Reports:

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

Mr. Calderone reported on the following in his Communications Report for the month of March 2024

- Strong Financial Performance
- Spring Break
- New route - Raleigh/Durham
- New Airline – Avelo
- \$10.6 million dollar 2024 Bipartisan Infrastructure Grant
- Recognition by ACI for our efforts to accommodate the disabled.
- Paul Grondahl media post that week of Paul's travel experience at the airport.

4. **Chief Financial Officer Report**

Mr. Zonsius presented the Financial Report for the month of March 2024.

5. **Project Development**

Mr. LaClair presented the Project Development report for the month of March 2024.

6. **Counsel**

7. **Concessions/Ambassador Program**

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

8. **Public Affairs**

Mr. Smith presented a Public Affairs report for the month of March 2024.

9. **Business & Economic Development**



Action Items:

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

10.1 Intentionally Omitted

10.2 Purchase: Three (3) UTVs, Ranger Crew XP 1000 North Star Pre (Dpt 10 Airfield) \$35,836.01 ea; One (1) UTV Ranger XP 1000 NorthStar (Depart. 30, Parking) \$32,263.25 ea; One (1) UTV Ranger XP 1000 NorthStar (Depart. 61, GA) \$30,521.37 ea

Mr. Zonsius recommended authorization to purchase Purchase: Three (3) UTVs, Ranger Crew XP 1000 North Star Pre (Dpt 10 Airfield) \$35,836.01 ea; One (1) UTV Ranger XP 1000 NorthStar (Depart. 30, Parking) \$32,263.25 ea; One (1) UTV Ranger XP 1000 NorthStar (Depart. 61, GA) \$30,521.37 ea; from Polaris Sales Inc, Medina, MN 55340 for a total amount of \$170,292.65

He advised these units will replace four (4) existing units, and one will be new to the FBO. Purchase is authorized pursuant to Procurement Policy, Section 2.11(ii), centralized contract let by, Sourcewell Contract, Contract #122220-PSI.

Mr. Pichardo moved to approve the purchase of Three (3) UTVs, Ranger Crew XP 1000 North Star Pre (Dpt 10 Airfield) \$35,836.01 ea; One (1) UTV Ranger XP 1000 NorthStar (Depart. 30, Parking) \$32,263.25 ea; One (1) UTV Ranger XP 1000 NorthStar (Depart. 61, GA) \$30,521.37 ea; Polaris Sales Inc, Medina, MN 55340 for a total amount of \$170,292.65

The motion was adopted unanimously.

10.3 Purchase: One (1) 2024 Lektro Model AP8750CX Aircraft Tug; JBT LEKTRO Inc.

Mr. Zonsius recommended authorization to purchase One (1) 2024 Lektro Model AP8750CX Aircraft Tug JBT LEKTRO Inc. 1190 SE Flightline Dr. Warrenton, OR 97146 in the amount of \$101,762.00

He advised this is a fully electric tug that is used by the Fixed Based Operator (Million Air) and is used to reposition General Aviation ("GA") aircraft on the GA apron and/or in the hangars. This unit can tow aircraft up to 75,000 lbs.

Lektro is the only manufacturer for this size of equipment and the purchase is made pursuant to Procurement Policy 4.2(c)(iii).

Mr. Heider moved to approve the purchase of One (1) 2024 Lektro Model AP8750CX Aircraft Tug JBT LEKTRO Inc. 1190 SE Flightline Dr. Warrenton,



OR 97146 in the amount of \$101,762.00. The motion was adopted unanimously.

10.4 Lease Amendment: Lease of a portion of 68 Sicker Road (ACAA Bldg. No. 215), with Innovative Chemical Systems, Inc.

Mr. Casey recommended approval of a Lease of a portion of 68 Sicker Road (ACAA Bldg. No. 215), with Innovative Chemical Systems, Inc. for \$7,456 annually (\$621.33 monthly) plus utilities and taxes and the lease payments will increase by 3% annually for the term of the lease.

He advised this will be a five-year lease with Innovative Chemical Systems, Inc. for a portion of premises at 68 Sicker Road (Airport Building No. 215). The 932 SF portion of 68 Sicker Road (ACAA Bldg. No. 215). The portion of the building is an unused storage bay in this 14,200 SF building which is principally leased to KisKis Tire Company, Inc. The space will be utilized to receive, store and dispatch commercial laundry supplies within the Capital District.

Ms. O'Connor moved to approve the Lease of a portion of 68 Sicker Road (ACAA Bldg. No. 215), with Innovative Chemical Systems, Inc. for an annual rent of \$7,456 with an annual rent increase of 3% for the term of the lease. The motion was adopted unanimously.

11. Authorization of Change Orders

11.1 Change Order 7: Authorization to Award Contract Time Extension (No cost) Change Order to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.

Mr. LaClair recommended authorization to approve Change Order 7 to Award Contract Time Extension (No cost) Change Order to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.

He advised this Change Order is to extend the Contract duration an additional 70 calendar days. The extension is a result of the “queuing platform” being designated by Code Enforcement as a “permanent” structure instead of the “temporary” structure the contractor bid the project as. This designation to ensure the Airport passengers safety required additional design for structure, including loading, lighting, seismic considerations and fire protection. The final product is inspected monthly by a structural engineer and a report is filed with the Airport.

Mr. Pichardo moved to approve Change Order 7 (No Cost) to award a contract time extension (70 calendar days) to Construction Contract 21-1082-GC for the Pre-TSA



Terminal Expansion to MLB Construction Services, LLC. The motion was adopted unanimously.

12. Authorization of Federal and State Grants

13. Informational Only

13.1 Report Emergency Purchase and Installation of iStar equipment from Convergent Technologies for use in terminal buildout.

Mr. LaClair reported on the emergency purchase and installation of iStar equipment from Convergent Technologies for use in the terminal buildout in the amount of \$138,365.52. He advised this purchase of to facilitate temporary passages to elevator numbers 6 & 8 during construction phasing. This purchase is 100% airport funded.

13.2 Purchase and Installation of HVAC Control Upgrades for the Terminal to Siemens Industry, Inc.

Mr. LaClair reported on the emergency purchase and installation of HVAC Control Upgrades for the Terminal to Siemens Industry, Inc. in the amount of \$170,382.00. He advised the existing HVAC controls for all the eighteen air handler units in the Terminal were outdated and unserviceable (the parts could not be located) and needed to be purchased on an emergency basis. The equipment interfaces were all Siemens and that made it more economical to upgrade with Siemens control equipment so the entire system did not need to be replaced. The new control system will allow the new equipment being installed for the Terminal Expansion to be tied into the system. This purchase of 100% airport funded.

14. Financial - Audit - Draft

Mr. Zonsius advised the Board that the auditors were not able to attend the Board meeting due to a scheduling conflict. He advised the Board that the Audit committee met with the auditors on March 13, 2024 to review the Financial and Audit Items and recommended their acceptance and approval of the following:

- Comprehensive Annual Financial Report for the year-ended 2023 with draft auditor reports.
- Airlines Rates and Charges Settlement and Revenue Sharing Calculation Report for the year ended December 31, 2023 with draft consultant report.
- The Annual review and approval of the Cash Management and Investment Policy in accordance with Section 2925 of the Public Authorities Law.



- Annual Investment Report which includes a copy of the Cash Management and Investment Policy (the Policy) and explanation of the Policy and draft auditor report.
- Performance Measurement Report for 2023.
- Financial Statements – Other Post Employment Benefit Trust.

Mr. Pichardo moved to approve the following as recommended by Mr. Zonsius and the Audit Committee:

- Comprehensive Annual Financial Report for the year-ended 2023 with draft auditor reports.
- Airlines Rates and Charges Settlement and Revenue Sharing Calculation Report for the year ended December 31, 2023 with draft consultant report.
- The Annual review and approval of the Cash Management and Investment Policy in accordance with Section 2925 of the Public Authorities Law.
- Annual Investment Report which includes a copy of the Cash Management and Investment Policy (the Policy) and explanation of the Policy and draft auditor report.
- Performance Measurement Report for 2023.
- Financial Statements – Other Post Employment Benefit Trust.

The motion was adopted unanimously.

Mr. Calderone thanked the member of the Audit Committee for their review of the documents presented.

Old Business: None

New Business: Arturo García-Alonso, Chief Operating Officer, AvPorts presented the ASQ Departures Passenger Satisfaction Report – ALB – Airport Performance for Q4 2023 (Power Point Presentation Attached)

Executive Session - Attorney-Client Privilege Matters - None

There being no further business, the meeting was adjourned at 9:58 a.m.



ALBANY COUNTY AIRPORT AUTHORITY

**REGULAR MEETING
AGENDA**

March 18, 2024

General:

- 1. Chairman's Remarks**
- 2. Approval of Minutes**
Regular Meeting - February 12, 2024
- 3. Communications and Report of Chief Executive Officer**

Reports:

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

Action Items:

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 10.1 Intentionally Omitted**
 - 10.2 Purchase: Three (3) UTVs, Ranger Crew XP 1000 North Star Pre (Dpt 10 Airfield) \$35,836.01 ea; One (1) UTV Ranger XP 1000 NorthStar (Depart. 30, Parking) \$32,263.25 ea; One (1) UTV Ranger XP 1000 NorthStar (Depart. 61, GA) \$30,521.37 ea**



- 10.3 Purchase: One (1) 2024 Lektro Model AP8750CX Aircraft
Tug; JBT LEKTRO Inc.**
- 10.4 Lease Amendment: Lease of a portion of 68 Sicker Road (ACAA Bldg.
No. 215), with Innovative Chemical Systems, Inc.**
- 11. Authorization of Change Orders**
- 11.1 Change Order 7: Authorization to Award Contract Time Extension (No
cost) Change Order to Construction Contract 21-1082-GC for the Pre-TSA
Terminal Expansion to MLB Construction Services, LLC.**
- 12. Authorization of Federal and State Grants**
- 13. Informational Only**
- 13.1 iSTAR Relocation - Convergent Technologies**
- 13.2 Purchase Order: Purchase and Installation of HVAC Control Upgrades for the
Terminal to Siemens Industry, Inc.**
- 14. Financial - Audit - Draft**
- **Comprehensive Annual Financial Report for the year-ended
2023 with draft auditor reports.**
 - **Airlines Rates and Charges Settlement and Revenue Sharing
Calculation Report for the year ended December 31, 2023 with
draft consultant report.**
 - **The Annual review and approval of the Cash Management and
Investment Policy in accordance with Section 2925 of the
Public Authorities Law.**
 - **Annual Investment Report which includes a copy of the Cash
Management and Investment Policy (the Policy) and
explanation of the Policy and draft auditor report.**
 - **Performance Measurement Report for 2023.**
 - **Financial Statements – Other Post Employment Benefit Trust.**



Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters

AGENDA ITEM NO. 3

Communications and Report of Chief Executive Officer

AGENDA ITEM NO. 4

Financials



ALBANY

INTERNATIONAL AIRPORT

Monthly Financial Report

February 2024

(dated March 25, 2024)

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March 25, 2024

ACAA Members
Philip F. Calderone, Esq.

INTRODUCTION

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

	2024 Current Year versus			
	2023 Month Budget	2023 Month Actual	2023 YTD	2023 Prev. 12 Mo.
Enplanements	(8.9%)	11.1%	9.0%	5.1%
Cargo	(19.2)	6.5	(1.6)	6.9
Operations	(15.0)	1.4	(0.8)	(1.1)

	Month	
	Feb23	Feb24
Destination Airports	19	20
Scheduled Monthly Flight	1,141	1,132
Average Daily Flights	36.8	39.0
Pax Lift (Pax Seats)	120,072	127,626
Enplanements	97,311	108,129

FINANCIAL INFORMATION

Cash Position – Unrestricted (Operating)

The Airport continues to maintain a strong cash position. The Statements of Net Position provided on Page 4 reports unrestricted cash of \$35,257,658 and equates to approximately 10.50 months of operating reserves (Notes to Financial Statements #2, Page 8).

Cash Position – Restricted

Restricted cash available for capital purposes is as follows:

Projects	\$10,458,283
Projects – PFC	10,177,724
Projects – Other	<u>1,408,581</u>
	\$22,044,588

Accounts Receivable

The Accounts Receivable balance is approximately 13.57 of average day total operating revenues.

Equity – YTD Earnings

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

	Month	YTD
Airport Operating	\$ 1,131,439	\$ 2,244,222
FBO Profit	<u>51,598</u>	<u>306,678</u>
	1,183,037	2,550,900
Other Rev/Exp (d.ser.)	(271,047)	(525,523)
Capital Contributions	-	-
Airline Incnt. Payts.	<u>(22,614)</u>	<u>(65,545)</u>
	<u>(293,661)</u>	<u>(591,068)</u>
	\$ 889,376	\$1,959,832*

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

Airport Operating Revenues

Monthly operating revenues increased approximately \$365K from the same month the prior year. YTD operating revenues increased approximately \$805K over the same time period the prior year.

Airport Operating Expenses

Monthly operating expenses were approximately \$3,031K and \$2,308K for 2024 and 2023, respectively. YTD operating expenses were \$6,126K and \$5,299K for 2024 and 2023, respectively.

AIRPORT OPERATING BUDGET

Monthly airport operating revenues were unfavorable to budget by approximately **\$78K**, due in large part to rental car revenues compared budget. Monthly airport operating expenses compared to budget were unfavorable by approximately **\$277K**.

YTD airport operating revenues were unfavorable to budget by approximately **\$111K**. YTD airport operating expense were favorable by approximately **\$490K**.

MILLION AIR FBO OPERATIONS

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

	2024 Current Year versus			
	2024 Budget	2023 Month	2023 YTD	2023 Prev. 12 Mo.
JetA (gals)	(41.4%)	(18.5%)	(9.6%)	2.1%
AvGas (gals)	(14.7)	26.3	15.0	7.2

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

The FBO had operating profits of approximately **\$52K** and **\$307K**, for the month and year-to-date, respectively, both favorable as compared to the budget.

Monthly FBO operating revenues were unfavorable to budget by approximately **\$324K**. Monthly FBO COGS (cost of goods sold-fuel) compared to budget were favorable by approximately **\$175K**. Monthly FBO operating expenses compared to budget were favorable by approximately **\$0K**.

YTD FBO operating revenues were unfavorable to budget by approximately **\$141K**, due to deicing services. YTD FBO COGS (cost of goods sold-fuel) compared to budget were unfavorable by approximately **\$8K**. YTD FBO operating expenses compared to budget were favorable by approximately **\$54K**.

PASSENGER AIRLINE SCHEDULES

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

		Begin	+	-	End
Jan22	(week#22-04)	243	27	(27)	243
Feb22	(week#22-08)	243	11	(6)	248
Mar22	(week#22-13)	248	28	(11)	265
Apr22	(week#22-17)	265	48	(5)	308
May22	(week#22-21)	308	9	(25)	292
Jun22	(week#22-26)	288	22	(14)	300
Jul22	(week#22-31)	300	27	(6)	321
Aug22	(week#22-35)	321	7	(18)	310
Sep22	(week#22-39)	310	-	(40)	270
Oct22	(week#22-44)	270	13	(6)	277
Nov22	(week#22-48)	277	4	(38)	243
Dec22	(week#22-52)	243	26	(4)	265
Jan23	(week#23-04)	265	19	(15)	269
Feb23	(week#2308)	269	36	(3)	302
Mar23	(week#2312)	302	8	(13)	297
Apr23	(week#2316)	297	12	(9)	300
May23	(week#2321)	300	6	(16)	290
Jun23	(week#2325)	290	16	(28)	278
Jul23	(week#2330)	278	28	-	306
Aug23	(week#2334)	306	2	(9)	299
Sep23	(week#2338)	299	12	(25)	286
Oct23	(week#2343)	286	25	(14)	297
Nov23	(week#2347)	297	2	(41)	258
Dec23	(week#2352)	258	10	(11)	257
Jan24	(week#2404)	257	27	(17)	267
Feb24	(week#2408)	267	27	(7)	287
Mar24	(week#2412)	287	16	(18)	285
Apr24	(week#2417)	285	15	(12)	288

PROJECTIONS

2024 and 2025 enplanement projections are as follows:

	2024	2025
Jan 2024	1,425,000	1,460,000
Feb2024	1,425,000	1,460,000
Mar 2024	1,425,000	1,460,000
Apr 2024		
May2024		
Jun 2024		
Jul 2024		
Aug 2024		
Sep 2024		
Oct 2024		
Nov 2024		
Dec2024		

BOND RATINGS

Apr21	Moody's	A3	Stable
Jul22	Moody's	A2	Stable
Mar20	S&P Global Ratings	A-	Negative
Apr21	S&P Global Ratings	A-	Stable
Aug22	S&P Global Ratings	A	Stable
	Fitch		Not Rated

FULL TIME FILLED POSITIONS

Workforce consists of the following Full-Time Filled positions:

	<u>Begin</u>	<u>+</u>	<u>-</u>	<u>End</u>
Mar 2022	173	2	(5)	170
Apr 2022	170	3	(2)	171
May 2022	171	7	(3)	175
Jun 2022	175	4	(2)	177
Jul 2022	173	-	(3)*	174
Aug 2022	174	8	(1)	181
Sep 2022	181	5	(3)	183
Oct 2022	187 ⁽¹⁾	6	(10)	184
Thru Week 50	184	-	(3)	181
Thru Week 23-02	181	-	(2)	179
Thru Week 23-06	179	-	-	181
Thru Week 23-10	181	4	(1)	184
Thru Week 23-18	184	13	(11)	186
Thru Week 23-22	186	5	(3)	188
Thru Week 23-33	188	2	(5)	185
Thru Week 23-36	185	5	(5)	185
Thru Week 23-41	185	6	(4)	187
Thru Week 23-46	187	5	(3)	189
Thru Week 23-50	189	6	4	191
Thru Week 24-03	191	7	7	191
Thru Week 24-07	191	7	2	196
Thru Week 24-11	196	2	4	194

(1) 4 position adjustment

*adjustment

Cargo (tons)

	<u>Month YOY%</u>		<u>YTD YOY%</u>		<u>12YE YOY%</u>	
	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
Sep21	3.8	(6.6)	7.1	9.3	8.4	8.5
Oct21	(0.5)	(10.6)	6.4	7.0	7.6	6.6
Nov21	4.1	0.7	6.6	6.5	7.5	6.2
Dec21	0.4	(2.1)	5.8	5.5	5.8	5.5
Jan22	(7.3)	(14.3)	(7.3)	(14.3)	4.1	3.3
Feb22	3.3	(0.3)	(2.5)	(8.0)	4.0	2.6
Mar22	(0.8)	(8.5)	(1.8)	(8.2)	2.6	0.1
Apr22	(6.7)	(24.2)	(3.3)	(12.8)	0.5	(4.6)
May22	(6.3)	(18.7)	(3.9)	(14.1)	(0.4)	(7.1)
Jun22	(3.1)	(6.8)	(3.7)	(14.6)	(0.8)	(7.8)
Jul22	(5.5)	(14.5)	(4.0)	(13.0)	(1.3)	(9.1)
Aug22	(1.1)	(0.1)	(3.7)	(11.5)	(1.7)	(9.0)
Sep22	(2.5)	(2.3)	(3.5)	(11.7)	(2.3)	(9.5)
Oct22	(5.7)	(5.6)	(3.9)	(10.0)	(2.8)	(8.3)
Nov22	(3.4)	(0.8)	(3.8)	(9.2)	(3.4)	(8.4)
Dec22	(9.2)	(3.0)	(4.2)	(8.5)	(4.2)	(8.5)
Jan23	(7.7)	(7.7)	(7.7)	(7.7)	(4.2)	(8.0)
Feb23	(6.7)	(10.3)	(7.5)	(9.4)	(5.0)	(9.4)
Mar23	(8.5)	(2.0)	(7.9)	(6.2)	(5.8)	(8.1)
Apr23	(11.0)	(2.4)	(8.7)	(5.2)	(6.0)	(6.1)
May23	(2.5)	4.6	(7.5)	(3.2)	(5.7)	(4.1)
Jun23	(6.6)	(1.5)	(7.3)	(2.9)	(6.0)	(3.7)
Jul23	(11.5)	(5.4)	(7.9)	(3.3)	(6.3)	(2.9)
Aug23	(3.1)	21.8	(7.3)	0.1	(6.6)	(1.0)
Sep23	(8.5)	(8.3)	(7.4)	(0.9)	(7.1)	(1.5)
Oct23	(7.7)	1.9	(7.5)	(0.6)	(7.2)	(0.9)
Nov23	(5.5)	4.2	(7.4)	(0.1)	(7.6)	(0.5)

COMPARISON WITH NATIONAL

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

Enplanements

	<u>Month YOY%</u>		<u>YTD YOY%</u>		<u>12YE YOY%</u>	
	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
Jan22	90.6	188.4	90.6	188.4	104.6	137.3
Feb22	104.2	168.6	95.5	177.6	142.3	208.4
Mar22	65.5	117.1	81.9	149.3	148.5	237.6
Apr22	46.8	70.7	69.8	119.0	122.9	196.6
May22	31.8	38.4	59.9	93.6	101.2	161.5
Jun22	18.1	21.7	49.6	43.3	82.2	136.7
Jul22	7.8	15.1	40.3	61.0	65.5	107.1
Aug22	12.4	15.1	35.6	51.7	54.5	83.7
Sep22	18.5	10.6	33.4	31.4	47.4	21.8
Oct22	13.8	4.9	30.9	39.8	40.0	53.1
Nov22	8.4	3.3	28.5	35.7	32.8	41.6
Dec22	5.8	(0.4)	26.2	32.2	26.2	32.2
Jan23	26.8		26.8		23.8	
Feb23	17.5	15.7	22.6	18.4	20.6	18.9
Mar23	9.7	0.6	17.5	13.6	17.0	17.0
Apr23	7.1	(2.7)	14.4	8.7	14.1	12.1
May23	7.1	2.2	12.7	7.2	12.2	9.5
Jun23	7.7	(1.2)	11.8	5.6	11.4	7.2
Jul23	7.8	(0.2)	11.2	4.6	11.4	5.7
Aug23	7.7	4.8	10.7	4.6	11.0	4.7
Sep23	5.7	3.3	10.2	4.5	10.0	3.9
Oct23	7.3	11.7	10.0	5.2	9.5	4.6
Nov23	7.0	11.0	9.7	5.9	9.4	5.5

Albany County Airport Authority
Statements of Net Position

	Unaudited February 28, 2023	Unaudited February 29, 2024
<u>ASSETS</u>		
CURRENT ASSETS		
Unrestricted Assets		
Cash and cash equivalents	\$5,503,501	\$10,843,800
Development Fund	21,993,395	24,413,858
Accounts Receivable - net	796,890	2,371,380
Lease Receivable	2,567,186	2,722,345
Prepaid Expenses	1,294,044	1,332,897
Total Unrestricted Assets	32,155,016	41,684,280
Restricted Assets		
Operating and Renewal Reserves	8,204,477	9,036,267
CFC Funds	455,239	468,487
Capital Funds	10,798,903	10,458,283
PFC Funds	9,261,730	10,177,724
Revenue Bond Funds	9,395,278	9,907,010
FAA Restricted Funds	206,421	212,303
Concession Improvement Funds	707,959	727,791
Total Restricted Assets	39,030,007	40,987,865
Total Current Assets	71,185,023	82,672,145
NON-CURRENT ASSETS		
Capital Assets	267,277,578	277,823,741
Lease Receivable	18,404,031	16,969,066
Prepaid Expenses	194,232	178,797
Total Non-Current Assets	285,875,841	294,971,604
Total Assets	357,060,864	377,643,749
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Refunding	959,399	638,650
OPEB Expenses	1,025,989	906,998
Pension Expenses	1,048,107	1,063,610
Total Deferred Outflows of Resources	3,033,495	2,609,258
TOTAL ASSETS AND DEFERRED OUTFLOWS	360,094,359	380,253,007
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Payable from Unrestricted Assets	6,751,231	13,082,703
Payable from Restricted Assets	9,594,079	15,177,976
Total Current Liabilities	16,345,310	28,260,679
NON-CURRENT LIABILITIES		
Bonds and other debt obligations	59,817,198	51,326,409
Net OPEB Liability	6,086,233	6,414,102
Net Pension Liability - proportionate share	(296,203)	1,084,004
Total Non-Current Liabilities	65,607,228	58,824,515
Total Liabilities	81,952,538	87,085,194
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Concession Improvement Funds	794,035	926,871
OPEB Expenses	1,275,576	766,596
Pension Expenses	1,246,137	75,313
Leases	20,221,742	18,721,114
Total Deferred Inflows of Resources	23,537,490	20,489,894
<u>NET POSITION</u>		
Invested in Capital Assets, net of Related Debt	199,982,389	213,237,900
Restricted	37,149,530	38,980,179
Unrestricted	17,472,412	20,459,840
Net Position	254,604,331	272,677,919
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	\$ 360,094,359	\$ 380,253,007

Albany County Airport Authority
2023 Summary of Revenues, Expenses and Net Results
For the two month ended February 29, 2024

	Current Month			Year to Date		
	2024 Budget	2023 Actual	2024 Actual	2024 Budget	2023 Actual	2024 Actual
AIRPORT OPERATING REVENUES						
Airline	\$ 1,289,837	\$ 1,291,633	\$ 1,499,421	\$ 2,579,672	\$ 2,589,139	\$ 3,114,634
Non-Airline	2,951,175	2,506,221	2,663,250	5,902,350	4,975,616	5,255,938
Total Revenues	4,241,012	3,797,854	4,162,671	8,482,022	7,564,755	8,370,572
AIRPORT OPERATING EXPENSES						
Personal Services	1,073,882	784,035	886,450	2,147,764	1,626,069	1,986,897
Employee Benefits	561,368	439,702	431,368	1,122,736	913,494	941,323
Utilities & Communications	277,108	274,216	257,209	554,217	701,996	535,823
Purchased Services	644,465	361,020	795,242	1,288,929	881,610	1,435,762
Material & Supplies	483,710	297,788	399,682	967,421	780,888	815,617
Office	91,116	30,044	152,427	182,231	148,131	210,514
Administration	100,155	90,484	108,854	200,309	173,123	200,414
Non-Capital Equipment	76,304	30,982	0	152,608	73,823	0
Total Expenses	3,308,108	2,308,271	3,031,232	6,616,215	5,299,134	6,126,350
AIRPORT OPERATING RESULTS	932,904	1,489,583	1,131,439	1,865,807	2,265,621	2,244,222
FBO OPERATING RESULTS	201,040	295,271	51,598	402,080	627,275	306,678
TOTAL OPERATING RESULTS	1,133,944	1,784,854	1,183,037	2,267,887	2,892,896	2,550,900
OTHER REVENUES (EXPENSES)						
Interest Earnings	66,667	108,286	210,460	133,334	220,918	437,833
Passenger Facility Charges	303,456	303,456	303,456	606,912	606,912	606,912
ACAA Debt Service	(827,785)	(835,222)	(827,785)	(1,655,570)	(1,670,444)	(1,655,570)
Line of Credit Interest	(66,667)	-	-	(133,334)	-	-
Grant Income	11,558	10,640	12,122	23,116	22,420	23,902
Insurance Recoveries	-	-	-	-	-	-
Improvement Charges	30,700	30,700	30,700	61,400	61,400	61,400
Total Other Revenues(Expenses)	(482,071)	(382,140)	(271,047)	(964,142)	(758,794)	(525,523)
INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS	651,873	1,402,714	911,990	1,303,745	2,134,102	2,025,377
AIRLINE INCENTIVES	(33,333)	(56,157)	(22,614)	(66,666)	(56,157)	(65,545)
CAPITAL CONTRIBUTIONS	-	656,967	-	-	656,967	-
INCREASE (DECREASE) IN NET POSITION	\$ 618,540	\$ 2,003,524	\$ 889,376	\$ 1,237,079	2,734,912	1,959,832
NET POSITION, BEGINNING OF PERIOD					251,869,419	270,718,087
NET POSITION, END OF PERIOD					\$ 254,604,331	\$ 272,677,919
RECONCILIATION TO AIRLINE FUNDS REMAINING:						
NET RESULTS BEFORE RESERVES	651,873	1,402,714	911,990	1,303,745	2,134,102	2,025,377
Less: Capital Improvements	(332,701)	(287,060)	(332,701)	(665,402)	(574,119)	(665,402)
Less: Reserve Requirements	(107,545)	(71,443)	(107,545)	(215,090)	(142,886)	(215,090)
NET RESULTS	211,627	1,044,212	471,744	423,254	1,417,097	1,144,886
Revenue Sharing:						
Transfer to/from Airlines (50%)	105,814	522,106	235,872	211,627	708,549	572,443
Authority Share (50%)	105,814	522,106	235,872	211,627	708,549	572,443
Less: Airline Incentives	(33,333)	(56,157)	(22,614)	(66,666)	(56,157)	(65,545)
Net Authority Share	\$ 72,481	\$ 465,949	\$ 213,258	\$ 144,961	\$ 652,392	\$ 506,898

Albany County Airport Authority
Operating Revenues
For the two month ended February 29, 2024

	Current Month			Year to Date		
	2024 Budget	2023 Actual	2024 Actual	2024 Budget	2023 Actual	2024 Actual
AIRLINE REVENUES						
COMMERCIAL						
Landing Fees-Signatory	\$ 646,841	\$ 484,889	\$ 604,110	\$ 1,293,682	\$ 948,262	\$ 1,252,502
Landing Fees-Non Signatory	7,030	0	0	14,060	0	0
Airline Apron Fees	82,544	69,361	74,405	165,087	138,721	148,810
Glycol Disposal Fee	25,120	71,659	25,261	50,239	166,670	128,011
CARGO						
Landing Fees-Signatory	0	51,338	68,913	0	106,144	132,506
Landing Fees-Non Signatory	0	2,889	847	0	6,347	1,750
TERMINAL						
Loading Bridges	73,556	59,389	68,955	147,112	118,779	137,909
Space Rental	453,996	552,108	656,216	907,992	1,104,217	1,312,431
Non-Signatory Per Turn Fee	750	0	715	1,500	0	715
TOTAL AIRLINE REVENUES	1,289,837	1,291,633	1,499,421	2,579,672	2,589,139	3,114,634
NON-AIRLINE REVENUES						
AIRFIELD						
Tenant Maintenance	2,500	0	0	5,000	5,308	18,585
Total Airfield	2,500	0	0	5,000	5,308	18,585
TERMINAL						
Utility Reimbursement	2,000	2,908	2,806	4,000	5,618	5,622
Tenant Maintenance	1,713	0	2,420	3,427	1,630	2,420
Space Rent - Non Airline	13,011	18,851	16,410	26,023	38,310	33,444
Space Rent - Fixed Non Airline	48,329	47,130	47,130	96,658	94,259	94,259
Food & Beverage	121,125	98,107	99,746	242,250	187,628	194,139
Retail	90,250	55,583	70,909	180,500	130,417	136,757
ATM	1,167	1,488	1,209	2,333	3,220	2,419
Operating Permits	29,256	23,352	48,610	58,512	51,446	73,438
Vending Machines	1,601	1,072	914	3,201	2,849	2,175
Baggage Cart Rentals	1,167	862	1,162	2,333	1,897	2,373
Total Terminal	309,619	249,353	291,317	619,237	517,274	547,046
GROUND TRANSPORTATION						
Parking	1,549,451	1,417,408	1,545,281	3,098,902	2,739,781	2,985,967
Rental Cars	546,250	360,457	353,714	1,092,500	724,748	668,001
Access Fees	16,714	13,517	19,237	33,428	30,998	31,237
TNCs	28,000	20,649	8,897	56,000	43,794	38,473
Garage Space Rent	7,187	6,911	7,188	14,375	13,822	14,375
Garage Kiosk Rent	1,800	1,800	1,800	3,600	3,600	3,600
Total Ground Transportation	2,149,402	1,820,743	1,936,117	4,298,804	3,556,744	3,741,653
OTHER AIRPORT						
Telephone System - Tenants	4,261	4,429	4,333	8,521	8,849	8,597
Building Rental	6,638	11,643	6,594	13,277	23,276	13,188
Control Tower Rental	66,210	64,595	65,887	132,421	129,191	131,774
Air Cargo Facility	91,667	43,248	109,550	183,333	86,055	219,101
State Executive Hangar	103,924	103,924	103,924	207,847	207,847	207,847
T Hangars	15,530	12,143	12,990	31,060	28,516	31,441
Tie Downs	132	252	136	264	504	272
Industrial Park	52,614	45,058	49,141	105,228	80,264	97,322
Land Rental	36,993	40,656	(24,726)	73,985	84,329	11,260
Eclipse Hangar	0	26,157	0	0	52,314	0
Hangar Rental	76,675	48,954	76,206	153,351	97,909	152,413
Antenna Space Rental	9,373	6,827	6,934	18,746	13,654	13,868
Internet and Cable Access	442	275	55	883	1,050	610
Fingerprinting	2,083	2,404	2,996	4,167	3,963	6,301
Tenant Maintenance	167	0	0	333	0	0
Ebay/Scrap/Equipment Sales	417	0	4,404	833	645	4,404
Utility Reimbursement	13,750	23,165	17,474	27,500	48,323	34,519
Reimbursement of Property Taxes	2,113	0	0	4,226	26,819	15,741
Other	6,667	2,394	(82)	13,333	2,784	(5)
Total Other Airport	489,654	436,126	435,816	979,308	896,291	948,654
TOTAL NON AIRLINE REVENUES	2,951,175	2,506,221	2,663,250	5,902,350	4,975,616	5,255,938
TOTAL REVENUES	\$ 4,241,012	\$ 3,797,854	\$ 4,162,671	\$ 8,482,022	\$ 7,564,755	\$ 8,370,572

Albany County Airport Authority
FBO Results
For the two month ended February 29, 2024

	Current Month			Year to Date		
	2024 Budget	2023 Actual	2024 Actual	2024 Budget	2023 Actual	2024 Actual
REVENUES						
Retail Fuel						
Jet A Fuel Sales	\$ 620,833	\$ 502,424	\$ 330,569	\$ 1,241,667	\$ 910,734	\$ 749,511
AvGas Fuel Sales	35,363	23,579	28,832	70,725	38,327	42,581
Commercial AvGas Fuel Sales	1,667	1,455	1,102	3,333	2,460	2,186
Auto & Diesel Fuel Sales	24,583	30,351	29,380	49,167	66,266	70,309
Retail Fuel Sales	682,446	557,809	389,882	1,364,892	1,017,786	864,587
Into Plane Fees	67,500	55,435	55,045	135,000	114,050	110,735
Fuel Farm Fees	76,375	59,904	73,496	152,750	125,537	150,395
General Aviation Landing Fees	28,333	28,224	25,374	56,667	50,120	58,189
Aircraft Parking Fees	45,833	34,399	26,709	91,667	67,707	55,416
Deicing Services	124,954	566,348	136,227	249,908	1,340,512	678,090
FBO Properties	37,428	31,277	36,279	74,855	66,097	74,754
FBO Services	11,250	8,551	6,722	22,500	15,733	14,819
TOTAL REVENUES	1,074,119	1,341,946	749,734	2,148,238	2,797,542	2,006,986
COST OF SALES						
Fuel Costs - Jet A	311,667	311,268	182,676	623,333	542,916	411,972
Fuel Discounts - Jet A	25,000	15,098	13,920	50,000	25,806	30,822
Fuel Costs - SAF	0	0	0	0	0	0
Fuel Costs - AvGas	26,738	17,832	19,896	53,475	32,227	29,796
Fuel Discounts - AvGas	0	686	750	0	1,246	1,126
Fuel Costs - Commercial AvGas	1,250	1,188	899	2,500	2,028	1,767
Fuel Costs - Auto & Diesel	18,500	25,716	19,149	37,000	48,596	56,185
Total Fuel Costs	383,154	371,788	237,291	766,308	652,819	531,668
Deicing Costs - Type I & IV	94,442	359,209	58,956	188,885	864,078	425,282
Customs Garbage, Oil & Other	167	0	6,894	333	0	6,894
Total Cost of Sales	477,763	730,997	303,141	955,526	1,516,897	963,843
Net Operating	596,356	610,948	446,593	1,192,712	1,280,645	1,043,143
OPERATING EXPENSES BY CATEGORY						
Personal Services						
Salaries	150,710	121,326	147,014	301,421	263,619	291,331
Overtime	20,669	18,436	18,230	41,338	40,380	36,398
Total Personal Services	171,379	139,761	165,244	342,758	303,999	327,728
Employee Benefits	67,067	44,119	53,701	134,134	97,756	114,888
Utilities & Communications	8,507	13,249	12,292	17,015	21,342	19,817
Purchased Services	57,568	40,878	38,616	115,136	90,358	58,686
Materials & Supplies						
Buildings	11,117	19,224	10,485	22,234	33,379	23,335
Grounds	3,167	0	2,849	6,333	1,055	2,849
Vehicles	38,099	29,505	73,299	76,199	51,138	121,845
Total Materials & Supplies	52,383	48,729	86,633	104,766	85,572	148,029
Administrative Expenses	28,870	28,942	38,510	57,739	54,343	67,315
Non-Capital Equipment	9,542	0	0	19,084	0	0
TOTAL EXPENSES	395,316	315,677	394,995	790,632	653,371	736,464
FBO Net Direct Cost	\$ 201,040	\$ 295,271	\$ 51,598	\$ 402,080	\$ 627,275	\$ 306,678

Notes to Financial Statements

1. Accounting Basis

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

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

2. Cash Reserves

2024 Operating Budget - Airport	\$40,097,302
2024 Operating Budget - FBO	<u>10,476,951</u>
	\$50,574,253

Monthly Operating Outflow (\$50,574,253/12)
\$4,214,521

Months Operating Reserves Unrestricted
\$35,257,658/\$4,214,521 ~ 8.36 months

Months Operating and Renewal Reserves
\$9,000,036/\$4,214,521 ~ 2.14 months

	Unrest.	Restr	Total
Jan22	6.51	2.0	8.51
Feb	6.51	2.0	8.51
Mar	6.72	2.0	8.72
Apr	6.88	2.0	8.88
May	6.95	2.0	8.95
Jun	6.93	2.0	8.93
Jul	7.26	2.0	9.26
Aug	7.65	2.0	9.65
Sep	8.03	2.0	10.03
Oct	8.26	2.0	10.26
Nov	8.23	2.0	10.23
Dec	7.94	2.0	9.94
Jan23	6.85	2.1	8.95
Feb23	7.19	2.1	9.29
Mar23	7.49	2.1	9.59
Apr23	7.36	2.16	9.52
May23	8.03	2.16	10.19
Jun23	8.44	2.16	10.60
Jul23	8.92	2.17	11.09
Aug23	9.63	2.17	11.80
Sep23	10.22	2.18	12.40
Oct23	10.41	2.19	12.60
Nov23	10.61	2.19	12.80
Dec23	11.19	2.34	13.53
Jan24	8.40	2.13	10.53
Feb24	8.36	2.14	10.50

3. Accounts Receivable

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

$\$63,781,565 / 365 = \$174,744$
 $\$2,371,380 / \$174,744 = 13.57$

Jan22	14.98
Oct	6.40
Nov	8.23
Dec	3.23
Jan23	6.96
Feb	4.99
Mar	2.71
Apr	6.65
May	10.59
Jun	16.06
Jul	1.02
Aug	0.68
Sep	5.00
Oct	10.58
Nov	2.74
Dec	1.10
Jan24	13.50
Feb	13.57

4. Capital Assets

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

	Collected
Land	\$ 48,899,432
Buildings	247,884,827
Equipment	21,685,447
Improvements	<u>295,695,571</u>
	614,165,277
Accumulated Depreciation	<u>(358,738,428)</u>
	255,426,849
Construction In Progress	
CIP - Terminal Connector	15,227,471
CIP - Other	<u>7,169,422</u>
	<u>22,396,893</u>
	\$277,823,742

5. FAA AIP Funding

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

	Awarded	Collected
AIP141-M.Plan	\$ 751,154	\$ 644,551
AIP143-CARES	15,277,876	15,277,876 C
AIP144-CHRSSA ³	5,093,917	5,093,917 C
AIP145-CHRSSA ²	320,510	320,510 C
AIP146-Taxi A	6,256,890	6,256,890 C
AIP147-Snow Equi	1,537,634	954,635
AIP148-ARPA	12,113,224	-
AIP149-Con Relief	1,282,039	1,282,039 C
AIP150-Taxi C	7,144,824	5,427,142
AIP151-B #303 CT	2,000,000	282,364
Jobs Act of 21 ¹	28,551,945	-

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

Albany International Airport
For the two months ended February, 2023

	Budget	Current Month		Budget	Year to Date		12 Month Running	
		2023	2024		2023	2024	2023	2024
Statistics								
Enplanements	118,750	97,311	108,129	237,500	191,193	208,387	1,325,682	1,393,833
Operations								
<i>Passenger</i>	2,491	2,246	2,274	4,982	4,570	4,566	29,774	29,717
<i>Cargo</i>	230	212	156	460	452	304	3,322	2,596
<i>Charter, Corporate & Diversions</i>	363	311	321	725	558	576	4,212	4,343
<i>General Aviation</i>	1,283	886	971	2,567	1,639	1,625	14,529	14,633
<i>Military</i>	167	109	131	333	228	320	2,327	2,265
Total Operations	4,533	3,764	3,853	9,067	7,447	7,391	54,164	53,554
Landed Weight	125,000	116,002	119,257	250,000	226,857	239,438	1,483,782	1,543,764
Cargo/Mail & Express	1,788	1,356.9	1,445.0	3,575	2,806.8	2,762.5	20,819.6	22,262.1
Jet A Gallons	116,667	83,838	68,356	233,333	161,380	145,943	1,238,191	1,263,984
AvGas Gallons	5,750	3,884	4,904	11,500	6,377	7,333	68,466	73,427
Deicing Consortium	5,417	15,106	5,296	10,833	32,649	29,485	60,800	56,789
Deicing sprayed/retail	7,000	17,000	5,831	14,000	42,853	27,874	81,320	60,668
Parking Revenue	\$ 1,549,451	\$ 1,417,408	\$ 1,545,281	\$ 3,098,902	\$ 2,739,781	\$ 2,985,967	\$ 16,437,211	\$ 17,612,726
Revenue per enplanement	\$ 13.05	\$ 14.57	\$ 14.29	\$ 13.05	\$ 14.33	\$ 14.33	\$ 12.40	\$ 12.64
Transactions		39,925	43,475		79,892	85,088	546,458	577,177
Average transaction		\$ 35.50	\$ 35.54		\$ 34.29	\$ 35.09	\$ 30.08	\$ 30.52
Concession Sales								
Rental Cars		\$ 3,031,710	\$ 1,822,173		\$ 6,397,624	\$ 4,965,041	\$ 61,682,907	\$ 62,602,543
Revenue per enplanement		\$ 31.15	\$ 16.85		\$ 33.46	\$ 23.83	\$ 46.53	\$ 44.91
Food and Beverage		\$ 783,733	\$ 819,328		\$ 1,504,230	\$ 1,594,006	\$ 9,802,589	\$ 10,646,328
Revenue per enplanement		\$ 8.05	\$ 7.58		\$ 7.87	\$ 7.65	\$ 7.39	\$ 7.64
Retail		\$ 330,889	\$ 354,546		\$ 639,531	\$ 683,783	\$ 4,386,619	\$ 4,899,078
Revenue per enplanement		\$ 3.40	\$ 3.28		\$ 3.34	\$ 3.28	\$ 3.31	\$ 3.51

SCHEDULED AIRLINE PASSENGER SERVICE

	Airlines	Non-Stop Destination Airports	Non-Stop Destination Cities ⁽¹⁾	Scheduled Flights	Average Flights per Day	Monthly Seats Available	Monthly Landed Weight (lbs.)	Enplane.	Projected Load Factor
Jan2021	7	15	11	622	20.6	56,129	58,693,922	25,665	45.7%
Jan2022	7	18	13	1,066	34.4	111,340	107,337,992	74,020	66.5
Jan2023	6	19	13	1,140	36.8	120,608	116,740,592	93,882	77.8
Mar23	6	20	14	1,321	42.6	140,331	136,110,262	108,087	77.0
Apr23	6	19	13	1,303	43.4	139,097	132,131,600	110,378	79.3
May23	6	20	13	1,293	41.7	137,445	129,031,742	111,996	81.4
Jun23	6	20	14	1,184	39.2	133,612	122,568,672	111,736	83.6
Jul23	6	20	14	1,298	41.9	149,717	139,876,606	125,462	83.8
Aug23	6	20	14	1,333	43.0	155,747	144,635,616	139,302	89.4
Sep23	6	19	14	1,202	40.0	135,091	126,024,544	113,844	84.3
Oct23	6	21	16	1,308	42.2	152,125	143,836,306	135,785	89.3
Nov23	6	20	15	1,172	39.1	134,799	133,262,258	114,293	84.8
Dec23	6	21	15	1,203	38.8	137,828	138,198,004	108,990	79.1
Jan24	6	20	14	1,154	37.2	129,460	131,096,230	102,258	79.0
Feb24	6	20	15	1,132	39.0	127,626	127,492,938	108,129	84.7
Mar24	6	22	16	1,249	40.3	141,947	141,120,946	120,229	84.7E
Apr24	6	20	14	1,252	40.3	137,834	134,432,308	113,864	84.7E

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

Weekly schedule flight changes are as follows:

		Year-To-Date (net)								
		Week #12-2024		Week (-) #17-2024		Week #04-2024		Week (-) #17-2024		Week #04-2023
1	ATL Atlanta, GA	20	-	-	20	20	1	(1)	20	20
2	BDL Hartford, CT	-	-	-	-	-	-	-	-	-
3	BWI Baltimore, MD	33	-	(1)	32	30	3	(1)	32	26
4	MDW Chicago-Midway	12	-	-	12	10	2	-	12	12
5	ORD Chicago-O'Hare	33	8	-	41	24	17	-	41	25
6	CLT Charlotte, NC	21	-	-	21	21	-	-	21	20
7	DFW Dallas/FT Worth, TX	7	-	-	7	7	-	-	7	-
8	DEN Denver, CO	-	-	-	-	-	-	-	-	-
9	DTW Detroit, MI	27	-	-	27	21	6	-	27	-
10	FLL Fort Lauderdale, FL	9	-	(2)	7	7	2	(2)	7	6
11	RSW Fort Myers, FL	1	-	(1)	-	-	1	(1)	-	-
12	MIA Miami, FL	1	-	(1)	-	1	-	(1)	-	1
13	MSP Minneapolis, MN	-	-	-	-	-	-	-	-	-
14	MYR Myrtle Beach, SC	2	-	-	2	-	2	-	2	-
15	BNA Nashville, TN	2	-	-	2	2	-	-	2	3
16	EWR Newark, NJ	14	-	-	14	20	-	(6)	14	14
17	LGA New York, LaGuardia	13	-	-	13	13	-	-	13	24
18	MCO Orlando, FL	22	-	-	22	20	3	(1)	22	15
19	SFB Orlando/Sanford, FL	2	-	-	2	2	2	(2)	2	2
20	PHL Philadelphia, PA	14	7	-	21	18	10	(7)	21	20
21	RDU Raleigh-Durham, NC	-	-	-	-	-	-	-	-	-
22	PGD Tampa/Punta Gorda, FL	2	-	-	2	2	5	(5)	2	2
23	TPA Tampa, FL	7	-	(4)	3	7	-	(4)	3	2
24	PIE Tampa/St. Pete, FL	2	-	-	2	2	2	(2)	2	2
25	DCA Washington DC-Reagan	20	-	-	20	20	-	-	20	26
26	IAD Washington DC-Dulles	21	-	(3)	18	20	2	(4)	18	21
		285	15	(12)	288	267	58	(37)	288	269

Week 07 2024
Full Time Positions

	Budget Full Time	Budget Part Time	Budget Total	Filled Full Time	Vacant Full Time
AvPORTS					
Jan22	165	15	180	132	33
Jan23	175	16	193	129	46
Thru Week 23-22	174	15	189	136	38
Thru Week 23-28	174	15	189	133	41
Thru Week 23-33	174	15	189	134	40
Thru Week 23-36	174	15	189	132	42
Thru Week 23-41	174	15	189	135	39
Thru Week 23-46	174	15	189	136	38
Thru Week 23-50	174	15	189	138	36
Thru Week 24-03	174	15	189	138	36
Thru Week 24-07	192	10	202	142	50
Thru Week 24-11	192	10	202	140	52
FBO					
Jan22	33	-	33	25	8
Jan23	36	2	38	30	7
Thru Week 23-22	36	2	38	32	4
Thru Week 23-33	36	2	38	31	5
Thru Week 23-35	36	2	38	31	5
Thru Week 23-41	36	2	38	32	4
Thru Week 23-46	36	2	38	33	3
Thru Week 23-50	36	2	38	33	3
Thru Week 24-03	36	2	38	33	3
Thru Week 24-07	36	2	38	34	2
Thru Week 24-11	36	2	38	34	2
ACAA					
Jan22	20	3	23	20	-
Jan23	20	3	23	20	-
Thru Week 23-22	20	3	23	20	-
Thru Week 23-28	20	3	23	20	-
Thru Week 23-28	20	3	23	20	-
Thru Week 23-36	20	3	23	20	-
Thru Week 23-41	20	3	23	20	-
Thru Week 23-46	20	3	23	20	-
Thru Week 23-50	20	3	23	20	-
Thru Week 24-03	20	3	23	20	-
Thru Week 24-07	20	3	23	20	-
Thru Week 24-11	20	3	23	20	-
Total					
Jan22	218	18	236	177	41
Jan23	231	21	252	179	53
Thru Week 23-22	230	20	250	188	42
Thru Week 23-28	230	20	250	185	45
Thru Week 23-36	230	20	250	183	47
Thru Week 23-41	230	20	250	187	43
Thru Week 23-46	230	20	250	189	41
Thru Week 23-50	230	20	250	191	39
Thru Week 24-03	230	20	250	191	39
Thru Week 24-07	248	15	263	196	52
Thru Week 24-11	248	15	263	194	54

Week 11 2024

Full Time Positions

	Budget Full Time	Budget Part Time ⁽¹⁾	Budget Total	Filled Full Time	Vacant Full Time
10 Airfield (a)	29	2	31	19 (0 LOA)	10
20 Terminal-Custodial(b)	30	1	31	24 (1 LOA)	6
20 Terminal-Facilities(b)	11	1	12	10 (0 LOA)	1
21 Loading Bridge(b)	3	-	3	3 (0 LOA)	-
30 Parking (b)	22	5	27	14 (1 LOA)	8
30 Parking – Shuttle (b)	12	1	13	10 (0 LOA)	2
32 Landside	-	-	-	-	-
41 Operations (b)	38	-	38	17 (0 LOA)	21
42 ARFF (c)	25	-	25	25 (0 LOA)	-
43 Security	3	-	3	2	1
50 Vehicle Maint. (a)	12	-	12	10	2
59 Airport Mgmt.	7	-	7	6	1
60 FBO Comm.	11	-	11	10	1
61 FBO GA	21	2	23	21	0
69 FBO Admin (added)	4	-	4	3	1
71 ACAA	20	3	23	20	-
	248	15	263	196	52

⁽¹⁾ Does not include seasonal.

	Balance	Hire	Vacated	Balance
Jan22		2	2	
Feb		2	2	
Mar	171	2	5	168
Apr	168	3	2	169
May	169	7	3	173
June	173	4	2	175
July	175	-	2	174
Aug	174	8	1	181
Sep	181	5	3	183
Oct	183	-	2	181
Thru week 50	181	2	2	181
Thru week 23-02	181	-	2	179
Thru week 23-06	179	-	-	181
Thru week 23-10	181	4	1	184
Thru week 23-18	184	13	11	186
Thru week 23-22	186	5	3	188
Thru week 23-33	188	2	5	185
Thru week 23-36	185	5	5	185
Thru week 23-41	185	6	4	187
Thru week 23-46	187	5	3	189
Thru week 23-46	189	6	4	191
Thru week 24-03	191	7	7	191
Thru week 24-07	191	7	2	196
Thru week 24-11	196	2	4	194

(a) CSEA 12/31/2026
 (b) SMART 10/31/2023
 (c) IAFF 03/31/2023

RFB/P/Qs Schedule

		Bid Notice	Pre Meeting	Bid Opening
21-1082	Structural & Interior for Terminal Expansion	Aug-15	Aug-29	Oct-11
23-1160	Sweeper Replacement Brushes	Aug-24	na	Sep-26
23-1161GC	Wade Road Tree Removal	Aug-31	Sep-14	Sep-21
23-1163GC	Airfield Lighting Control and Monitoring System	Sep-21	Oct-10	Nov-07
21-1082-TSA	TSA Equipment Location	Nov-9	Nov-18	Dec-18
23	Line of Credit	Dec-04	na	Jan-09
Pending				
23-	RFQ - Aviation Legal Services	Jan 18 & 25		Feb 15
24-	RFB - Janitorial Supplies	Feb 15		Mar 14
24-	RFQ - Energy Broker Services	Feb 22		Mar 28
24-	RFP - Shuttle Bus Detailing Services	pending Apr		
24-	RFB - Credit Card Charge Services	pending Jun		
24-	RFB - Concourse A 1127-GC	Pending April 18		Pending May 23
24-	RFB - Deicing Product	pending Aug		

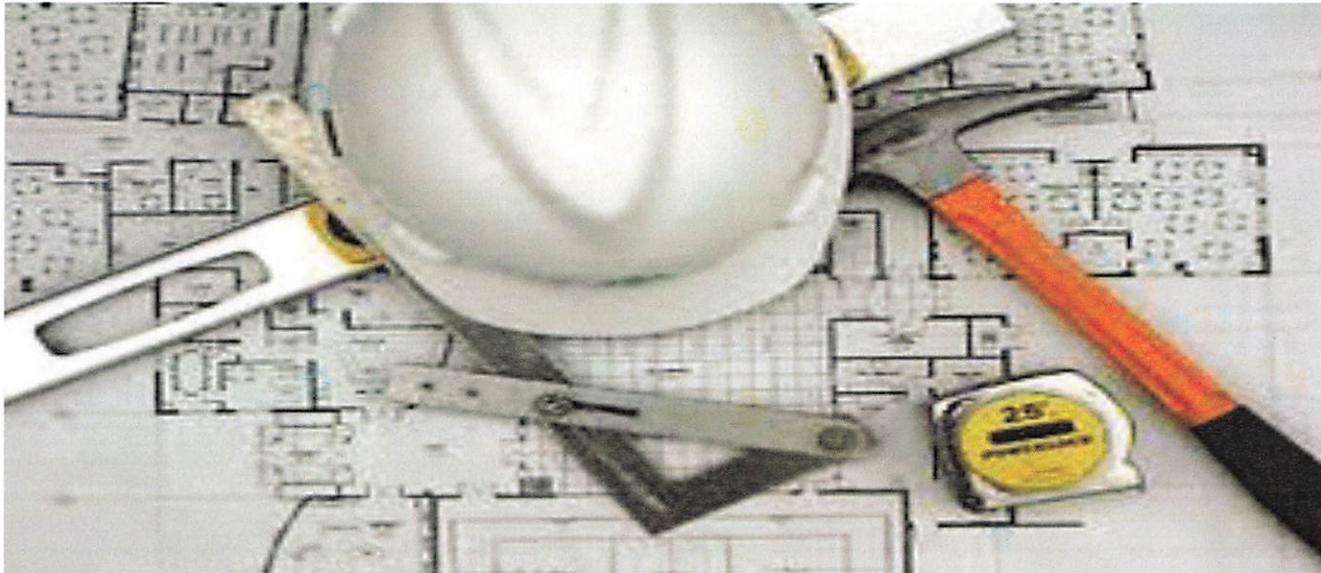
AGENDA ITEM NO. 5

Project Development



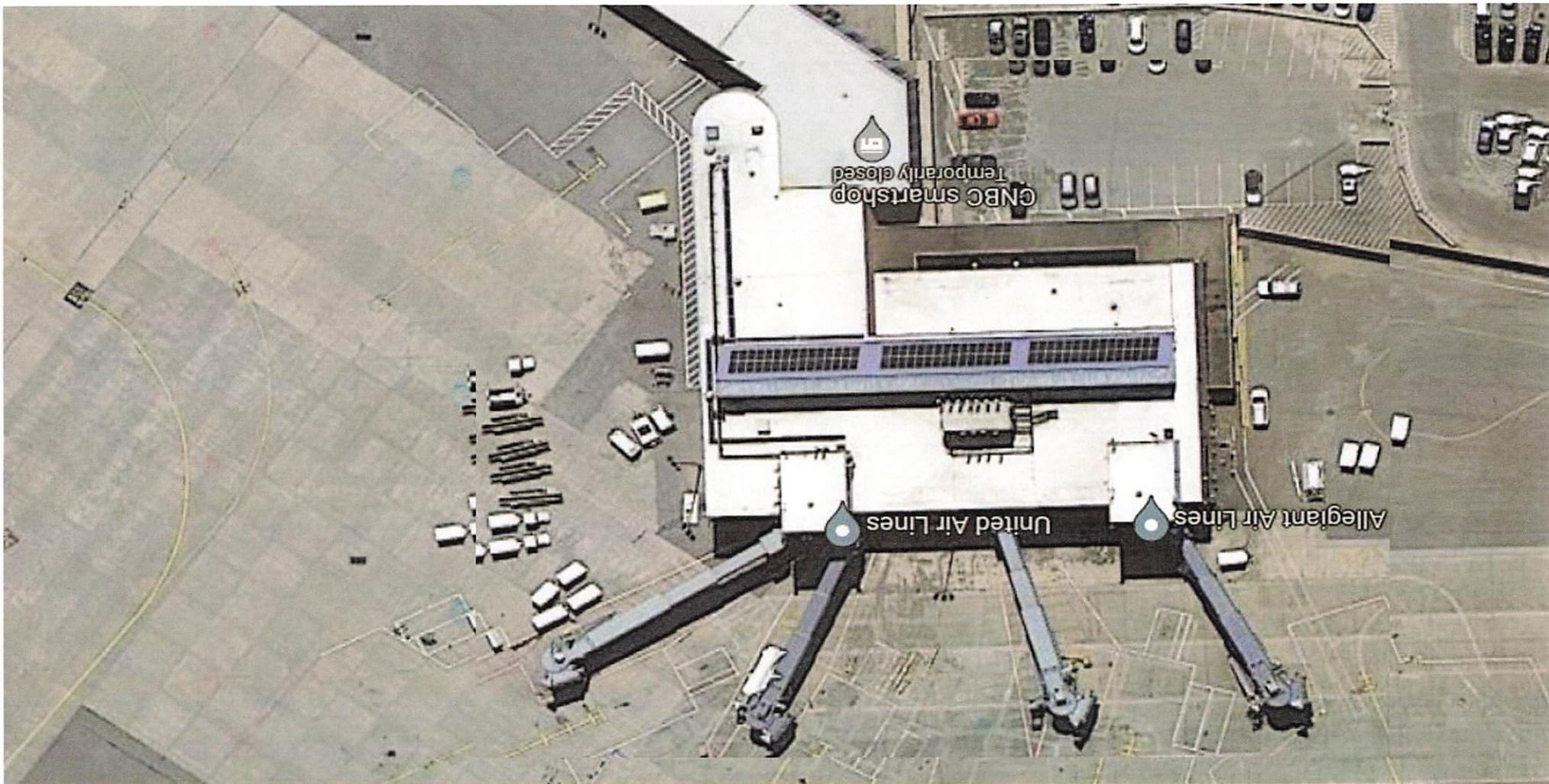
ALBANY
INTERNATIONAL AIRPORT

Project Development





Terminal & Checkpoint Expansion



Concourse A Rehabilitation



Replacement of Boarding Bridges A-6 & B-6



Access Gates



Runway 01-19 Pavement Rehab and Lighting Upgrade



Runway 01-19 Pipe Sleeve and Paving

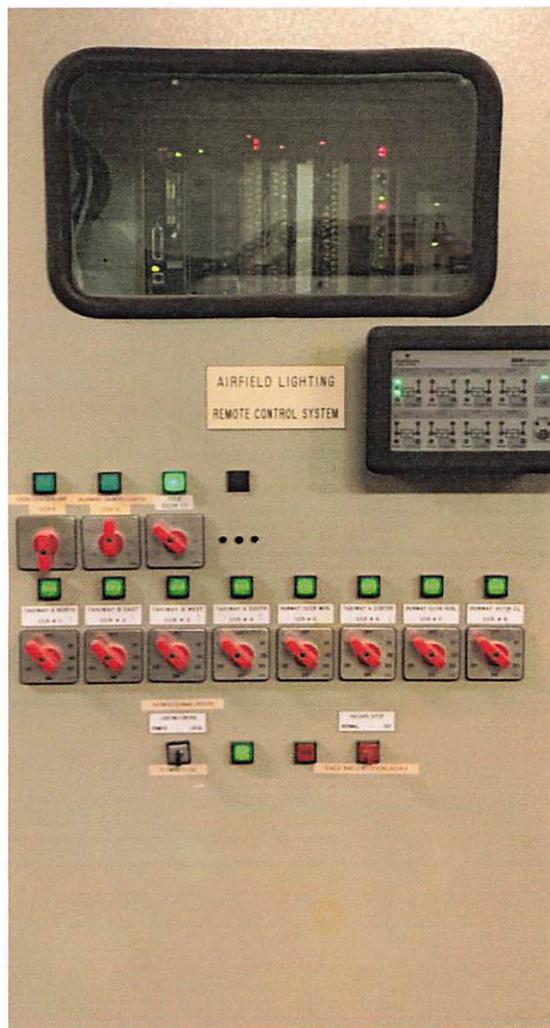


Air Traffic Control Tower



Main Elevator Terminal Replacement





Airfield Lighting Controls





HSD/SS2-01

SS1-02



New In-Line Checked Baggage

AGENDA ITEM NO. 6

Counsel

AGENDA ITEM NO. 7

Concessions/Ambassador Program



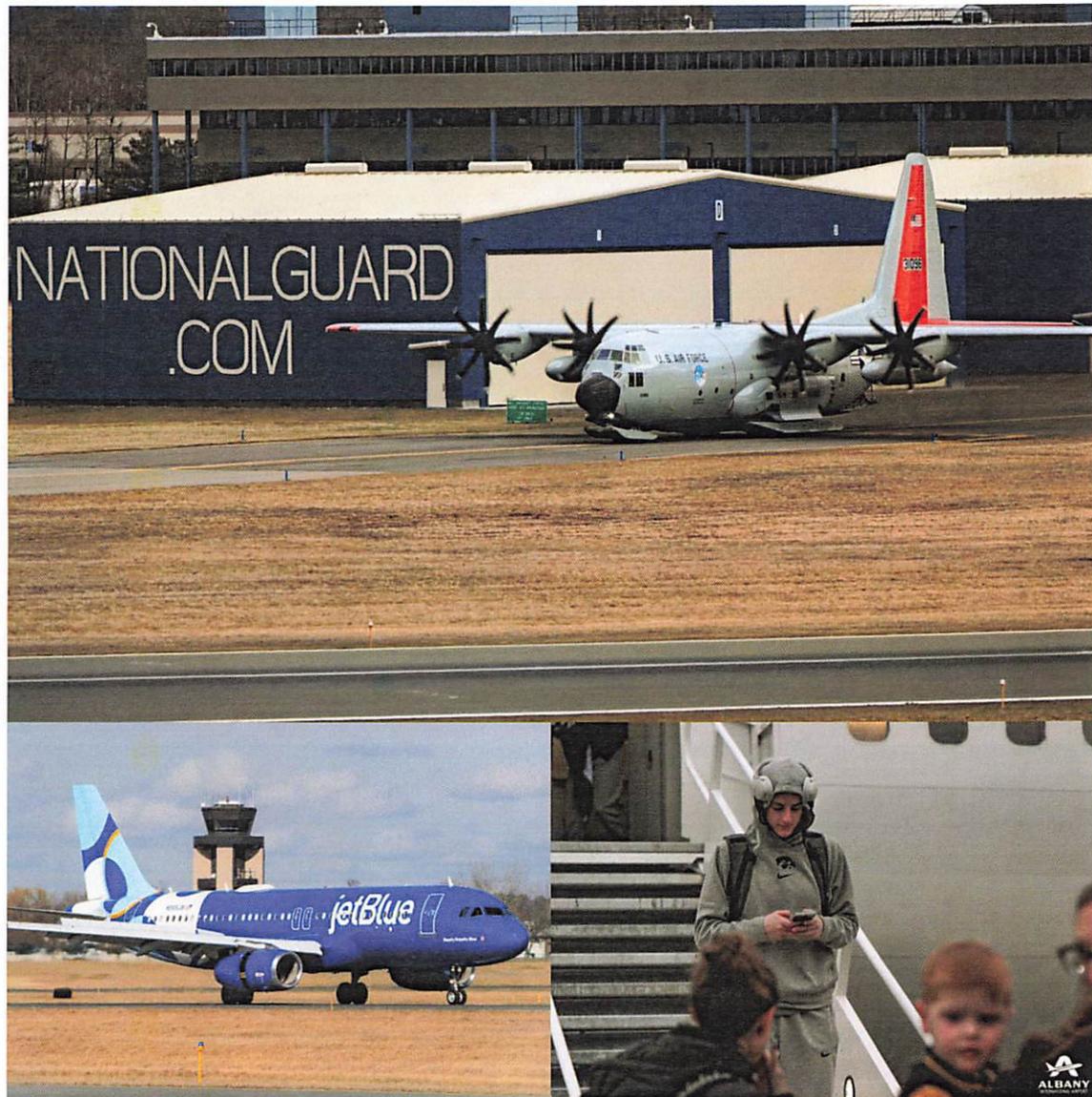
Communications Update

Steven A. Smith

Director of Communications

Traditional News Media

- CW2 Casey Frankowski and CW2 John Grassia
- Jet Blue's Additional Flight to FLL
- AIN Recognition for ALB's FBO
- Aeronautical Technology Institute with HVCC
- Construction Updates
- NCAA Women's Basketball
- Winter Weather
- Spring Break Travel



Social Media

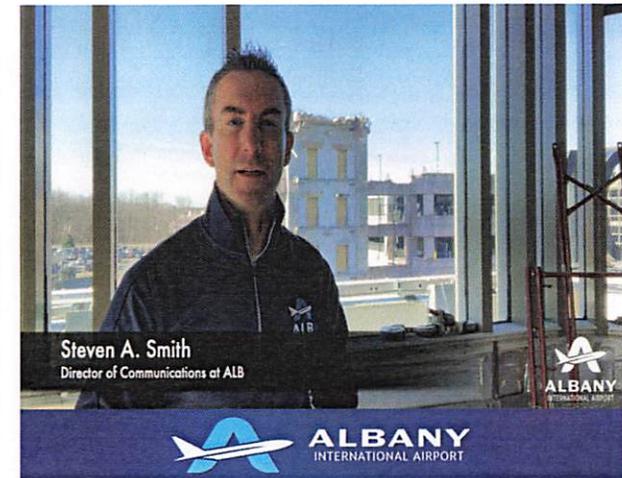
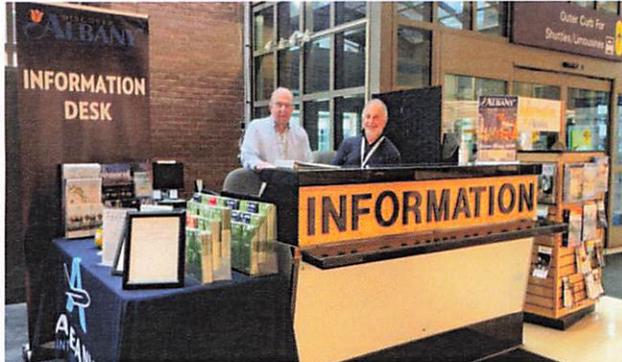
- FDNY Jet Blue
- National Puppy Day
- Winter Weather Tips/Highlight
- Groundhog
- E-Lot Reminders
- ARFF
- Team USA Hockey
- NCAA Women's B-Ball
- Easter
- Earthquake
- Eclipse
- FBO Recognition
- Job Fair at ESP
- National Garden Day
- Lisa Edelstein
- Twin's Birthday
- Specialty Aircraft



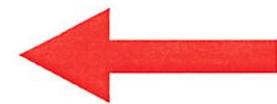
Construction Updates

- Consistent Messaging
 - Two Hour Arrival
 - Access to Terminal
 - Drop-Off/Pick-Up
 - Parking Garage
 - Temporary Walls
 - Sidewalk Closures
 - Signage
- Videos
 - Lane Shift
 - Info Desk
 - Demo Canopies/Façade
 - Rotunda Work
 - Micro piles
 - Validators Complete

Media Coverage



- Airline Ticketing
- TSA Security Checkpoint
- Escalators to Level Two
- Elevator



Social Media Insights

Facebook – 90 Days:

- Reach – 2.4M
- Content Published – 128 posts
- Engagement – 367.2K
- Have surpassed 13K followers

Instagram – 90 Days:

- Reach – 8,108
- Content Published – 170
- Engagement – 760



Comments



Top fan

Dan Carlino

It's going to look really nice when done.. Thanks for keeping us all up too date!!

1w [Love](#) [Reply](#) [Hide](#)

1



Katie Sorell

Perfect! 🙌

1w [Love](#) [Reply](#) [Hide](#)

1



Debbie L Reynolds · [Follow](#)

What a great job you guys did I had someone coming in on JetBlue yesterday in this big huge snowstorm perfect job thank you for keeping our runway clear 😊

3w [Love](#) [Reply](#) [Hide](#)

1



Lois Munnelly

Thank you all for your service 🙏

2w [Like](#) [Reply](#) [Hide](#)

1



Joy DeVoe-Mein

Just want you to know that we flew a couple of weeks ago. It was a great experience! Despite the construction everything was well marked and staff was very helpful guiding us through. Everything went as smoothly as it possibly could under the construction. Thank you so much for your hard work.

3w [Like](#) [Reply](#) [Hide](#)



Tabitha Clancy

Been through many airports and ALB is one of the prettiest inside and out - it will be even prettier soon! 🌟

4h [Love](#) [Reply](#) [Message](#) [Hide](#) 2



Susan Bentley

I have used this lot last 2 times flying. It was a great experience both times. Much improved over the last time I used it many years ago. Did not have to wait for shuttle. Dropped me off in front of airline I was flying. Pick up was equally quick and easy.

1w [Love](#) [Reply](#) [Hide](#)

1



Top fan

Marilyn E. Jess

We use the E lot whenever possible. The drivers are so helpful and friendly.

2w [Love](#) [Reply](#) [Hide](#)

1



Melissa Renaud

Plan on it! Be there in a couple of hours! We always use it!!

2w [Love](#) [Reply](#) [Hide](#)

2



Debra Schreck Aydinian

We always use it.

2w [Love](#) [Reply](#) [Hide](#)

1



Jen Stone Pasek

It is easier than parking in long term and walking. The shuttles are there all the time and it's great to get dropped right in front

2w [Love](#) [Reply](#) [Hide](#)

2

Website – Online Clearinghouse

- Updates to Construction Page
- News Releases Added to Newsroom



- **21** March 11, 2024: Beginning soon, those dropping off or picking up passengers in front of the main terminal should be advised that due to construction activities, the driving lanes will shift. The driving lane will shift to the former commercial lane near the north parking garage. Please follow security personnel and signage.
- **22** April 4, 2024: The driving lane has officially shifted to the old commercial lane. Please continue to follow security personnel and signage.
- **23** April 4, 2024: Demolition has begun on the front of the building, beginning with the canopies. This will be a lengthy process that has resulted in sidewalks and vestibules being closed.





November 2024 AAAE Calendar



Looking Ahead

- Story with Spectrum News
- Story with AAAE
- Ongoing Construction Updates
- Patriot Flight 4/17
- E-Newsletter April
- “Going Places” Podcast



AGENDA ITEM NO. 8

Public Affairs

AGENDA ITEM NO. 9

Business & Economic Development

AGENDA ITEM NO. 10

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

AGENDA ITEM NO. 10.1

**Purchase: TLD JET-16 Electric Aircraft,
Baggage and Cargo Tractor**

**Aero Specialties
11175 W. Emerald Street
Boise, ID 83713**

AGENDA ITEM NO: 10.1
MEETING DATE: April 15, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
04/15/2024

DEPARTMENT: Finance

Contact Person: Michael Zonsius, Chief Financial Officer

PURPOSE OF REQUEST:

Purchase: TLD JET-16 Electric Aircraft, Baggage and Cargo Tractor

*Aero Specialties
11175 W. Emerald Street
Boise, ID 83713*

AMOUNT: \$ 60,034.00

BUDGET INFORMATION:

Anticipated in Current Budget: Yes: No:
Account String: 2024-79400-71-0000

FISCAL IMPACT - FUNDING (Percentages)

Federal: NA State: NA Airport: 100%

JUSTIFICATION:

Request is made to approve the purchase of one (1) TLD Jet-16 Electric Aircraft, Baggage and Cargo Tractor. This is an electric tractor that will be used at the FBO facility and its purchase is being expedited for the anticipated additional Belmont Stakes traffic in June.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:

YES: NA:

AGENDA ITEM NO: 10.1
MEETING DATE: April 15, 2024

PROCUREMENT DEPARTMENT APPROVAL:

Purchase is consistent with Procurement Policy.

BACK-UP MATERIAL:

Bid Quote



Jet-16 Electric Aircraft Baggage and Cargo Tractor



11175 W. Emerald Street
 Boise, ID 83713
 United States of America
 +1 208-378-9888
 +1 208 378-9889
 sales@aerospecialties.com
 www.aerospecialties.com



Quote Number: AS1Q24176

Date of Quote:

Quote Valid Through: Apr 18, 2024

Sold To:	Ship To:	Your Sales Rep:
Albany Airport/Million Air	Albany Airport/Million Air	Tony Cale
Attn: Accounting Dept. 737 Albany Shaker Road Albany, NY 12211	Attn: Accounting Dept. 737 Albany Shaker Road Albany, NY 12211	GSE Sales Manager Phone: +1 208-378-9888 Email: tonyc@aerospecialties.com

Ship Via	Incoterms	Payment Terms	Reference
TBD	EXW	Pending	

Thank you for your interest in AERO Specialties. Attached is the quote along with additional information requested. We appreciate the opportunity to earn your business. If you have any questions please let me know.

Part #	Description	Lead Time	Qty	List Price	-	Unit Price	Ext. Price
JET-16 Electric Lithium	New TLD JET-16 Electric Aircraft, Baggage and Cargo Tractor. 4500DBP. Lithium Powered.	22 weeks ARO	1	\$60,034.00	-	\$60,034.00	\$60,034.00

Standard Spec:

JET-16

Front light protections

Front tow hitch, 1 level with pin diameter 32 mm

Curtis console for system parameters & troubleshooting for controller

Cab with sliding doors, heater/demister, heating rear windscreen, front&rear windscreen wiper and washer, rear windscreen protection

Draw bar pull 2000 daN (with ballast)

Keyless ignition switch - outside CE area

iBS, 1 pack with PDU2, option 000 should be selected

iCharger 5 kW, Single Phase (plug 3 pins - one phase, neutral, ground -included)

000 Ballast compulsory for iBS 1 pack

FREIGHT Shipping EXW: Boise, ID. Rates available upon request.

****FREIGHT rates are currently very volatile. As such AERO Specialties cannot honor quoted freight rates. All freight will be charged at actual freight rate at time of shipment.****

Part #	Description	Lead Time	Qty	List Price	-	Unit Price	Ext. Price
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Totals

FOR UNITED STATES CUSTOMERS ONLY:

Due to laws concerning sales tax collection in the USA's various states, AERO Specialties will now collect sales tax from all customers that are not tax-exempt. The state/county's sales tax will be charged at the time of invoicing. Please provide your exemption documentation or relevant information during order placement if you are a reseller or a tax-exempt customer.

Subtotal	\$60,034.00
-	\$0.00
Estimated Tax	\$0.00
Shipping	\$0.00
Grand Total	\$60,034.00

Lead times are quoted in business days and subject to change.

Deposit Required	\$0.00
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BEWARE OF CYBER FRAUD!

Before wiring any funds, call the AERO Specialties representative at a number you know is valid to confirm the instructions and be wary of any request to change wire instructions you have already received.

Quotation Notes and Acceptance

To accept and purchase the equipment on this quotation, sign below and return:

Acceptance Date: _____

Print Name: _____

Signature: _____

STANDARD TERMS AND CONDITIONS OF SALE

of AERO Specialties, Inc.

ARTICLE 1 - SALES CONTRACTS- AERO Specialties, Inc. (herein called the "Seller") sells all products and services only upon these standard terms and conditions, which, unless otherwise agreed by the Seller in writing, shall be a part of the contract therefore and shall supersede any inconsistent terms on customers purchase order, notwithstanding any contrary terms that may appear therein. An order placed with the Seller must be in the form of a written purchase order. The issuance of a purchase order, confirmation or acknowledgment by customer shall be deemed to evidence and authenticate the customer's acceptance of these standard terms and conditions.

All proposals, quotations, bids or other similar communications from the Seller will be considered invitations to customer to submit an offer to contract in the form of a written purchase order. A binding sales contract will result when the Seller accepts the customer's order by mailing a letter of acceptance, or an acknowledgment copy of an entered order, to the customer. All such sales contracts shall be governed by the laws of the State of Idaho, U.S.A., but not its conflicts of laws provisions. Upon receipt of customer's order, the Seller, at its sole discretion shall evaluate customer's then current performance of payment to the Seller, other suppliers and creditors, the Seller's acceptance of customer's order is subject to the Seller's satisfaction with such payment performance.

ARTICLE 2- TERMS OF PAYMENT-

Terms are net 30 days (upon written credit approval authorization by Seller) from EXW date unless otherwise provided in the Seller's proposal or invoice. When an account becomes past due according to its terms, interest will be charged at a rate of 1 1/2% per month on all balances until paid in full. If an account is turned over for collection, the customer will be responsible for Seller's costs and expenses of collection, including reasonable attorneys' fees.

If delivery in installments is quoted by the Seller or required by customer's order, failure of customer to make any payment when due as provided for in the sales contract shall give the Seller the right to suspend work or delivery until such payment is made. In the event that any such default by customer continues for more than 15 days after the date due, the Seller may at any time thereafter cancel the sales contract by written notice faxed, mailed or telegraphed to customer and thereupon be entitled to recover the cancellation charges set forth in Article 8. In addition, the Seller shall have the right to repossess without process any previously delivered equipment, parts or products which have not been paid for in full. In the event the Seller suspends work on customer's order due to customer's failure to make payment at the time provided for in the sales contract, any claim by customer against the Seller for delay in completion of the work shall be waived and barred.

Security Interest. You grant to Seller and Seller will retain a purchase money security interest under the Uniform Commercial Code in all goods purchased from Seller until the goods are paid in full. If you fail to pay for the goods as agreed, Seller may repossess any goods in which it retains a security interest and Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code. You authorize Seller to file financing statements covering the goods.

ARTICLE 3- PRICES- Unless otherwise specifically and conspicuously stated in a written quotation, order acknowledgement, or other document signed by the Seller, the price of any equipment, parts or products shall be the price for such equipment, parts or product in effect at the time of shipment.

ARTICLE 4- SHIPPING; DELIVERY-

Shipping dates are subject to review at the time customer's order is accepted and will be determined at that time on the basis of the Seller's then current shipping commitments. Shipping dates are quoted in good faith, the Seller, however, will not be liable for loss or damage due to delay or failure to make delivery when such delay or failure is caused by fire, strike, civil or military authority, war, hostilities, governmental action, failure of suppliers to make delivery as scheduled, or any other cause beyond the Seller's reasonable control, including delay or interruption in manufacture, shipment or installation caused by customer.

Unless otherwise stated, all sales are EXW (Ex Works) (Incoterms 2010). Risk of loss or damage to products shall remain with Seller until delivery of the goods in accordance with the applicable Incoterm.

Any unit not shipped after 90 days from EXW (Ex Works- factory location) (Incoterms 2010) (Green Tag) date will generate a cost of 0.5% of the Selling price of the Unit that will be invoiced by the Seller to the customer

ARTICLE 5 - WARRANTY- Unless otherwise provided, the only warranty, which the Seller makes in connection with its equipment, parts and products, is the published AERO SPECIALTIES general warranty conditions. Receipt of information from the customer and delivery by the Seller of equipment, parts or products specified in customer's order does not imply a warranty by the Seller that the equipment, parts or products so delivered will be suitable for the purposes disclosed. IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

ARTICLE 6 - LIMITATION OF LIABILITY- IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including loss of profits, in connection with its acceptance of customer's order or in connection with the manufacture, delivery or installation of the equipment, parts or products so ordered, whether customer's claim for such damages be based upon failure or delay of delivery, breach of guaranty or warranty or otherwise.

ARTICLE 7 - RETURNS- Any equipment, part or product, which is returned under warranty, may be so returned only with the prior written approval of the Seller's home office, which approval will not be unreasonably withheld. Equipment, parts or products for which return is authorized must be shipped prepaid to the Seller's warehouse or a AERO SPECIALTIES Factory as advised in the written approval. A re-stock fee of up to 15% may be applied to the return depending upon condition of product and circumstance of return.

ARTICLE 8 - CANCELLATION CHARGES-

In case of any contract cancellation by the customer:

A 20% penalty of the total contract amount will be levied if cancellation occurs during the 60 days prior to the original expected date of shipment.

A 50% penalty of the total contract amount will be levied if cancellation occurs after the original expected date of shipment

In the event customer causes delays, or otherwise materially hampers or interrupts the Seller's manufacture, shipment or installation or equipment, parts or products, the Seller may terminate the sales contract and customer shall pay the Seller the applicable cancellation charges set forth above.

ARTICLE 9 - DESIGN PROTECTION- No rights in designs, trade names, trademarks, and copyrights of merchandise delivered hereunder shall pass to customer and customer agrees not to reproduce or simulate or cause or knowingly allow to be used, reproduced or simulated, either directly or indirectly, such designs, trade names, trademarks and copyrights.

ARTICLE 10 - SERVICES- The provisions of these Standard Terms and Conditions relating to sales contracts, terms of payment price, and limitation of liability are applicable to any services sold by the Seller whether separately or in conjunction with an equipment order.

AGENDA ITEM NO. 10.2

**Purchase: Five (5) Card Readers and Six (6)
Cameras for Buildings 211 and 222
(Commuteair Hangars)**

**Convergint
14 Petra Lane
Albany, New York 12205**

AGENDA ITEM NO: 10.2
MEETING DATE: April 15, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
04/15/2024

DEPARTMENT: *Finance*

Contact Person: *Michael Zonsius, Chief Financial Officer*

PURPOSE OF REQUEST:

Purchase: *Five (5) Card Readers and Six (6) Cameras for Buildings 211 and 222
(Commuteair Hangars)*

*Convergint
14 Petra Lane, Albany, New York 12205*

AMOUNT: *\$70,180.10*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes: No:
Account String: 2024-79400-71-0000

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal: NA State: NA Airport: 100%

JUSTIFICATION:

Request is made to approve the purchase and installation of card readers and cameras at Building 211 (Commuteair) and Building 222 (Commuteair). The card readers will replace existing cipher locks and allow the Operations Center to remotely control entryway access. Security will be further enhanced with the addition of cameras that will allow for visual surveillance at entry points.

Purchase is authorized pursuant to Procurement Policy, Section 2.11(ii), centralized contract NYS Security Contract #PT68778.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.2

MEETING DATE: April 15, 2024

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:

YES: NA:

PROCUREMENT DEPARTMENT APPROVAL:

Purchase is consistent with Procurement Policy.

BACK-UP MATERIAL:

Bid Quote



Cipher Locks to be replaced



RK40 Card Reader



14 Petra Lane, Albany, New York 12205
Phone Mobile 518-524-6756
jeremy.degrasse@convergint.com
NYS Security Contract PT68778

February 14, 2024

Albany International Airport
Albany International Airport
737 Albany Shaker Rd Albany, New York 12211
Attention: Jim O'Brien

Quotation: JD25653858P
RFP#:
License/Cert

Reference: CommuteAir Doors & Cameras

Convergint is pleased to offer this proposal to add (5) Card Readers and (5) Cameras at exterior doors, (1) Door Contact and (1) Interior Camera at loading dock door.

Provide and install the following:

- (5) HID card reader w/keypad interior
- (5) Request to exit
- (5) Door contacts
- (5) Exterior cameras
- (1) iSTAR Ultra G2
- (1) iSTAR Edge

Convergint Labor:

- Project management
- Camera cyber hardening
- Head end termination at new panels
- Program and test

Subcontractor Labor and Materials:

Kelley Brothers to provide and install the following:

- (5) Securitron IMXDA maglock

Comalli to provide and install the following:

- Furnish and Install Composite Cable from Headend to Door
- Furnish and Install Required ¾" Conduit for Cable Path Where Necessary
- Install Card Reader/Required Devices (Furnished by Convergint)
- Install Access Control panels and 120V (Furnished by Convergint)
- Install Cameras (Furnished by Convergint)



Proposal is based on:

- Prevailing wage labor rates
- Daytime weekday working hours

Excludes:

- All network devices, data cable surge protection, patch cords
- Data network configuration
- Parts not listed in quote (maglocks, power supplies, batteries etc.)
- Service/Repair of any existing problems discovered
- Disposal of old equipment
- Warranty of existing re-used equipment

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	Access Control				
2	1.00	FPO75/250-2D8E6S	FPO75/250 Dual Voltage Power 325W Total Output, 120 VAC Input, AC Fault, 2 D8 16 Auxiliary Outputs, E6S Enclosure	\$ 3,545.16	\$ 3,545.16
3	1.00	GSTAR-GCM	iSTAR Ultra G2 GCM board	\$ 3,977.94	\$ 3,977.94
4	1.00	GSTAR-ACM	iSTAR Ultra G2 ACM board, 8 readers. Includes USB cable	\$ 2,158.09	\$ 2,158.09
5	1.00	GSTAR004	iSTAR Edge G2, 4-reader, with enclosure 12/24 VDC input. Requires RM modules for Wiegand readers 3 & 4.	\$ 1,867.65	\$ 1,867.65
6	1.00	AL600ULACM	POWER SUPPLY 6A @ 12/24VDCUL LISTED FIRE/ACCESSINTERFACE INSTALLED	\$ 419.00	\$ 419.00
7	5.00	738415	12V 7AH Rechargeable SLA Battery with F1 Terminal	\$ 25.16	\$ 125.80
8	5.00	921NTNNE K00000	RDR, RK40, ICLASS, SE REV E, KPD, NO PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, KPF-4-BIT, 32 BIT	\$ 387.31	\$ 1,936.55
9	5.00	DS-DS160	REQUEST TO EXIT PIR - GRAY	\$ 90.90	\$ 454.50
10	5.00	DS-TP160	LT. GREY TRIM PLTE F/DS150&160	\$ 1.94	\$ 9.70
11	6.00	4400-A	4400-AINDUSTRIAL SURFACE MOUNT CONTA	\$ 46.66	\$ 279.96
12	Cameras				
13	5.00	01997-001	P1455-LE Compact, outdoor-ready HDTV camera for day/night surveillance. NEMA 4X, IP66/67 and IK10-rated, light weight HDTV 1080p resolution fixed bullet camera providing Forensic WDR and Lightfinder 2.0. Varifocal 3-9 mm F1.6 lens with remote 3 x optical	\$ 610.60	\$ 3,053.00
14	6.00	GSC-Om-E-1C	1 Enterprise camera connection, mandatory Genetec™ Advantage	\$ 227.50	\$ 1,365.00



Line	Qty	Part	Description	Unit Price	Extended Price
15	6.00	ADV-CAM-E-1Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera 1 year	\$ 46.69	\$ 280.14
16	1.00	02328-001	P3265-LVE High-performance fixed dome camera with Deep Learning Processing Unit (DLPU).	\$ 704.68	\$ 704.68
17	2.00	01191-004	T8508 POE+ NETWORK SWITCH 8-Channel, RJ45 10Base-T/100Base-TX/1000Base-T Uplink (8x) PoE, RJ45/SFP 100Base-TX/1000Base-T (2x) Combination, 100 to 240V AC, 130W, Metal, Black, US	\$ 422.43	\$ 844.86
18	4.00	SFP-6	SINGLEMODE, 1000FX, 1310NM15KM, 2 FIBER, LC	\$ 136.32	\$ 545.28

Equipment Total	\$ 21,567.31
Convergent Labor	\$ 10,920.00
Subcontractor Labor	\$ 35,960.72
Freight/Warranty	\$ 1,732.07
Tax if Applicable	\$ 0.00
Total Project Price	\$ 70,180.10

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Jeremy DeGrasse

Convergent
Jeremy DeGrasse

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Jim O'Brien

Customer Name (Printed)

February 14, 2024

Date

Authorized Signature

Title



Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work, including without limitation, goods, services, equipment and software, ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and, subject to any addendums, represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services or software capable of obtaining what may be characterized as biometric information are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any license agreements. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

For the period of one (1) year, commencing at the earlier of substantial completion of the Work or first beneficial use, ("Warranty Period"), the:

- a. Work performed under this Agreement will be of good quality;
- b. Equipment will be new unless otherwise required or permitted by this Agreement;
- c. Work will be free from defects not inherent in the quality required or permitted; and
- d. Work will conform to the requirements of this Agreement.

This warranty excludes remedy for damage or defect caused by abuse, theft, neglect, modifications not executed by Convergent, improper or insufficient maintenance, improper use or operation; fire, explosion, water exposure, corrosion, rust, adverse environmental conditions or resulting from accidents, or any other Acts of God; fluctuations in the building power supply, failure to provide a power supply, or operating an environment that does not conform to the manufacturer's specifications; repair, service, adjustment, tampering or modification of the equipment by anyone other than Convergent service personnel; negligence or acts or omissions of Customer or any third party (excluding a Convergent service personnel); or normal wear and tear under normal usage. The Customer's sole and exclusive remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own discretion and expense any defective or improper Work discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any software, equipment or products included in the Work and installed by Convergent shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent or which is exclusively granted to customer in the software documentation. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 4, THE WORK IS PROVIDED BY CONVERGENT WITHOUT FURTHER WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional Work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for or be deemed in breach of this Agreement because of any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$5,000,000 per occurrence/aggregate

Convergent's insurance is limited to the coverages listed above and Convergent will not provide Builder's Risk Insurance. Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

It is understood and agreed by the parties that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

Convergent will comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 11. PERSONAL DATA

This Agreement does not authorize Convergent to access, collect, store or process any biometric information although the equipment or products included in the Work (including embedded software) installed by Convergent are capable of collecting biometric information. Customer agrees and will comply with any and all applicable local, state or federal laws, ordinances, rules or regulations (collectively, "Laws") with respect to collecting biometric information using the equipment or products provided under this Agreement. Notwithstanding the foregoing, to the extent Customer uses the Work to collect biometric information or provides Convergent with access to biometric information, Customer acknowledges that Laws may limit Customer's rights and impose obligations with respect to use of software capable of collecting biometric information, including any hardware or other software and services associated with the biometric information, and agrees that Customer is solely responsible to ensure its own compliance with such Laws. To the fullest extent allowed by law, Customer will defend, indemnify and hold Convergent harmless from and against any and all claims, suits, actions, legal proceedings, liabilities, damages, fines, fees, penalties, costs and expenses arising out of or relating to Customer's use or collection of biometric information.

SECTION 12. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of equipment and/or products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) applicable market trends, or (d) other events not within Convergent's control that impact the cost of performing the Work. The variation in the cost of the equipment, products and/or labor shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges to this order, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

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This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, the Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>

AGENDA ITEM NO. 10.3

**Purchase: Building 300 (Cargo Building)
Six (6) Card Readers and Three (3) Cameras**

**Convergint
14 Petra Lane
Albany, New York 12205**

AGENDA ITEM NO: 10.3
MEETING DATE: April 15, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
04/15/2024

DEPARTMENT: Finance

Contact Person: Michael Zonsius, Chief Financial Officer

PURPOSE OF REQUEST:

Purchase: Building 300 (Cargo Building) - Six (6) Card Readers and Three (3) Cameras

*Convergint
14 Petra Lane, Albany, New York 12205*

AMOUNT: \$ 67,719.37

BUDGET INFORMATION:

*Anticipated in Current Budget: Yes: No:
Account String: 2024-79400-71-0000*

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal: NA State: NA Airport: 100%

JUSTIFICATION:

Request is made to approve the purchase and installation of card readers and cameras at Building 300 (Cargo Building). The card readers will replace existing cipher locks and allow the Operations Center to remotely control entryway access. Security will be further enhanced with the addition of cameras that will allow for visual surveillance at entry points.

Purchase is authorized pursuant to Procurement Policy, Section 2.11(ii), centralized contract NYS Security Contract #PT68778.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:

YES: NA:

AGENDA ITEM NO: 10.3
MEETING DATE: April 15, 2024

PROCUREMENT DEPARTMENT APPROVAL:

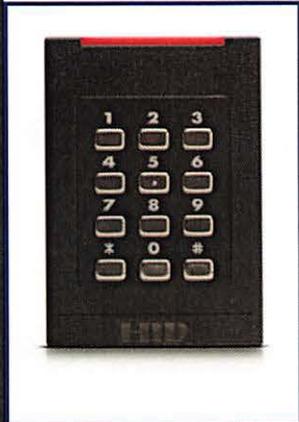
Purchase is consistent with Procurement Policy.

BACK-UP MATERIAL:

Bid Quote



Cipher Locks to be replaced



RK40 Card Reader



14 Petra Lane, Albany, New York 12205
Phone Mobile 518-524-6756
jeremy.degrasse@convergint.com
NYS Security Contract PT68778

February 14, 2024

Albany International Airport
Albany International Airport
737 Albany Shaker Rd Albany, New York 12211
Attention: Jim O'Brien

Quotation: JD25653814P
RFP#:
License/Cert

Reference: Cargo BLD Doors & Cameras

Convergint is pleased to offer this proposal to add (6) Card Readers and (3) Cameras at exterior doors of Air Cargo building.

Provide and install the following:

- (6) HID card reader w/keypad interior
- (6) Request to exit
- (6) Door contacts
- (3) Exterior cameras
- (1) iSTAR Ultra G2

Convergint Labor:

- Project management
- Camera cyber hardening
- Head end termination at new panels
- Program and test

Subcontractor Labor and Materials:

Kelley Brothers to provide and install the following:

- (6) Securitron IMXDA maglock

Comalli to provide and install the following:

- Furnish and Install Composite Cable from Headend to Door
- Furnish and Install Required 3/4" Conduit for Cable Path Where Necessary
- Install Card Reader/Required Devices (Furnished by Convergint)
- Install Access Control panels and 120V (Furnished by Convergint)
- Install Cameras (Furnished by Convergint)



Proposal is based on:

- Prevailing wage labor rates
- Daytime weekday working hours

Excludes:

- All network devices, data cable surge protection, patch cords
- Data network configuration
- Parts not listed in quote (maglocks, power supplies, batteries etc.)
- Service/Repair of any existing problems discovered
- Disposal of old equipment
- Warranty of existing re-used equipment

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	Access Control				
2	1.00	FPO75/250-2D8E6S	FPO75/250 Dual Voltage Power 325W Total Output, 120 VAC Input, AC Fault, 2 D8 16 Auxiliary Outputs, E6S Enclosure	\$ 3,663.33	\$ 3,663.33
3	1.00	GSTAR-GCM	iSTAR Ultra G2 GCM board	\$ 3,977.94	\$ 3,977.94
4	1.00	GSTAR-ACM	iSTAR Ultra G2 ACM board, 8 readers. Includes USB cable	\$ 2,158.09	\$ 2,158.09
5	1.00	AL600ULACM	POWER SUPPLY 6A @ 12/24VDCUL LISTED FIRE/ACCESSINTERFACE INSTALLED	\$ 419.00	\$ 419.00
6	5.00	738415	12V 7AH Rechargeable SLA Battery with F1 Terminal	\$ 25.16	\$ 125.80
7	6.00	921NTNNE K00000	RDR, RK40, ICLASS, SE REV E, KPD, NO PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, KPF-4-BIT, 32 BIT	\$ 387.31	\$ 2,323.86
8	6.00	DS-DS160	REQUEST TO EXIT PIR - GRAY	\$ 90.90	\$ 545.40
9	6.00	DS-TP160	LT. GREY TRIM PLTE F/DS150&160	\$ 1.94	\$ 11.64
10	6.00	4400-A	4400-AINDUSTRIAL SURFACE MOUNT CONTA	\$ 46.66	\$ 279.96
11	Cameras				
12	3.00	01997-001	P1455-LE Compact, outdoor-ready HDTV camera for day/night surveillance. NEMA 4X, IP66/67 and IK10-rated, light weight HDTV 1080p resolution fixed bullet camera providing Forensic WDR and Lightfinder 2.0. Varifocal 3-9 mm F1.6 lens with remote 3 x optical	\$ 610.60	\$ 1,831.80
13	3.00	GSC-Om-E-1C	1 Enterprise camera connection, mandatory Genetec™ Advantage	\$ 227.50	\$ 682.50
14	3.00	ADV-CAM-E-1Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera 1 year	\$ 55.25	\$ 165.75



Line	Qty	Part	Description	Unit Price	Extended Price
15	1.00	01191-004	T8508 POE+ NETWORK SWITCH 8-Channel, RJ45 10Base-T/100Base-TX/1000Base-T Uplink (8x) PoE, RJ45/SFP 100Base-TX/1000Base-T (2x) Combination, 100 to 240V AC, 130W, Metal, Black, US	\$ 422.43	\$ 422.43
16	2.00	SFP-6	SINGLEMODE, 1000FX, 1310NM15KM, 2 FIBER, LC	\$ 167.29	\$ 334.58

Equipment Total	\$ 16,942.08
Convergint Labor	\$ 7,152.00
Subcontractor Labor	\$ 42,293.66
Freight/Warranty	\$ 1,331.63
Tax if Applicable	\$ 0.00
Total Project Price	\$ 67,719.37

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Jeremy DeGrasse

Convergint
Jeremy DeGrasse

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Jim O'Brien
Customer Name (Printed)

February 14, 2024
Date



Authorized Signature

Title



Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work, including without limitation, goods, services, equipment and software, ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and, subject to any addendums, represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services or software capable of obtaining what may be characterized as biometric information are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any license agreements. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

For the period of one (1) year, commencing at the earlier of substantial completion of the Work or first beneficial use, ("Warranty Period"), the:

- a. Work performed under this Agreement will be of good quality;
- b. Equipment will be new unless otherwise required or permitted by this Agreement;
- c. Work will be free from defects not inherent in the quality required or permitted; and
- d. Work will conform to the requirements of this Agreement.

This warranty excludes remedy for damage or defect caused by abuse, theft, neglect, modifications not executed by Convergent, improper or insufficient maintenance, improper use or operation; fire, explosion, water exposure, corrosion, rust, adverse environmental conditions or resulting from accidents, or any other Acts of God; fluctuations in the building power supply, failure to provide a power supply, or operating an environment that does not conform to the manufacturer's specifications; repair, service, adjustment, tampering or modification of the equipment by anyone other than Convergent service personnel, negligence or acts or omissions of Customer or any third party (excluding a Convergent service personnel); or normal wear and tear under normal usage. The Customer's sole and exclusive remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own discretion and expense any defective or improper Work discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any software, equipment or products included in the Work and installed by Convergent shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent or which is exclusively granted to customer in the software documentation. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 4, THE WORK IS PROVIDED BY CONVERGENT WITHOUT FURTHER WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional Work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

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SECTION 14. MISCELLANEOUS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, the Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>

AGENDA ITEM NO. 10.4

**Purchase: One (1) New Holland – TS6110
CAB 4WD
One (1) Alamo Boom Mower – 22' Machete**

**Capital Tractor INC.
1135 State Route 29
Greenwich, New York 12834**

AGENDA ITEM NO: 10.4
MEETING DATE: April 15, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
04/15/2024

DEPARTMENT: *Finance*

Contact Person: *Michael Zonsius, Chief Financial Officer*

Note Michael Zonsius advised the Board in his report at the 05/09/2024 Board meeting that the purchase price increased by \$2,737. LCharland 05/09/2024

PURPOSE OF REQUEST:

Purchase: *One (1) New Holland – TS6110 CAB 4WD
One (1) Alamo Boom Mower – 22' Machete*

*Capital Tractor INC..
1135 State Route 29
Greenwich, New York 12834*

AMOUNT: *\$149,614.81*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes: No:
Account String: 2023-79400-71-0000

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal: NA State: NA Airport: 100%

JUSTIFICATION:

Request is made to approve the purchase of one (1) New Holland – TS6110 Cab 4WD Tractor and one (1) Alamo Boom Mower – 22' Machete. This tractor/mower will replace M-84 that is 22 years old and beyond its useful life. This tractor/mower will be used for vegetative management purposes.

Purchase is authorized pursuant to Procurement Policy, Section 2.11(ii), centralized contract NY OGS Contract #PC68200-Alamo and #PC69377-New Holland.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.4
MEETING DATE: April 15, 2024

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:

YES: NA:

PROCUREMENT DEPARTMENT APPROVAL:

Purchase is consistent with Procurement Policy.

BACK-UP MATERIAL:

Bid Quote



New Holland – TS6100 Cab 4WD and Alamo Boom Mower – 22' Machete

Capital Tractor INC.

1135 State Route 29
Greenwich, NY 12834



NY OGS CONTRACT #PC68200- ALAMO
NY OGS CONTRACT # PC69377- NEW HOLLAND

Albany International Airport

Chris Pasquini
130 Sicker Road
Albany NY 12110
cpasquini@albanyairport.com

Account Manager
Robert Palulis
518-487-0606
rpalulis@capitaltractorinc.com

Quote
Date: 3/14/2024
Expires: 3/31/2024

NEW HOLLAND- TS6 110 CAB 4WD	Qty	MSRP	TOTAL
TS6 110 CAB 4WD 110 HP BASE UNIT	1	\$97,477.00	
STANDARD FRONT TIRES- 14.9X24 6PLY R1	1	\$2,056.00	
STANDARD REAR TIRES- 18.4X34 8 PLY R1	1	\$4,241.00	
STANDARD (2) OPEN CENTER REMOTE VALVES WITH DETENT	1		
STANDARD 540 RPM HYDRAULIC PTO			
#337280 40KPH	1		
#336923- AIR SUSPENSION SEAT WITH SWIVEL	1	\$1,132.00	
#336937- INSTRUCTOR SEAT	1		
#330642- REAR WIPER/ WASHER	1	\$327.00	
#334743- HIGH VISIBILITY WINDOW	1	\$0.00	
#392295- RADIO	1	\$0.00	
#330066- CREEPER	1	\$3,034.00	
SUB TOTAL		\$108,267.00	
OGS DISCOUNT 27%		\$29,232.09	
SUB TOTAL		\$79,034.91	
TOTAL SUNDRIES		\$941.00	
DEALER PDI		\$1,875.00	
DELIVERY		\$1,000.00	
SUB TOTAL			82,850.91

ALAMO BOOM MOWER- 22' MACHETE

#04862213- 22' MACHETE 3 BOOM FOR 4WD TRACTORS	1	\$64,380.00	
#32121495- 60" SEVERE DUTY ROTARY BLADE BAR SWIVEL	1	\$25,282.00	
#32121913- SWIVEL KIT (REQUIRED WITH SWIVEL HEADS)			
#02982002- FACTORY MOUNTING	1	\$10,832.00	
#02994922- WIRE HARNESS ADAPTER	1		
#32122810- 18'-22' MOUNT KIT FOR NEW HOLLAND TS6. 110	1		
SUB TOTAL		\$100,494.00	
OGS DISCOUNT 15%		\$15,074.10	
SUB TOTAL		\$85,419.90	

FREIGHT	<u>\$4,344.00</u>
SUB TOTAL	\$89,763.90

	TRACTOR MOWER TOTAL	\$172,614.81
	SALES TAX	<u>EXEMPT</u>
	SUB TOTAL	\$172,614.81
BOOM MOWER AND TRACTOR	TRADE ALLOWANCE	<u>\$23,000.00</u>
	CONTRACT TOTAL	\$149,614.81

AGENDA ITEM NO. 10.5

**Professional Services Contract:
Contract No. S-1170 for Aviation Related Legal
Services with Anderson & Kreiger, LLP**

AGENDA ITEM NO: 10.5
MEETING DATE: April 15, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
04/15/2024

DEPARTMENT: Legal Department

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

PURPOSE OF REQUEST:

Professional Services Contract: *Contract No. S-1170 for Aviation Related Legal Services with Anderson & Kreiger, LLP*

CONTRACT AMOUNT:

Fee Schedule Attached.

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ✓ No NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

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

JUSTIFICATION:

Authorization is requested to award the Professional Services Contract S-1170 for Aviation Related Legal Services to Anderson & Kreiger, LLP. Anderson & Kreiger, LLP will render legal services from time to time that may include but are not limited to preparation, review and compliance with federal laws and the Federal Aviation Administration ("FAA") regulations regarding Airline Use and Lease Agreements, Property Leases, Contract Agreements, Air Carrier Incentive Program, Intergovernmental Agreements, Rates and Charges and Other Regulatory Agreements as assigned.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA

PROCUREMENT DEPARTMENT APPROVAL:

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

AGENDA ITEM NO: 10.5
MEETING DATE: April 15, 2024

BACK-UP MATERIAL:

- 1) Fee Schedule*
- 2) Statement of Qualifications submitted by Anderson & Kreiger, LLP*

ANDERSON & KREIGER LLP AIRPORT CLIENT RATE SCHEDULE

2024

Partners

David S. Mackey	\$650
TJ Roskelley	\$610
Melissa Allison	\$610
Nina Pickering-Cook	\$570
Mina Makarious	\$565
Christina Marshall	\$535
Other Partners	\$535-\$650

Counsel

Scott P. Lewis	\$680
Michele Kalowski	\$570

Associates

Sean Grammel	\$455
Paul M. Kominers	\$385
Matthew R. Bowser	\$315

Paralegal

Alex Peebles-Capin	\$200
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STATEMENT OF QUALIFICATIONS

of

ANDERSON

KREIGER

in response to

ALBANY COUNTY
AIRPORT AUTHORITY

REQUEST FOR QUALIFICATIONS

Contract # S-1170
Aviation Related Legal Services

February 13, 2024

ANDERSON KREIGER

Timothy J. Roskelley
roskelley@andersonkreiger.com
T: 617.621.6539
F: 617.621.6639

February 13, 2024

VIA FEDERAL EXPRESS

Albany County Airport Authority Purchasing Department
Albany County Airport Authority
22 Jetway Drive
Albany, NY 12211-1057

Re: *CONTRACT #S-1170 / Aviation Related Legal Services*

Dear Albany County Airport Authority:

Anderson & Kreiger LLP ("A&K") is pleased to submit this response to Albany County Airport Authority's ("Authority") RFQ for Aviation Related Legal Services. A&K is a nationally-recognized leader in aviation law.

I am pleased to sign this submittal on behalf of A&K. I have authority to contractually bind the firm and would be the firm's contact person during the period of the contract if we are awarded work by the Authority.

My contact information follows:

Timothy J. Roskelley
Anderson & Kreiger LLP
50 Milk Street, 21st Floor
Boston, MA 02109
t. 617.621.6539
f. 617.621.6639
e. roskelley@andersonkreiger.com

Thank you for your consideration of our qualifications.

Very truly yours,


TJ Roskelley

Enclosures

Introduction

Anderson & Kreiger LLP is pleased to submit this Statement of Qualifications and proposed solution in response to the Request for Qualifications for Aviation Related Legal Services by the Albany County Airport Authority (the "Authority"). Anderson & Kreiger has nationally recognized expertise in the representation of public airport owners and operators, such as the Authority, in a diverse array of significant legal matters. In addition to aviation law, these services include the following areas of expertise: environmental law advice and litigation; general civil litigation; real estate transactions and litigation; and engineering, architectural and construction contract drafting, negotiation and litigation. We are confident that we offer the Authority unmatched skill, experience and judgment.

Description of Anderson & Kreiger LLP

Anderson & Kreiger is a firm of 45 lawyers founded more than 30 years ago. The firm is a limited liability partnership organized under Massachusetts law. Our office is in Boston, Massachusetts.

Our current airport clients include (among others):

- Boston-Logan International Airport
- Cape Cod Gateway Airport
- Charlotte Douglas International Airport
- Cincinnati-Northern Kentucky International Airport
- Dallas Fort Worth International Airport
- Denver International Airport
- Detroit Metropolitan Wayne County Airport
- Dulles International Airport
- General Mitchell International Airport (Milwaukee, WI)
- George Bush Intercontinental Airport (Houston)
- Frederick Douglass Greater Rochester International Airport
- Hartsfield-Jackson Atlanta International Airport
- John Wayne (CA) Airport
- Indianapolis International Airport
- Los Angeles International Airport
- Martha's Vineyard Airport
- Nantucket Memorial Airport
- Norman Y. Mineta San Jose International Airport
- Oakland International Airport
- O'Hare International Airport
- Orlando International Airport
- Pease International Tradeport
- Philadelphia International Airport
- Phoenix Sky Harbor International Airport
- Raleigh-Durham International Airport
- Ronald Reagan Washington National Airport
- Sacramento International Airport
- Salt Lake City International Airport
- San Diego International Airport
- San Francisco International Airport
- Seattle-Tacoma International Airport
- South Bend International Airport
- William P. Hobby Airport (Houston)

We also regularly represent the interests of all the nation's major airports as counsel to Airports Council International – North America ("ACI").

During the course of their careers, the airport lawyers at Anderson & Kreiger have represented approximately 100 different governmental airport owners in the United States. Anderson & Kreiger has also long been recognized as one of the leading New England firms with a practice devoted to the representation of municipal clients and environmental law. The firm's practice continues to focus on the representation of public sector clients, such as the Authority, in civil litigation and regulatory matters often relating to environmental, land use, and construction issues. We have a general civil litigation and appellate practice; and represent many clients in developing new, alternative sources of energy, including renewable energy projects; an active real estate practice that includes the representation of municipal clients in complex transactions, including airline agreements; and highly sophisticated insurance coverage and construction practices.

Anderson & Kreiger has defined itself as a law firm that represents public sector clients with special distinction, and we have the resources and ability to serve airport clients, such as the Authority, with skill, efficiency, and good judgment.

- We have extensive experience in handling a wide variety of legal problems that currently face airport owners.
- Anderson & Kreiger will assign to the Authority, on an as-needed basis, a team of lawyers who will bring knowledge, experience, continuity, and enthusiasm to our work for the Authority.
- Our team servicing the Authority will be composed entirely of lawyers with skill and experience in serving the legal needs of airport owners and operators.
- The Anderson & Kreiger team will work closely with the Authority's Chief Counsel and staff to meet the Authority's objectives with respect to any airport matter assigned to us.

We fully commit ourselves and the resources of the firm to the representation of the Authority. We understand public airport owners, such as the Authority, have limited budgets for legal services and cannot always anticipate when outside counsel will be needed. All the members of the proposed team at Anderson & Kreiger are available, eager, and determined to meet the Authority's needs in a skillful, cost-effective, and timely manner.

Anderson & Kreiger LLP's Experience

The airport law team at Anderson & Kreiger currently represents airport owners across the country on exactly the specialized expertise in aviation law that we propose to provide to the Authority. A brief summary of our experience as it relates to the categories in the RFQ is below.

Anderson & Kreiger has a deep understanding of the various Federal laws and regulations that apply to the Authority. Although we have attorneys barred in New York State, we do not profess a particular level of expertise in New York state law or the regulations or laws of the County of Albany. As we do with all our airport clients, when issues of local law arise, the team at Anderson & Kreiger will happily work with in-house counsel or local lawyers approved by the Authority.

Airline Use and Lease Agreements (AULAs):

Anderson & Kreiger has unparalleled experience in the development, negotiation, drafting and implementation of AULAs at medium and large hub airports around the country, including the current Signatory Airline Use and Lease Agreement and related agreements at Albany International Airport. We are passionate about all of our work for our airport clients, but are particularly invested in these important agreements given the critical role they play in fostering growth and competition at each airport.

Over the last decade we have assisted our airport clients with AULAs at over 20 medium and large hub airports: Frederick Douglass Greater Rochester International Airport, Syracuse Hancock International Airport, Milwaukee Mitchell International Airport, San Jose Mineta International Airport, Nashville International Airport, Cincinnati/Northern Kentucky International Airport, Indianapolis International Airport, Salt Lake City International Airport, San Diego International Airport, Los Angeles International Airport, Seattle-Tacoma International Airport, San Francisco International Airport, Ronald Reagan Washington National Airport, Washington Dulles International Airport, Denver International Airport, Charlotte Douglas International Airport, Hartsfield-Jackson Atlanta International Airport, Chicago O'Hare International Airport, Houston George Bush Intercontinental Airport, Houston Hobby Airport, and Minneapolis-Saint Paul International Airport. Many of these agreements were negotiated to support major new capital projects, including the replacement of an aging terminal at Salt Lake City with an entirely new

terminal and the complete modernization of O'Hare. We also have extensive experience working on AULAs at airports where Southwest Airlines is the major air carrier including San Jose, San Diego, Nashville and Houston Hobby.

Because of the depth of our experience on the legal, operational and business issues addressed in an AULA, we are able to provide a wide array of services to our clients, including (1) educating airport management and staff on the basics of airline agreements so that everyone has a solid foundation to start the process; (2) advising the airport on goals and strategy; (3) participating in the negotiation of the AULA, from key business provisions to details of the legal "boilerplate"; (4) drafting the AULA; and (5) advising and assisting with the implementation of the AULA (e.g. non-signatory airline operating agreements and common use rules). Typically, we work very closely, and effectively, with the airport's financial advisors on all aspects of our AULA work, and we have worked extensively with the team at Frasca for over a decade.

If AULA negotiations are not successful or reach an impasse, rates by ordinance provide a backup option. We are experts in the FAA's rates and charges policy and the development and implementation of rates by ordinance, and have often drafted rates by ordinance as a backup near the end of the negotiation of a new AULA, including for Chicago, Atlanta, and Indianapolis, among others.

Property Leases:

Airport Leases and Minimum Standards

A&K's airport and real estate attorneys have helped airports navigate complicated aeronautical and nonaeronautical development projects while maintaining compliance with federal aviation and grant assurance requirements.

- We advised the City of Charlotte with respect to its disposition of dozens of parcels of noise and other land in compliance with federal funding and FAA approval requirements, including assisting in obtaining releases for properties from FAA.
- We assisted the Kenton County Airport Board, owner of Cincinnati/Northern Kentucky International Airport, in the development of Amazon's cargo hub at the airport and worked with several other medium and large airports on similar agreements.
- We have drafted leases, subleases, aviation easements, and real estate related RFPs for several airports.
- We have assisted airports with unique real estate transactions, including comprehensive agreements to overhaul the leasing arrangement with local telecommunication providers and short-term leases to local public service agencies to address homelessness issues.
- We have assisted San Francisco, Houston, El Paso, Detroit, Nashville, Salt Lake City, Massachusetts Port Authority ("Massport") and other airport owners on a variety of leasing issues including updating land use procedures, standard leasing documents, and negotiation of cargo and hangar leases.
- We advise several airports on the leasing of nonaeronautical property in airport "business parks."
- We have vast experience in both defending minimum standards and handling litigation that has arisen under minimum standards. Recently we assisted the Metropolitan Nashville Airport Authority rewrite the minimum standards for its general aviation airport and we are currently advising a major hub airport in its efforts to substantially revise and update the minimum standards for its international airport and two general aviation airports. We are undertaking a similar project for another city-owned large hub airport, and two smaller general aviation airports.

Fuel Leases

We regularly represent airports in the drafting, negotiation, and implementation of complex leases with airline fuel consortia. In recent years this has included representing San Diego, Charlotte, Salt Lake City, Milwaukee and Chicago. Our negotiations have helped establish rigorous environmental management standards for the operation of airport fuel systems by the consortia, as well as significant airline investment in new fueling infrastructure. We have also worked with airports to craft financial assurances and other safeguards to protect the airport in the event of fuel spills from fuel systems, and to ensure that airports are fully compensated for all costs associated with environmental matters arising out of the fuel system.

We have advised Salt Lake City on development of template consortia agreements for other airport services, and have advised San Diego, San Francisco, Chicago, and other airports on the interaction between airline use and lease agreements and potential consortia arrangements.

Contract Agreements:

Airport Parking, Ground Transportation, and Rental Cars

We have assisted multiple airports in navigating complex issues relating to ground transportation, including negotiation of various types of ground transportation agreements, the development of ConRAC facilities, and litigation arising out of the fees charged for these types of airport uses. Anderson & Kreiger has advised airport owners around the country on ground transportation issues, including Dulles International Airport and Massport, Oakland, Phoenix, Salt Lake City and San Francisco. We have assisted these airports on issues involving PFC and airport revenue use in connection with rail access projects, including in interactions with transit entities and the FAA.

Engineering, Architectural and Construction Contracting Issues and Litigation

Our multi-disciplinary construction team is comprised of attorneys with expertise in real estate, public law, environmental, insurance, and litigation. This allows us to advise our clients in all phases of construction from project inception to completion. Given our experience in the public sector, Anderson & Kreiger is also uniquely positioned to assist in public procurement, federal and state compliance, permitting, and the creation and implementation of public-private partnerships common for airports across the country. Our team regularly handles large and complex matters for our airport clients, including assisting the Salt Lake City Department of Airports in connection with sophisticated issues related to their \$4.1 billion expansion and creation of a new terminal and runways. Anderson & Kreiger's construction team also works with many municipal airports in Massachusetts to prepare and review contracts and procurement packages, provide advice and resolve claims during the construction process, and when necessary, litigate disputes efficiently and successfully.

Procurement and Airport Concessions and DBE/MBE/WBE Programs

Anderson & Kreiger regularly advises our clients on compliance with the DOT's DBE/MBE/WBE regulations. For example, we have advised the City of Los Angeles on whether DBE requirements would apply to management agreements for the operation of concessions and advertising at LAX. We have also advised airport clients on a variety of DBE aid and relief issues arising from the COVID-19 crisis.

In addition, we have advised our airport clients on DBE obligations in the context of construction projects. We are currently advising a large hub and a medium hub airport on contractor compliance with DBE requirements. We also assisted the City of San Francisco in determining whether DBE requirements would apply to an on-airport hotel to be constructed by a special purpose entity.

We have successfully defended complaints brought under Part 16 alleging violations of the DBE/MBE/WBE

rules. David Mackey, while Chief Legal Counsel at Massport, oversaw an extensive internal investigation of DBE fraud in federally-funded construction projects, which resulted in more than \$1 million in civil recoveries for Massport and in several criminal convictions of contractors performing work at Boston-Logan International Airport.

Air Carrier Incentive Program:

We have advised many of our airport clients on the opportunities and constraints arising under federal law affecting an airport sponsor's ability to provide financial incentives to air carriers to maintain existing service or introduce new service, including the implications of the FAA's recent changes to its air carrier incentive program policy. We have provided advice on the different limits imposed by the federal revenue use statutes and FAA guidance on incentives, and the potential ways to challenge FAA's guidance as overly restrictive. We have also counseled airports on innovative methods of providing incentives from non-airline revenue sources. In addition to incentives to bring service to airports, we have also advised airports on the use of financial incentives to improve local airline customer service.

Intergovernmental Agreements:

We routinely advise airport authorities, as well as our dozens of other public sector clients, on a variety of politically-sensitive issues such as intergovernmental agreements, with an eye to federal regulatory compliance. Examples of our work in this area include:

- We are currently representing a small hub airport in its negotiations with a state transit agency for a long-term agreement for space at the airport, focusing on the complex interplay between the airport's federal obligations and the transit agency's federal obligations.
- We have worked with a large hub airport for several decades on issues involving the airport's relationship to its City sponsor, including analyzing complex issues of reimbursements for municipal services, agreements regarding investment in transit project involving the airport, and local permitting requirements.
- We have represented two regional airports in negotiating agreements with local government entities governing the airport's share of PFAS liability and remediation efforts for affected residences, including responsibilities for municipal water service expansion.
- We have advised a large hub airport authority on long term pension obligations arising out of the transfer of the airport from the local county to the airport.

Rates and Charges:

Anderson & Kreiger's airport lawyers have unmatched experience in developing, assessing, documenting, negotiating and, when challenged, defending airport rates and charges imposed by tariff or ordinance (rather than by agreement). Since 1984, we have advised dozens of airports on their rate-setting options under applicable federal guidelines, and helped them assess whether rates set by tariff or ordinance would be preferable to an airline agreement. Specific examples of our experience include:

- We advised Los Angeles World Airports ("LAWA") on restructuring the methods it uses to set terminal rates at LAX. We counseled LAWA on its regulatory options, developed and documented a new equalized terminal rate methodology, and created a novel form of rate agreement with airlines subject to the new rate tariff that ended many years of rate litigation before the DOT and in the courts (in which we had represented either LAWA or ACI-NA). We regularly advise LAWA on modifications to its rate methodology and rate agreement.

- We successfully represented ACI in three rates and charges appeals: *LAX-III* (D.C. Circuit, involving an “unjust discrimination” challenge to terminal rates set by ordinance); *Tinicum* (Third Circuit, involving the power of a non-sponsoring unit of government to impose a landing fee); and the airlines’ challenge to FAA’s 2008 Policy amendments (D.C. Circuit). In addition, Scott Lewis has participated in a special ACI Task Force that has been formed in anticipation that FAA may open a new rulemaking docket to consider revisions to its Rates and Charges Policy. Previously, when the DOT proposed what became its 1996 Policy on Airport Rates and Charges, Scott prepared comments for both ACI and the American Association of Airport Executives (“AAAE”).
- We have also been involved in some capacity in virtually every “rocket docket” litigation challenging such ordinances, and recently defended the Ports Authority of the Commonwealth of the Northern Mariana Islands in the first complaint filed in 14 years under DOT’s expedited review procedures for hearing airline challenges to rates charged by airports.
- We advised the City of Phoenix on its airline rate ordinance and the associated airline LOAs for many years. We have worked with the Phoenix to evaluate alternative arrangements with the airlines serving Sky Harbor, including an airline use and lease agreement, and advised Phoenix on a variety of related issues, including the scope of its legal obligations under the LOAs, control of gate rights and scheduling, and financial relationship with the airlines.
- In 2013, we assisted the Greater Orlando Airport Authority in drafting a new rate resolution to take effect at the expiration of the existing long-term airline agreement. The implementation of the new rate resolution was coupled with an innovative form of rate and revenue-sharing agreement that resolved a pending threat of a potential airline “rocket docket” challenge to the rates-by-resolution adopted by the Authority.
- In 2010, we represented the Port of Portland in connection with the creation of a new rate ordinance at Portland International Airport. The need for a rate ordinance became apparent when negotiations with the airlines for a new use and lease agreement became contentious and the possibility arose that no agreement would be reached. On very short notice, the Port asked us to gain a detailed understanding of its rate-setting methods, business objectives and operational goals, and to prepare a comprehensive, legally-defensible commercial compensatory rate ordinance. We completed our work in less than a month.
- In 2008, we represented Sacramento County on the drafting of a new rate ordinance for Sacramento International Airport. Here again, the need for an ordinance arose when airline negotiations faltered. Under tight time constraints, we successfully worked with the County’s consulting team to develop and document a new, legally-defensible commercial compensatory rate structure for the airport.
- We represented the Puerto Rico Ports Authority from 2002 until 2010 (when its privatization initiative began) in connection with the establishment of new tariff rates each year and in the drafting and negotiation of new airline operating agreements at Luis Muñoz Marín International Airport in San Juan.
- We helped develop the successful trial strategy that Kent County used to defend its new compensatory rates at the Grand Rapids airport, and submitted briefs on Kent County’s side for both ACI (in the Sixth Circuit) and AAAE (in the U.S. Supreme Court).

Federal Grants and Airport Revenue Use

Anderson & Kreiger has decades of experience advising airports on issues related to federal grant assurance compliance with particular expertise in airport revenue use requirements. Although this is not a separate category in the RFQ, it is relevant to each of the listed categories.

We have resolved a large number of airport compliance matters before formal enforcement proceedings began. We are well-respected by the federal regulators at both the FAA and DOT as passionate advocates of airport proprietary rights who can wisely advise our clients about the mandates and restrictions imposed by federal law. We negotiated favorable corrective action plans with the FAA resolving major FAA or DOT OIG audits at El Paso International Airport (dealing with cost allocation plans, marketing programs, use of and charges for airport water, and other compliance issues), LAX (dealing with the use of airport revenue for airport promotion and destination marketing and, later, dealing with payment for municipal police services), SFO (dealing with payments for municipal services provided to the Airport), and Salt Lake City International Airport (dealing with municipal use of airport property). We have also negotiated favorable corrective action plans with the FAA with respect to the disposal of "noise land," the close-out of PFC applications, sponsor use of airport property for non-airport purposes, repayments of unreimbursed sponsor contributions, and many other matters.

Anderson & Kreiger lawyers have long been recognized as experts in the application of FAA's 1999 Policy Concerning the Use of Airport Revenue (the "Revenue Use Policy") and associated federal statutes. Our team is thoroughly familiar with the Revenue Use Policy and with airport financial reporting and enterprise fund accounting. We have been advising airport sponsors on compliance with applicable requirements for over 25 years.

Qualifications of Team Members

Anderson & Kreiger proposes to draw upon a team of highly qualified, experienced, and committed professionals to meet the Authority's requirements for outside legal services on airport matters. The team would be supported by other members of the firm on an as-needed basis.

T.J. Roskelley, a partner, has represented airport owners and operators since he began practicing law in 2005. T.J.'s primary expertise is airline use and lease agreements. T.J. advises airports across the country on these critical documents and related issues, including airline rates and charges, rates by ordinance, DOT "rocket docket" litigation and federally required competition plan updates. T.J. has also worked on new or significantly revised airline agreements for Denver, Atlanta, Chicago (O'Hare), Los Angeles, Seattle, Minneapolis, Salt Lake City, Nashville, Rochester, and Washington D.C. (National and Dulles). In addition, T.J. advises airport owners and operators on a broad array of federal compliance issues, including airport revenue diversion and AIP grant assurance compliance and has also led numerous airport responses to compliance audits by the FAA and the Departments of Transportation and Homeland Security Offices of Inspector General, including an FAA audit of El Paso International Airport, and has represented airports in both Part 16 and Part 13 compliance proceedings. T.J. received his undergraduate and law degrees from Boston University.

Christina S. Marshall, a partner, has advised airport clients on litigation, regulatory, and environmental matters since 2015. She has successfully defended large and small hub airports in several Part 13 proceedings involving issues ranging from gate allocation and accommodation procedures to the restriction of pilots from the airfield. Christina is part of our airline use and lease agreement team and has worked on several agreements, including San Jose International Airport where Christina assisted the Airport in overhauling its Airline Use and Lease Agreements with airlines and cargo carriers, including provisions for the continuation of the Airport's multi-million-dollar Capital Improvement Program. She has also worked on AULAs for Houston, Milwaukee, O'Hare, Cincinnati, and Indianapolis. Christina also advises airports on ongoing issues including FAA civil rights investigations, potential litigation arising out of Metroplex flight track changes, PFAS contamination, and various other regulatory, constitutional, and security issues. Christina also represents airports in civil litigation. She recently represented the Massachusetts Port Authority and the City of Los Angeles in litigation against Turo, Inc., a "peer to peer" car rental company illegally operating at airports nationwide and obtained favorable settlements in those cases. Christina defended Massport against negligence and other common law claims brought by Deutsche Lufthansa AG after one of Lufthansa's aircraft made impact with a snowbank at Logan Airport during a blizzard, and also obtained a favorable settlement for

Massport in that case. Christina received her undergraduate and law degrees from Boston College and clerked for the Superior Courts of Rhode Island and Massachusetts.

Mina S. Makarionis, a partner, has focused his practice on public sector clients, including airports, as well as environmental matters since 2009. Mina represents various airports in the negotiation of lease and use agreements and the adoptions of rate ordinances, including the City of Charlotte, Cincinnati, Houston, San Francisco, and Indianapolis. Mina also successfully negotiated fuel consortium leases for Charlotte, Chicago, Salt Lake City and San Diego. Mina has prepared amicus briefs on behalf of ACI on "slot controls," airport congestion and airport security issues, and prepared comments on behalf of MWWA, San Francisco and other airports regarding proposed congestion management and airline transparency rules, and their relationship to slot controls. Mina also advises on land development issues including Part 163 of the 2018 FAA Reauthorization Act and related NEPA issues. He has also led A&K's team in reviewing and revising leasing and other land disposition practices and forms for Salt Lake, Houston, Charlotte, and the Garfield County Airport Authority. He advised the Cincinnati/Northern Kentucky International Airport on federal aviation law issues regarding the development of Amazon's cargo hub. Mina also has worked extensively on airport tax matters and TNC rates and charges issues, including advising the City of Phoenix on litigation before the Arizona Supreme Court. Mina is also advising several airports on emerging issues associated with PFAS contamination, including remediation, cost recovery and insurance coverage, revenue use, and community relationship issues associated with PFAS contamination. He is a graduate of Harvard College and Harvard Law School.

Melissa C. Allison, a partner, focuses her practice on airport regulatory compliance and complex litigation. She began practicing law in 2003 and has worked on aviation and litigation matters since then. Melissa has worked for several airport clients on compliance matters and litigation, including the City of Charlotte, Phoenix, Los Angeles, Milwaukee, Oakland, San Francisco, and the Wayne County Airport Authority (Detroit). She regularly advises clients on revenue use issues, disadvantaged business enterprise compliance and Title VI civil rights issues, PFC eligibility, airport development, disposal of land and long-term leases of non-aeronautical land, implementation of air carrier incentive programs, and disruptive technologies (such as app-based air and ground transportation). During the past few years, Melissa has advised numerous clients on tenant and concessionaire relief policies as a result of the Covid-19 pandemic and sat on ACI's Future Concessions Business Considerations Working Group. Melissa also has successfully defended our airport clients in litigation and Part 13 and 16 proceedings. Recently, she successfully represented Massport and the City of Los Angeles in lawsuits against Turo, the app-based rental car company, and continues to advise airports around the country on these issues. She currently represents the City and County of San Francisco in a federal preemption challenge to its Healthy Airport Ordinance and Orange County, CA in an access dispute with a public charter operator, first in the United States District Court for the Central District and California and now before FAA. She also represents Orange County in Part 13 and Part 16 proceedings regarding the County's planned redevelopment of general aviation facilities at John Wayne Airport. In addition, Melissa currently represents the Port of Seattle as special aviation counsel in a class action complaint alleging personal injury and property damage from engine emissions at SEA-TAC, and she represents several airports in connection with a challenge to TSA's national amendment to airport security plans to require airports to carry out aviation worker screening. Melissa graduated from Bryn Mawr College and Boston College Law School and clerked for the United States District Court for the Southern District of West Virginia.

David S. Mackey, a partner, joined the firm in 2013. Prior to joining Anderson & Kreiger, Dave was the former Chief Legal Counsel and Interim Chief Executive Officer for Massport, giving Dave enormous insight and practical experience with the special legal, operational, and business issues facing hub airports. Since joining Anderson & Kreiger, Dave has defended the Tulsa Airports Improvement Trust in an Oklahoma breach of contract action, in which FAA and OIG found that the underlying contract violated federal revenue use rules. He represented airport industry groups and airports in challenging a TSA regulation that would have required airports to assume responsibility for exit lane staffing. Dave defended Massport in a case involving an alleged spill of jet fuel into Boston Harbor and represented the Martha's

Vineyard Airport Commission in litigation over control of the Airport by County government. Dave is a graduate of Amherst College and Harvard Law School.

Scott P. Lewis, senior counsel, specializes in civil litigation and complex regulatory matters including airport finances, rate-setting and environmental compliance. Scott has more than 45 years of experience as a lawyer and has regularly advised airport owners. Scott has worked on federal regulatory issues affecting the Albany Airport for more than three decades. He began with advice on the lease between Albany County and the Airport Authority and later consulted with the Authority from time to time on airport revenue-use and other compliance matters. Scott and his colleagues have been deeply involved in the negotiation and drafting of various amendments to the Authority's airline leases. He has also represented municipalities and public authorities in a wide variety of regulatory, environmental, and constitutional lawsuits in federal and state court, and has provided advice to many airport owners on federal regulation, innovative methods of rate-setting, revenue diversion, federal preemption, constitutional issues, and environmental and financial matters. Scott has represented public sector clients in many politically charged disputes. He is frequently asked to speak on airport rate-setting, revenue diversion and regulatory issues. He is a graduate of Yale College and Harvard Law School.

Nina L. Pickering- Cook, a partner, founded A&K's Construction Practice Group after years of advising and litigating construction issues on behalf of developer and public sector clients. Nina counsels owners, contractors, and developers in various phases of the construction process, including contract drafting and negotiation. Nina also regularly litigates construction, real estate, and land use matters on behalf of her clients. That litigation background helps Nina with her front-end work to anticipate key contract clauses needed to protect her clients based on their particular project. Nina's clients include owners like Salt Lake City International Airport, MIT Investment Management Company (MITIMCo), the Davis Companies, and GroMA, in addition to public sector entities like MassDOT and a number of towns. Nina's experience outside the construction realm is described in her attached bio. Nina is a graduate of Bates College and Boston University School of Law.

Michelle N. Kalowski, counsel, joined A&K after serving as Chief Counsel of the Massachusetts Bay Transportation Authority and former Acting Chief Legal Counsel at the Massport. She currently represents the Houston Airport Systems in negotiation of use and lease agreements, and several other hub airports on transactional matters. She also serves as outside counsel to the Massachusetts Aeronautics Division. While at the MBTA and Massport, Michelle provided leadership and oversight for all legal issues faced by each agency, including legal oversight of a major National Transportation Safety Board (NTSB) investigation into a multi-fatal airplane crash. Michelle is a graduate of Washington University in St. Louis and Northeastern University School of Law.

Sean M. Grammel, a senior associate, works with airports in a number of areas, including compliance, land use disputes, and litigation. He advises airports, on First Amendment issues associated with advertising and provides general legal advice to municipal airports in Massachusetts. He recently represented Orange County, CA in an access dispute involving preemption claims under the ANCA and the ADA. He has significant litigation experience across a number of areas, including sensitive internal investigations for government agencies, complex commercial litigation in federal and state courts, and stand-up courtroom experience at both the trial and appellate levels. Sean is a graduate of the University of Notre Dame and the University of Pennsylvania Law School.

Paul M. Kominers, a senior associate, represents airports and other public clients on compliance issues and in litigation. He has advised airports on First Amendment issues associated with advertising. He was also part of A&K's team defending the first rocket docket litigation filed in over a decade and the City and County of San Francisco in federal court in the defense of its Healthy Airport Ordinance. In addition, Paul has assisted a number of airport clients in challenging TSA's recent cybersecurity and aviation worker screening amendments to airport security plans. Paul is a graduate of MIT and Harvard Law School.

Resumes for the core members of the team are attached as Exhibit 1 and the rest are available on our website. All our attorneys practice out of our office in Boston, Massachusetts.

Fee and Cost Structure

Anderson & Kreiger's experience and approach to the delivery of services make it possible for us to deliver the highest quality legal services efficiently and cost-effectively. We are well aware that our clients, especially when they come from the public sector, engage counsel for favorable results at a reasonable cost. It is always our goal to control costs by using the most effective combination of lawyers to staff each project. We are known for lean staffing by lawyers who understand what their clients do and how to solve their legal problems. The team of lawyers that would be assigned to serve the Authority has a proven track record of working especially well with public sector clients.

References

Andrew G. Moore
Director of Aviation
Frederick Douglass - Greater Rochester International Airport
Monroe County, NY Aviation Department
1200 Brooks Avenue
Rochester, NY 14624
Phone: (585) 753-7158
Email: AMoore@monroecounty.gov

A&K has assisted the Greater Rochester International Airport, a small hub airport, with the drafting and negotiation of AULAs and other aeronautical leases, and advice on air carrier incentive programs, minimum standards, and general grant assurance compliance issues since 2010.

Julie Veit
Airport General Counsel
Office of the San Francisco City Attorney
San Francisco Airport Commission
San Francisco International Airport
International Terminal, 5th Floor
P.O. Box 8097
San Francisco, CA 94128-8097
Phone: (650) 821-5088
Email: julie.veit@sfcitvatty.org

The lawyers at A&K have assisted the San Francisco International Airport, a large hub airport, in negotiating AULAs, leases, and contracts, providing advice on rates and charges, assisting with revenue diversion issues and audits, complex litigation, and other general regulatory advice for more than 30 years.

Joseph Huber
Chief Legal Officer
Kenton County Airport Board
P.O. Box 752000
Cincinnati, OH 45275
Phone: (859) 767-3189
Email: jhuber@cvgairport.com

A&K has assisted the Cincinnati/Northern Kentucky International Airport, a medium hub airport, with

AULA negotiations, property and cargo leases, general advice, and rates and charges, since 2017.

Nicole Walsh
Senior Assistant County Counsel
County of Orange
400 West Civic Center Dr., Suite 202
Santa Ana, CA 92701
Phone: (714) 834-6257
Email: Nicole.Walsh@coco.ocgov.com

A&K has assisted the John Wayne Airport, a medium hub airport, with litigation, administrative appeals with the FAA, and other general regulatory advice since 2021.

Harnetha Jarrett
General Counsel
Wayne County Airport Authority
11050 Rogell Drive, Bldg. #602
Detroit, MI 48242
Phone: (734) 247-7121
Email: Harnetha.Jarrett@wcaa.us

The lawyers at A&K have assisted the Detroit International Airport, a medium hub airport, with leases, cargo leases, rates and charges advice, air carrier incentive programs, constitutional issues, revenue diversion, ACDBE issues, and other general regulatory advice, for over 20 years.

Affirmative Action Policy Statement

Equal Employment Policy:

The Firm is committed to the principle of equal opportunity in employment. The Firm does not discriminate on the basis of race, color, religion, sex, age, national origin or ancestry, physical or mental disability, sexual orientation, gender identity or expression, genetic information, veteran status or any other category protected under applicable federal, state or local law. This policy extends to all terms, conditions and privileges of employment as well as to prospective employees.

Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and is free from discriminatory practices, including without limitation harassment. Consistent with its workplace policy of equal employment opportunity, the Firm prohibits and will not tolerate harassment on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Violations of this policy will not be tolerated.

Employees may discuss equal employment opportunity related questions with the Executive Director, the Managing Partner, or any other partner. Any employee who feels that they have been harassed or discriminated against, or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of either the Executive Director or the Managing Partner. The Firm will promptly investigate all allegations of discrimination and harassment, and take action as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible. Employees raising concerns or questions about discrimination or participating in good faith in investigations under this policy will not be retaliated against or punished in any manner as a result.

Anyone found to be engaging in discrimination, harassment, or retaliation will be subject to appropriate discipline which could include suspension or termination of employment.

A&K's Diversity, Equity and Inclusion Efforts:

In 2017, A&K formed a Diversity and Inclusion Committee ("DEI") to work with the Firm's Hiring Committee and Associate Development Committee. By linking all three of these committees, the firm has established practices to ensure we attract the best talent from a variety of backgrounds, and provide a workplace that helps all lawyers and staff thrive. Since then, we have implemented improved hiring practices such as outreach to law school and bar ethnic and racial affinity groups, and regular DEI training such as implicit bias training, bystander training, and bias against women in the workplace. In addition to our formal DEI trainings with outside consultants, we regularly hold firm-wide DEI town halls to discuss issues of inequality in our profession and in New England and what we can do as a firm to create change.

We have also standardized our hiring procedures to make sure that we hire for talent, not familiarity. Each resume received by the firm is reviewed by the entire hiring committee, and the firm utilizes a standard set of pre-determined interview questions to make sure we are finding out as much as we can about each candidate's skills. We know that we have work to do before our leadership reflects all of the work that we have put in to attract and retain diverse attorneys, but are taking many intentional steps to progressing to be a more diverse firm. Our efforts have begun to bear fruit. As of February 2024, our partnership is more than 50% female. We are also proud to have hosted the most diverse summer associate and incoming associate classes in the firm's history over the past five years.

We know we cannot make the changes needed in the legal community with our firm alone. We have ongoing partnerships with the Women's Workforce Council, 100% Talent Compact, Boston Lawyers' Group, and the Hispanic National Bar Association. In addition, in 2021, we launched the A&K Diversity Fund through which we directly invest in the future of aspiring lawyers from underrepresented racial and ethnic groups by annually awarding the following:

- One \$50,000 stipend to a law student who demonstrates financial need, identifies as part of a racial or ethnic group that is underrepresented in the legal profession and intends to begin practicing law in Greater Boston following graduation. The goal of the stipend is to remove financial barriers to the successful completion of law school and to the successful start to the recipient's career.
- Ten \$5,000 stipends to college seniors or juniors who demonstrate financial need, identify as part of a racial or ethnic group that is underrepresented in the legal profession, attend colleges in Greater Boston, and are interested in attending law school and practicing law. The goal of the stipend is to provide financial assistance to encourage students to apply to law school.

In addition to financial support, A&K invites awardees to participate in mentoring and training programs, and networking and social events. Law student recipients also have the opportunity to meet with a financial planner and work alongside A&K attorneys on a pro bono project. Recipients are not required to join A&K as a condition of receiving an award.

Exceptions to RFQ

A&K is prepared to perform in strict accordance with the RFQ and contract with the exception of a subset of the insurance coverage requirements in Article XII of the contract. Our insurance coverage meets the requirements of Article XII in every respect except for Automobile Liability Policies and General Liability Insurance: Commercial General Liability. A&K's insurance policies and limits are as follows:

1. Workers' Compensation and Employers Liability Insurance:
 - Coverage A: Statutory
 - Coverage B: Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee

2. **Automobile Liability:**
Liability For Bodily Injury & Property Damage
Combined Single Limit \$1,000,000
3. **General Liability Insurance:**
Liability For Bodily Injury & Property Damage
Combined Single Limit \$1,000,000
4. **Umbrella Liability:**
Each Occurrence \$2,000,000
5. **Professional Liability Insurance:**
Limit \$5,000,000 Each Claim

These insurance limits have been accepted by other airports in New York State, including the Greater Rochester International Airport (Monroe County) and the Greater Binghamton Airport (Broome County).



Timothy "TJ" J. Roskelley

he/him/his

PARTNER

617.621.6539

troskelley@andersonkreiger.com

Overview

Airports, utilities, energy companies and developers all turn to TJ for his experience and insights on airport and environmental issues.

His areas of focus are:

- **Airport law:** TJ has represented airport owners and operators since he began practicing law in 2005. TJ's primary expertise is airline use and lease agreements. For the last decade, TJ has advised airports across the country on these critical documents and related issues, including airline rates and charges, rates by ordinance, DOT "rocket docket" litigation and federally required competition plan updates. TJ has also worked on new or significantly revised airline agreements for many of the largest airports in the United States. TJ also advises airport owners and operators on a broad array of federal compliance issues, including airport revenue diversion and AIP grant assurance compliance, has led numerous airport responses to compliance audits by the FAA and the Departments of Transportation and Homeland Security Offices of Inspector General and represents airports in both Part 16 and Part 13 compliance proceedings.
- **Environmental Permitting:** TJ also represents clients on environmental issues, including federal (NEPA) and state (MEPA) environmental review and the permitting of complex energy infrastructure projects including electric transmission facilities and gas pipelines and offshore energy facilities. His permitting expertise includes both federal permitting requirements (Army Corps Section 404/Section 10 permits, NPDES, Clean Air Act, Section 106 consultation and Endangered Species Act consultations) and Massachusetts state permitting requirements (Chapter 91, Water Quality Certification and Massachusetts Historical Commission reviews).
- **Environmental Clean-up:** TJ counsels clients on the design and implementation of complex hazardous waste clean-up projects and federal and state regulatory compliance. He developed and executed a comprehensive permitting, access and settlement agreement strategy for a major cleanup project in Gloucester Harbor.

TJ is recognized by his peers as one of the leading lawyers in airport law and is consistently asked to speak at the Airports Council International – North America Conferences.

PRACTICE AREAS

Airports
Environmental

CREDENTIALS

Education

Boston University School of Law,
J.D. 2005 *magna cum laude*

Boston University, B.A.
2000 *summa cum laude*
Phi Beta Kappa

Admissions

Massachusetts
U.S. District Court, District of
Massachusetts

Recognitions

The Best Lawyers in America®,
Environmental Law, 2022-2023



Christina S. Marshall

she/her/hers

PARTNER

617.621.6583

cmarshall@andersonkreiger.com

Overview

Christina works with airports nationwide, local municipalities, Massachusetts state agencies, and private companies in managing their risks and crafting creative solutions to a wide array of issues. Her focus is litigation. Since joining Anderson & Kreiger, Christina has been involved in a number of precedent-setting lawsuits on behalf of the firm's clients. She is often involved in disputes well in advance of litigation, providing strategic advice about the potential political and business ramifications of any lawsuit and building the best record possible for court.

In addition to litigation, Christina regularly advises airports and other public sector clients on governance, compliance, and environmental matters. She has successfully represented:

- Airport sponsors in federal regulatory compliance disputes, civil litigation, airline use and lease agreements, and in their often complicated relationships with other state and local entities.
- Public and private sector clients in environmental matters, with a focus on environmental compliance and permitting appeals.
- State agencies and municipalities on a range of local issues, including compliance with the State Ethics Act, the Open Meeting Law, and the Public Records Act; environmental compliance and remediation; and governance matters.
- Municipalities, state agencies, and private entities in drafting state and local legislation to meet their needs.

Christina's understanding of her clients' commercial priorities and regulatory obligations helps her to craft efficient resolution strategies that also effectively resonate in court, with regulators, and with other authorities.

PRACTICE AREAS

Airports
Environmental
Litigation
Public Law

CREDENTIALS

Education

Boston College School of Law, J.D.
2013 *cum laude*
Managing Editor, *Environmental Affairs Law Review*
Boston College, B.A. 2008

Admissions

Massachusetts
Rhode Island
U.S. Court of Appeals, Ninth Circuit
U.S. District Court, District of Massachusetts
U.S. District Court, District of Rhode Island
U.S. District Court, District of Columbia
U.S. Court of Appeals, D.C. Circuit

Clerkship

Superior Court of Massachusetts, 2015
Rhode Island Superior Court, 2014

Recognitions

The Best Lawyers in America®,
Commercial Litigation, 2020-2023
Massachusetts Super Lawyers
Rising Stars, 2017-2021



Mina S. Makarious

he/him/his

PARTNER

617.621.6525

mmakarious@andersonkreiger.com

Overview

Public and private clients, including airports, towns, and commercial property owners turn to Mina for his expertise in local government, administrative law, environmental clean-up, and policy.

His areas of emphasis include:

- **Representing airports around the country** on the negotiation of complex lease transactions with airlines, including airline use and lease agreements and agreements with airline fuel consortia.
- **Serving as Town Counsel** to the towns of Concord, and Lexington, Massachusetts, and regularly advising these and other towns on governance, procurement, land use, environmental and other matters.
- **Serving as counsel to several clients on hazardous waste matters**, including CERCLA and the Massachusetts Hazardous Material Release Prevention Act (Chapter 21E). Mina advises clients on environmental due diligence and federal and state regulatory compliance, litigation, and insurance coverage, and works with A&K's real estate practice in crafting solutions to environmental issues for real estate transactions.
- **Drafting legislation based on policy goals and regulatory needs.** He worked with the Massachusetts Gaming Commission to draft gaming and sports wagering regulations and revised the Massachusetts Department of Transportation's Aeronautics regulations. He also works with the Department's Aeronautics Division on matters regarding the use and regulation of drones. Mina also has drafted legislation for the Massachusetts Association of Community Development Corporations (MACDC) and the Environmental League of Massachusetts (ELM) on land use matters and diversity and inclusion in offshore wind permitting.

Mina works hard to listen to clients. His solutions not only address legal issues for clients but also provide the legal framework to address business and strategic goals. Mina recently advised a commercial service airport in Massachusetts on the handling of PFAS contamination at the airport. His advice addressed the legal and community needs of the client, including neighborhood relations, creative problem-solving for municipal and airport finance and procurement challenges, and insurance coverage to pay for the legal work.

In addition to representing his clients, Mina has been selected by his peers to serve in the Airports Council International-North America's (ACI-NA) Legal Affairs Steering Group and is a former co-chair of the Boston Bar Association's (BBA) Environmental and Energy Section.

PRACTICE AREAS

Airports
Environmental
Public Law
Construction

CREDENTIALS

Education

Harvard Law School, J.D. 2009 *cum laude*

Editor, *Harvard Environmental Law Review*

Harvard College, B.A. 2006 *magna cum laude*

Admissions

Massachusetts

U.S. Court of Appeals, First Circuit

U.S. District Court,
District of Massachusetts

Recognitions

The Best Lawyers in America®,
Environmental Law, 2021-2023

Massachusetts Super Lawyers
Rising Stars, 2015-2021

Massachusetts Lawyers Weekly,
Excellence in the Law - Up &
Coming Lawyer, 2019

Massachusetts Bar
Association, *Outstanding Young
Lawyer Award*, 2015

National Law Journal's Boston
Rising Stars, 40 Under 40, 2014

SECTION IV: SCHEDULE "A" CONSULTANT'S RESPONSE

OFFERERER/BIDDER/PROPOSER'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

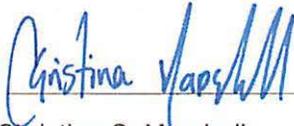
Contract No.: S-1170

Contract Name: Aviation Related Legal Services

Pursuant to State Finance Law §§139-j and 139-k (attached), this Solicitation/Invitation for Bid/Request for Proposal includes and imposes certain restrictions on communications between the Authority and an offerer/bidder during the procurement process. An offerer/bidder/proposer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract by the Authority ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in the Solicitation/Invitation for Bid/Request for Proposal for the contract referenced above. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer/bidder/proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the offerer/bidder/proposer is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found by examining the New York State Procurement Lobbying Law.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Signature: _____



Date: February 13, 2024

Name: Christina S. Marshall

Title: Partner

Contractor Name: Anderson & Kreiger LLP

Contractor Address: 50 Milk Street, Boston, MA 02109

QUALIFICATION ACKNOWLEDGMENT FORM

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

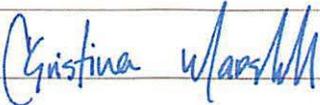
The proposer warrants that if qualifications are accepted, he will contract with the Albany County Albany Authority the form of an Agreement substantially in the form attached and comply with the requirements of the RFQ and the executed Agreement. Proposer agrees to deliver an executed Agreement to the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

I, the undersigned, guarantee our qualifications meet or exceed specifications contained in the RFQ document. Any exceptions are described in detail and all requested information has been submitted as requested.

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

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared these Qualifications in collusion with any other proposer.

Name of Proposer: Christina S. Marshall

Signature of Authorized Person: 

Title: Partner

Business Address of Proposer: Anderson & Kreiger LLP, 50 Milk Street, Boston, MA 02109

Business Phone Number: (617) 621-6500

Date: February 13, 2024

Subscribed and sworn to before me this 13th day of February, 2024.



NON-COLLUSION AFFIDAVIT

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

The undersigned offers and agrees to furnish all of the items/services upon which qualifications are stated in the accompanying proposal. The period of acceptance of this proposal will be _____ calendar days from the date of the acknowledgment. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by proponent).

STATE OF Massachusetts COUNTY OF Suffolk

BEFORE ME, the undersigned authority, a Notary Public in and for the State of MA on this day personally appeared Christina S. Marshall who after being by me duly sworn did depose and say: I, Christina S. Marshall am a duly authorized officer of/agent for and have been duly authorized to execute the foregoing on behalf of the said Anderson+ Kreiger LLP.

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

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

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

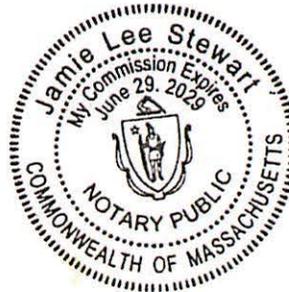
Name and Address of Proponent: Christina S. Marshall
Anderson & Kreiger, LLP, 50 Milk St., Boston, MA 02109

Telephone and Fax Numbers: Tel. (617) 621-6500 Fax (617) 621-6683

By: *Christina Marshall* Signature Christina S. Marshall, Partner Name & Title

SUBSCRIBED AND SWORN to before me by the above-named on this 13th day of February 2024.

Jamie Lee Stewart
Notary Public in and for the State of ~~New York~~ Massachusetts



PARTNERSHIP STATEMENT

IF A PARTNERSHIP, answer the following:

- 1. Date of Organization? January 1, 1988
- 2. General Partnership _____ Limited Partnership LLP
- 3. Partnership Agreement Recorded? X Yes _____ No
Date: July 8, 1996

Book: _____

Page: _____

County: _____

- 4. Has the Partnership done business in New York?
Yes X No _____ When? Current
- 5. Name, address, and partnership share of each general or limited partner:

Name	Address	Percent Of Share Partner	General Limited
See Addendum			
1.	_____		
2.	_____		
3.	_____		
4.	_____		

Anderson & Kreiger LLP
Partner Information

Number	Entity or First Name	Last Name	Street Address	City	State	ZIP	% Ownership
1	MELISSA	ALLISON	58 OFF HARRINGTON AVE.	CONCORD	MA	01742	9.00
2	STEPHANIE	DUBANOWITZ	33 KURCHIAN LANE	READING	MA	01867	5.50
3	JONATHAN	ELDER	7 DRUMLIN RD.	IPSWICH	MA	01938	5.00
4	DAVID	MACKEY	50 THORNTON RD	NEEDHAM	MA	02492	10.00
5	MINA	MAKARIOUS	178 RAYMOND ST.	CAMBRIDGE	MA	02140	8.50
6	CHRISTINA	MARSHALL	64 WOODSIDE RD.	WINCHESTER	MA	01890	6.00
7	CARMEN	ORTIZ	20 HERRICK DR.	MILTON	MA	02186	5.50
8	NINA	PICKERING-COOK	11 PEARL STREET	MARBLEHEAD	MA	01945	7.00
9	TIMOTHY	ROSKELLEY	865 SOUTH ST	ROSLINDALE	MA	02131	9.50
10	COLIN	VAN DYKE	23 PLEASANT ST.	SHARON	MA	02067	9.00
11	JESSICA	WALL	22 STANFORD	WELLESLEY	MA	02481	4.50
12	DAVID	WIENER	20 BOW ST	CONCORD	MA	01742	12.50
13	TAMARA	WOLFSON	45 SPRING LANE	CANTON	MA	02021	8.00

ALL PROPOSALS - FINANCIAL INFORMATION

A. Financial Statements

Proponents shall attached a Balance Sheet and Income Statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current year-to-date period, together with a copy of the Proponent's most recent fiscal year Financial Statements, audited by a Certified Public Accountant or firm of Certified Public Accountants, including the auditor's opinion thereon.

B. Surety Information

1. Have you, or any entity you have had an ownership interest in, ever had a bond or surety canceled or forfeited? Yes () No (X)
2. If Yes, state the name of the bonding company, date, amount of the bond and the reason for such cancellation or forfeiture

C. Bankruptcy Information

1. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt? Yes () No (X)
2. If Yes, state the name of the entity, date, amount of the filed or declared bankruptcy

D. County of Albany and any Affiliated Entity

1. Have you ever entered into an agreement with the County of Albany or any affiliated entity? Yes () No (X)
2. If Yes, identify the agreement(s), its purpose, and its term.
3. Have you ever been sent a default notice concerning any such agreement(s)? Yes () No (X) If Yes, please explain

WORK FORCE COMPOSITION

Anderson & Kreiger LLP

617-621-6500

Name of Firm			Phone Number	
50 Milk St., 21st Floor	Boston	MA	02109	
Address	City	State	Zip Code	

Lisa Baldrige, Executive Director

Name & Title of Authorized Executive

Full Time Employees	Total # of Employees	White	American Indian	Black	Hispanic	Other (*)
		M/F	M/F	M/F	M/F	M/F
	Male / Female					
Admin & Manager	0 / 2	0 / 2				
Professional	22 / 21	16 / 18		4 / 1	2 / 1	0 / 1
Technical						
Sales Workers						
Office Workers	0 / 8	0 / 5		0 / 3		
Semiskilled Workers						
Unskilled Workers						
Apprentices						
Seasonal Temporary						
Part Time	1 / 0			1 / 0		
TOTAL						

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

Remarks: *Asian _____

CONSULTANT' CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof.

Name & Title of Signer: Lisa Baldrige, Executive Director

Signature:  Date: 02/13/2024

AGENDA ITEM NO. 10.6

**Approval of Supplemental
Agreement #1 to Contract No. S-21-1082 Design
Services for the Terminal Pre-TSA Expansion to CHA
Companies.**

AGENDA ITEM NO: 10.6
MEETING DATE: April 15, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
04/15/2024

DEPARTMENT:

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

PURPOSE OF REQUEST:

Approval of Supplemental Agreement No. 2 to Contract No. S-21-1082 Design Services for the Terminal Pre-TSA Expansion to CHA Companies.

CONTRACT AMOUNT:

Base Amount: \$8,118,078.00
Amendment No. 1 149,508.00 (ACAA Approved 02/12/24)
Amendment No. 2 500,000.00*
Total: \$8,767,586.00

*Pending Board Approval

BUDGET INFORMATION:

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

AWARD CONDITIONS MET:

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

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal _____ State 100% Airport _____ NA _____
Term of Funding: 2023-2025
Grant No.: _____ State PIN: _____

JUSTIFICATION:

Authorization is requested to award Amendment No. 2 to the Professional Services Contract S-21-1082 Design Services for the proposed Terminal Pre-TSA Expansion in the amount of \$500,000.00 to CHA Companies of Albany, N.Y. The ACAA has received a grant from NYSEDA to explore the feasibility of Geo-Thermal energy being used to heat/cool the Terminal. CHA will provide recommendation for geo thermal well sites, thermal loading capacities for the wells, pump requirements and viable routing for the piping required to connect the wells to the Terminal HVAC. Additionally all electrical needs will be included in the study.

AGENDA ITEM NO: 10.6
MEETING DATE: April 15, 2024

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA _____

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Please refer to attached CHA proposal.



Mar 01, 2024

John LaClair
Albany County Airport Authority
Albany, NY, 12211
jlaclair@albanyairport.com

**RE: Proposal for Geothermal Energy Network Design
Albany County Airport Authority
CHA Proposal No. X87883**

Dear Mr. LaClair:

Thank you for inviting Clough, Harbour & Associates, Inc. (CHA) to submit a proposal to provide the design for the Thermal Energy Network at the Albany County Airport Authority. Our proposed Scope of Services and Fee are outlined below.

Project Understanding

The Albany County Airport Authority previously contracted with CHA to complete a feasibility study funded by NYSERDA through FlexTech that demonstrated a Thermal Energy Network (TEN) is a technically and economically feasible solution to heat and cool the Main terminal and several outbuildings. The Albany County Airport Authority was selected through PON 4614 to perform a site-specific detailed design for the TEN, as defined herein. During the design phase, CHA shall further optimize the TEN configuration and design details previously deemed feasible and produce the documentation for a shovel-ready design. During the design phase, CHA shall also develop updated project lifecycle costs; a business model that defines the ownership structure for the TEN and cashflows; a financing strategy to construct the TEN; a workforce plan for the construction and operations/maintenance phases; and a preliminary customer protection plan.

Scope of Services

The tasks to be performed by CHA are outlined below and explained in detail in the Exhibit A (attached).

- Task 1: Characterize the existing site conditions and update TEN model
- Task 2: Develop system design and specifications
- Task 3: Develop business model and financing plan
- Task 4: Develop construction contract documents
- Task 5: Develop workforce development plan
- Taks 6: Define hurdles and challenges
- Taks 7: Produce final report

The project shall be focused on the Geothermal Well Field and District Energy/Distribution Network design as well as the Airport Central Plant redesign focused on the heat pump chiller plant. CHA's design shall not extend into the



main airport building or building conversion work. The project shall focus on the district energy system. The project scope shall also include minor design work effort and district energy connection work for Hangar 1, Airport Fire Department and the Administration Building.

Project Schedule

CHA will commit the resources necessary to complete the project in the anticipated timeframe below:

Task	Duration
Task 1: Update TEN Model	Week 1 – Week 6
Task 2: System Design and Specifications	Week 7 – Week 30
Task 3: Develop Business Model and Financing Plan	Week 31 – Week 34
Task 4: Develop Construction Contract Documents	Week 31 – Week 40
Task 5: Develop Workforce Development Plan	Week 24 – Week 26
Task 6: Define Hurdles and Challenges	Week 25 – Week 26
Task 7: Produce Final Report	Week 40 – Week 44

Proposal Fee

The total cost to complete the tasks associated with CHA's scope of work is \$500,000 which will be reimbursed to The Albany Airport Authority by NYSERDA as detailed in Exhibit A.

Invoicing will be milestone based as detailed in the project schedule above. Additional work required in connection with this project, will be completed on an hourly basis at our rates then in effect. Prior to the start of any new work, CHA will identify a Scope of Work with associated tasks and submit a budgetary cost estimate and a proposed work schedule for your written approval.

We trust this proposal meets your satisfaction. If you have any questions, please do not hesitate to contact Mitch DeWein at (518) 453-3980 or mdewein@chacompanies.com at your convenience. Thank you for considering CHA and we look forward to working with you on this project.

Sincerely,



Mitchell DeWein, CEM
Energy Team Leader, Advanced Energy



**EXHIBIT A
STATEMENT OF WORK**

Albany County Airport Authority Thermal Energy Network Detailed Design

Contractor: Albany County Airport Authority
Project Number: 215582

BACKGROUND/OBJECTIVES

The Albany County Airport Authority previously completed a feasibility study funded by NYSERDA through FlexTech that demonstrated a Thermal Energy Network (TEN) is a technically and economically feasible solution to heat and cool the Main terminal and several outbuildings. The Albany County Airport Authority was selected through PON 4614 to perform a site-specific detailed design for the TEN, as defined herein. During the design phase, the Contractor shall further optimize the TEN configuration and design details previously deemed feasible and produce the documentation for a shovel-ready design. During the design phase, the Contractor shall also develop updated project lifecycle costs; a business model that defines the ownership structure for the TEN and cashflows; a financing strategy to construct the TEN; a workforce plan for the construction and operations/maintenance phases; and a preliminary customer protection plan.

DEFINITIONS

Thermal Energy Network (TEN) is defined as all real estate, fixtures and personal property operated, owned, used or to be used for or in connection with or to facilitate a utility-scale distribution infrastructure project that supplies thermal energy.

The Contractor is defined as:

Albany County Airport Authority
Connor Haskin, ENV SP
Chief Airport Planner
737 Albany Shaker Road, Main Terminal – Suite 300
Albany, New York 12211

The Project Site(s) is/are defined as (substitutions may be allowable with the prior written authorization of the NYSERDA Project Manager):

The following buildings at the Albany County Airport Authority will be included in the design:

- Main terminal
- Administration Building
- Fire Department
- Hangar 1

Subcontractor #1 is defined as:

CHA Consulting, Inc.

3 Winners Circle
Suite 100
Albany, NY 12205-0269

TASK 0 - PROJECT MANAGEMENT AND PROGRESS REPORTING

Responsibility

Regardless of subcontracting arrangements, the Contractor shall be responsible for the timely completion of all the tasks in the Statement of Work per the schedule included herein. The Contractor shall provide all project management activities necessary for the performance of this Statement of Work, as per attached *milestone schedule/budget*, which shall include the following activities:

- Coordinate the work of the Contractor's employees and those of sub-contractors and equipment vendors that are undertaking tasks described in this Statement of Work;
- Ensure control over the project budget and adherence to the project schedule; and
- Provide all project reporting to NYSERDA as specified in this Statement of Work.

Subcontracts

The Contractor shall enter into a Subcontract with CHA Consulting, Inc to design the proposed system. At NYSERDA's request, the Contractor shall submit a copy of the above agreements to the NYSERDA Project Manager.

Site Owner Agreement and Support for SEORA Analysis (required for projects that will drill test borehole(s))

The Contractor shall undertake the following actions regarding the Site Owner Agreement:

- The Contractor shall enter into a written Site Owner Agreement with the Site Owner to obtain access to the Project Site and authorization to install and operate the test borehole(s). The Site Owner Agreement shall clearly define responsibilities including, but not limited to installation; access by the Contractor for monitoring; maintenance; term; final ownership of the test borehole(s); insurance; indemnification (including a provision by which the site owner disclaims any liability against NYSERDA for any damages or losses occurring by virtue of the test borehole(s) being installed or operated at the site); and acknowledging NYSERDA's right to publish information about the project (including but not limited to posting of project success information on NYSERDA's website). The Site Owner Agreement shall not conflict with this Agreement.
- The Contractor shall submit a draft copy of the written Site Owner Agreement to the NYSERDA Contract Administrator for review and approval prior to actual signing. The Contractor shall incorporate into the written Site Owner Agreement(s) changes requested by the NYSERDA's Contract Administrator.

The Contractor shall consult with NYSERDA to assess whether the action would be considered Unlisted or Type I, following which the Contractor shall complete appropriate SEQRA requirements and then present those to NYSERDA

Deliverables: Draft copy of the written Site Owner Agreement, copy of the fully executed Site Owner Agreement, and signed copy of SEQRA documentation that reaches a determination regarding whether or not it is okay to proceed with drilling a test borehole.

Go/No-Go Decision Point:

The Contractor shall not commence work on the following Tasks until-and-unless authorized to do so in writing by the NYSERDA Project Manager. Such authorization shall be at NYSERDA's sole discretion. The go/no-go decision will be based on the information presented in the Task Deliverable. If the project is found to have a fatal flaw or is deemed non-viable, as determined by NYSERDA, a no-go decision will be issued and the Agreement will be terminated pursuant to Section 12.02 of Exhibit B.

Progress Reporting

If during a particular period the Contractor has not delivered any milestones and done the associated milestone reporting, then the Contractor shall submit **periodic** progress reports, no less frequently than quarterly, to NYSERDA's Project Manager no later than the 15th of the month following each reporting period. The Progress Reports shall include information on the following subjects in the order indicated, with appropriate explanation and discussion:

- a. Name of contractor
- b. Title of the project.
- c. Agreement number.
- d. Reporting period.
- e. Project progress including a summary of progress, findings, data, analyses, results and field-test results from all tasks carried out in the covered period.
- f. Planned work for the next reporting period.
- g. Identification of problems.
- h. Planned or proposed solutions to identify problems described in (f) above.
- i. Ability to meet schedule, reasons for slippage in schedule.
- j. Schedule - percentage completed and projected percentage of completion of performance by calendar quarter - may be presented as a bar chart or milestone chart.

Deliverables: Written Periodic Progress Reports.

Project Kick-off Meeting

The Contractor shall hold a project kick-off meeting within thirty days from the contract execution date. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place. The Contractor is encouraged to invite representatives of sub-contractors and equipment vendors. The purpose of this meeting shall be to finalize the strategies for accomplishing the objectives of this work. In a timely manner, the Contractor shall submit to NYSERDA's Project Manager a brief report summarizing the issues discussed and decisions made, if any, during this meeting.

Deliverable: A brief report regarding the project kickoff meeting.

Project Completion Meeting

The Contractor shall conduct a project completion meeting, it shall occur within time period covering 15 days prior to and 15 days following the submission of the draft Final Report. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place.

Deliverable: A brief report regarding the project completion meeting.

Security. Contractor shall comply with New York State Enterprise Information Security Office (EISO), Cyber Security Policy P03-002, NYSERDA's Information Security Policy, and other New York State policies/procedures including but not limited to prevent unauthorized access to restricted areas of the Web Site and any databases or other sensitive material generated from or used in conjunction with the Web Site; and Contractor shall notify NYSERDA's Information Security Office as soon as possible of any known security breaches or holes. Questions concerning this policy may be directed to the EISO (518) 474-0865, attn: Director. Or visit EISO at <https://www.its.ny.gov/eiso>.

Accessibility. Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by NYSERDA and any report on the results of such testing must be satisfactory to NYSERDA.

Task 1. Characterize the Existing Site Conditions and Update TEN Model

Thermal Resource Characterization

The Contractor shall, in coordination with the Site Owner, collect data on the thermal resources that were studied at the feasibility phase and selected for the TEN design. Thermal resources may include but are not limited to geothermal borefield(s), surface water, wastewater, and waste heat.

The Contractor shall, in coordination with the Site Owner, drill test borehole(s) at the proposed borefield site to determine ground conditions for the geothermal borefield or furnish data from previously completed test borehole(s) at the proposed borefield site.

The Contractor shall prepare a report describing the existing conditions of all thermal resources to be included in the TEN design and submit the report to NYSERDA. The report shall describe the thermal capacity of each thermal resource, including the maximum thermal output (kW) available and annual thermal supply (kWh) available from each resource. The

report shall include a determination of whether the existing conditions are favorable to support the heating and cooling loads for the project site.

Define Pre-Design Analysis Methodology

The Contractor shall define the methodology for the pre-design analysis in a report and submit the report to NYSERDA. The pre-design analysis methodology shall define how the thermal resource data will be incorporated into the TEN model previously developed during the feasibility phase. The methodology shall also define other updates to the TEN model, including but not limited to updated data for building thermal loads, building HVAC distribution system configurations, and other characteristics that affect the TEN design. The Contractor shall define any building efficiency measures completed or planned. The report shall document the analytical methods and software tools used in the pre-design analysis.

Perform Pre-Design Analysis

The Contractor shall use the defined methodology and updated thermal resource data, building data, and other relevant data to analyze the TEN configuration and submit the report to NYSERDA. The report shall include revised thermal and electric energy profiles for each building and the aggregated 8760 energy profiles for the TEN. The report shall document any recommended changes in the TEN configuration resulting from the revised modeling. The report shall include a summary of any technical, economic, or regulatory and permitting challenges, that would affect the feasibility of the preferred TEN design. The Contractor shall also document project logistics and challenges including but not limited to mobilization of geothermal drilling rigs and site constraints that would affect the construction of the selected TEN configuration

Deliverables:

- Thermal resource characterization report
- Pre-design analysis methodology report
- Pre-design analysis report

Go/No-Go Decision Point:

The Contractor shall not commence work on the following Tasks until-and-unless authorized to do so in writing by the NYSERDA Project Manager. Such authorization shall be at NYSERDA's sole discretion. The go/no-go decision will be based on the information presented in the Task Deliverable. If the project is found to have a fatal flaw or is deemed non-viable, as determined by NYSERDA, a no-go decision will be issued and the Agreement will be terminated pursuant to Section 12.02 of Exhibit B.

Task 2. Develop System Design and Specifications

The Contractor shall define the size, quantity, and locations of each TEN component, including but not limited to the geothermal borefield, piping, water storage, distribution pumps, heat pumps, heat exchangers, metering equipment, and geothermal water supply and

distribution. The Contractor shall create drawings and specifications for the TEN, select equipment, and update energy calculations. The Contractor shall define all building and project site upgrades needed for each building to connect to the TEN, including but not limited to the building HVAC systems and building and/or site electrical infrastructure. The Contractor shall complete an internal design and drawing review. The Contractor shall consolidate and submit the design drawings, specifications, and updated energy and emissions calculations to NYSERDA.

The Contractor shall develop construction cost estimates and a project schedule. The Contractor shall submit the construction cost estimates and project schedule to NYSERDA and organize a meeting with project stakeholders, including the Site Owner and NYSERDA, to review the design, construction cost estimates, and project schedule. The Contractor shall submit a memo to NYSERDA that summarizes the stakeholder meeting.

The Contractor shall develop the system design and associated documentation according to all applicable codes, standards, regulations, and industry best practices including but not limited to CSA/ANSI 448 and IAPMO Uniform Mechanical Code Chapter 17, as well as ASHRAE manuals.

Deliverables:

- Design drawings and specifications
- Updated energy calculations, emission calculations, and life cycle cost analyses based on final design
- Construction cost estimates and project schedule
- Memo documenting stakeholder meeting

Go/No-Go Decision Point:

The Contractor shall not commence work on the following Tasks until-and-unless authorized to do so in writing by the NYSERDA Project Manager. Such authorization shall be at NYSERDA's sole discretion. The go/no-go decision will be based on the information presented in the Task Deliverable. If the project is found to have a fatal flaw or is deemed non-viable, as determined by NYSERDA, a no-go decision will be issued and the Agreement will be terminated pursuant to Section 12.02 of Exhibit B.

Task 3. Develop Business Model and Financing Plan

The Contractor shall consolidate and present a summary of the business model to NYSERDA. The business model should identify the intended system owner and planned financial structure, indicating all the parties involved and their role in financing, constructing, owning, maintaining and operating the TEN. The business model shall include the thermal energy rate structure and define the obligations and options of all parties.

The Contractor shall also prepare a financing plan identifying all sources of funding and financing, including public funding (incentives, rebates, and tax credits) and private funding for the TEN and related costs including but not limited to building and site upgrades required to construct the TEN. The Contractor shall develop a proforma clearly indicating the return on any private investment capital.

Deliverables:

- Memo summarizing business model
- Memo summarizing financing plan, with attached proforma

Go/No-Go Decision Point:

The Contractor shall not commence work on the following Tasks until-and-unless authorized to do so in writing by the NYSERDA Project Manager. Such authorization shall be at NYSERDA's sole discretion. The go/no-go decision will be based on the information presented in the Task Deliverable. If the project is found to have a fatal flaw or is deemed non-viable, as determined by NYSERDA, a no-go decision will be issued and the Agreement will be terminated pursuant to Section 12.02 of Exhibit B.

Task 4. Develop Construction Contract Documents

The Contractor shall finalize drawings and specifications to prepare for contractor bidding. The Contractor shall coordinate with all trades (mechanical, electrical, and pipefitter/plumbing) to finalize the drawings and specifications, including front-end specifications which dictate the conditions of the contract and contractor requirements. The Contractor shall submit a copy of the finalized drawings, stamped by a Professional Engineer, and specifications to NYSERDA.

The Contractor shall convene a stakeholders' "check-set" meeting of 90% contract document completion and invite NYSERDA. During this convening, the Contractor shall present in-process documents for review and discussion. The Contractor shall submit a memo to NYSERDA that summarizes the stakeholder meeting.

The Contractor shall incorporate feedback from stakeholders and convene a final stakeholder meeting to share the final contract documents and construction cost updates, as applicable. In coordination with the Site Owner, the Contractor shall set bid dates and discuss advertisement to bid. The Contractor shall submit to NYSERDA the final contract documents and a memo that summarizes the final stakeholder meeting.

NYSERDA approval of deliverables under this Task does not represent approval of construction.

Deliverables:

- Finalized drawings and specifications
- Memo documenting stakeholders' "check-set" meeting

- Final contract documents
- Memo documenting final stakeholder meeting

Go/No-Go Decision Point:

The Contractor shall not commence work on the following Tasks until-and-unless authorized to do so in writing by the NYSERDA Project Manager. Such authorization shall be at NYSERDA's sole discretion. The go/no-go decision will be based on the information presented in the Task Deliverable. If the project is found to have a fatal flaw or is deemed non-viable, as determined by NYSERDA, a no-go decision will be issued and the Agreement will be terminated pursuant to Section 12.02 of Exhibit B.

Task 5. Develop Workforce Development Plan

The Contractor shall work with the Site Owner to identify required operation and maintenance costs and staffing required to monitor and operate the TEN.

The Contractor shall submit a workforce development plan, with a preference for a plan that includes and prepares local historically disadvantaged community members for roles related to system installation, operation, and/or maintenance and repairs. The workforce development plan must be submitted in two parts – Construction phase workforce development plan as well as an Operations and Maintenance workforce development plan. The Contractor shall submit a draft to NYSERDA for review and a final development plan addressing NYSERDA's comments.

The workforce development plan shall include, at a minimum, the following items:

- Key occupations needed;
- Number of positions needed per occupation;
- Specific skills sets needed;
- Approximate timing of when various occupations are needed during the installation and operation phases;
- Any anticipated workforce shortages and a plan for addressing these shortages;
- Training needed and plans to address training, including how to leverage NYSERDA workforce development programs to address training needs;

Deliverables:

- Draft workforce development plan plans for both Construction Phase and Operations Maintenance Phase
- Final workforce development plan plans for both Construction Phase and Operations Maintenance Phase

Task 6. Define Hurdles and Challenges

The Contractor shall keep a list of the challenges that arise in the previous tasks. An issues list shall be kept along with the solution for each challenge.

The Contractor shall consolidate and present a summary of the hurdles and challenges identified, along with the solutions, to NYSERDA.

Deliverables:

- Summary of the hurdles and challenges

Task 7. Produce Final Report

The Contractor shall prepare a non-proprietary/non-confidential Final Report, in accordance with the Exhibit E Report Content Guide, covering all aspects of the work performed under this Agreement.

Such final report shall address the following information at a minimum and shall be organized as follows:

Describe the project site and buildings to be served by the TEN:

- Describe the project site and location. Provide a brief history of project development, including how the project progressed to the feasibility and design phases.
- Describe how the TEN fits into the long-range master plan or goals of the project site owner(s).
- Describe the specific cluster of buildings included in the design that will be connected to and served by the TEN. Describe the building end uses and physical characteristics, including thermal efficiencies and plans for upgrades to the building envelopes and HVAC systems to become compatible with the TEN, as applicable.
- Provide the updated 8760 hourly loads for each building to be served by the TEN, as well as the 8760 aggregated loads for the buildings. The 8760 profiles shall incorporate updated building data, as well as other improvements in the system modeling and analysis since the feasibility phase of the project.
- Describe how aggregating the individual buildings achieves a meaningful amount of “load smoothing” and thereby reduces the overall peak size of equipment needed for the TEN.
- Describe site constraints, including potential challenges with accessing thermal resources or mobilization of construction equipment.

Describe the TEN design:

- Describe the engineering design basis.
- Describe the modeling method (e.g., software system) used and sources of data.
- Describe the key assumptions, sensitivity analysis methodology and confidence bands.
- Describe the extent to which friction caused by pumping creates additional heat load that must be rejected during cooling season and/or helps to achieve heating during heating season. Include the impacts of friction as well as other thermal losses/gains due to uninsulated piping or heat transfer to the ground/ambient space in the calculation of annual and peak loads.

- Describe the types and details of thermal resources that will be connected to the TEN, including supporting data and results of any thermal testing performed.
 - Describe the extent that the thermal extraction/rejection/dissipation achieves balance over an annual cycle such that the ground loop temperature profile will stay within tolerances throughout the life of the project, if the system will include a geothermal borefield.
 - Discuss whether a test borehole was installed, and if so, its suitability for later repurposing in the constructed TEN.
- Describe the resultant technical design and system configuration of the TEN (resource options, appraisal and selection), including considerations for ease of accommodating future needs as load patterns change over time, while mitigating the need to overbuild.
- Describe adjunct thermal systems if any, such as thermal storage, solar thermal, and low-carbon supplemental thermal systems.
- Describe adjunct clean distributed energy systems if any, such as on-site solar photovoltaics (PV), battery electric storage and the impact of such systems on peak electric demand from the TEN.
- Describe how thermal and electric grid resiliency and reliability are maximized in the design.
- Quantify the energy and environmental benefits.
- Provide construction specifications (e.g., bid specs) including:
 - Design drawings.
 - Make/model/size of every major piece of equipment.
 - Purchase price/installation cost of every major piece of equipment.
 - Operating characteristics/maintenance routines/maintenance costs of every major piece of equipment.

Describe the business model:

- Describe the investment hurdle threshold of each prospective customer that will connect to the TEN to understand what features of a deal would be needed for them to connect to the TEN (e.g., how much cost savings would they require relative to their traditional expense).
- Describe the preliminary commercial terms/contractual relationships between project participants and roles of each party in financing, constructing, owning, maintaining, and operating the TEN.
- Compare and contrast total project costs versus out-of-pocket costs (as a result of incentives, tax credits, etc) for the TEN configuration and the individual smaller systems configuration, and highlight any awkward economic signals (e.g., an awkward economic signal would be if the TEN configuration has lowest lifecycle costs, but due to the incentive/tax effects of cost-shifts associated with less equipment and more piping/labor, has highest out-of-pocket).
- Describe how other clean energy technologies, such as solar PV, battery storage, or thermal storage were evaluated and their impact on the total project economics.
- Describe how the preferred ownership model unlocks value, including access to state and/or federal tax credits, incentives, financing, desirable depreciation schedules of equipment, and other funding sources.

- Provide an investment-grade analysis of the project economics and describe the financial viability for constructing and operating the TEN.
 - Discuss first costs, operating costs, and lifecycle costs.
 - Discuss energy consumption during system operation.
- Describe how the project offers a value proposition to the different various stakeholders.
- Describe opportunities to improve the project value proposition to stakeholders.
- Describe the strategy for negotiating binding agreements including importance of timing relative to the sequence of project development.
- Describe regulatory/legal/environmental suitability, including permitting and franchising.

Describe challenges and lessons learned:

- Discuss improvements to methods to recruit and select additional teammates to conduct subsequent work (e.g., an RFP to expand the team for conducting the next stage, if applicable).
- Discuss challenges and strategies to minimize disruption/costs during cut-over from old system to new TEN system.

Describe the next steps for constructing the TEN:

- Summarize any detailed project construction and commissioning proposals received such as in response to the bid specs (equipment specifications, procurement plans, project and operational management, permitting), and the process for evaluating bids.
- Describe the workforce needs and workforce development plan for the construction and operation and maintenance phases of the project.
- Describe the construction schedule and intermediate steps, including contractor selection, securing financing, finalizing customer contracts, construction phases (initial installation and future expansion), customer connection timing, etc.

In addition, the submission of the Final Report shall include the completion of the data spreadsheet listed as Exhibit F.

Draft Version and Final Version of Final Report: A draft version of the Final Report shall be submitted to NYSERDA's Project Manager no later than the date specified in the Milestone Schedule of the NYSERDA Agreement for this task. NYSERDA will comment on the draft version within 60 working days after receipt of such draft. Within 30 working days after receipt of NYSERDA's comments, the Contractor shall prepare a final version of the report reflecting therein careful consideration of NYSERDA's comments to the satisfaction of NYSERDA and submit one (1) electronic copy of the final version of the Final Report.

Deliverables:

- Draft version of the Final Report
- Final version of the Final Report

Milestone Schedule

	Task	Milestones / Deliverables	Beginning Date (in weeks from Contract Execution)	Ending Date (in weeks from Contract Execution)	Milestone Payment Amount (\$)
	Project Management and Project Reporting		Beginning of week 1	End of week 44	
		Draft copy of Site Owner Agreement, copy of the fully executed Site Owner Agreement,	N/A		\$0
		Brief report summarizing Project Kickoff Meeting	End of week 2		\$10,000
		Brief report summarizing Project Completion Meeting	End of week 44		\$10,000
	Characterize the Existing Site Conditions and Update TEN Model		Beginning of week 2	End of week 6	\$45,000
		Thermal resource characterization report	End of week 4		
		Pre-design analysis methodology report	End of week 5		
		Pre-design analysis report	End of week 6		
	Develop System Design and Specifications		Beginning of week 2	End of week 30	\$100,000
		Design drawings,	End of week 24		

	specifications, updated energy calculations, updated lifecycle cost analyses			
	Constructio n cost estimates and project schedule		End of week 26	
	Memo documenting stakeholder meeting		End of week 30	
Develop Business Model and Financing Plan		Beginning of week 24	End of week 34	\$40,000
	Memo summarizing business plan		End of week 32	
	Memo summarizing financing plan, with attached proforma		End of week 34	
Develop Construction Contract Documents		Beginning of week 30	End of week 40	\$215,000
	Finalized drawings and specifications		End of week 34	
	Memo documenting stakeholder's "check-set" meeting		End of week 36	

	Final contract documents	End of week 38		
	Memo documenting final stakeholder meeting	End of week 40		
Develop Workforce Development Plan		Beginning of week 24	End of week 26	\$10,000
	Draft workforce plan	End of week 25		
	Final workforce plan	End of week 26		
Define Hurdles and Challenges		End of week 25	End of week 26	\$10,000
	Summary of the Hurdles and Challenges	End of week 26		
Produce Final Report		Beginning of week 40	End of week 44	\$50,000
	A draft final version of the Final Report	End of week 42		
	A final version of the Final Report	End of week 44		
Total to be Requested from NYSERDA				\$500,000

Budget

The total cost to complete the tasks associated with this scope of work is \$1,340,676. The Contractor's team will contribute a total of \$840,676 in the form of in-kind labor and request a total of \$500,000 reimbursement from NYSERDA, such reimbursements as specified in the above Milestone Schedule.

In response to NYSERDA receiving proper invoices, NYSERDA will pay the Contractor in accordance with the milestone payment schedule as set forth in the Milestone Schedule. Each milestone payment shall be due and payable only to the extent it is supported by the completion of the corresponding individual milestones to the satisfaction of NYSERDA. Each milestone does not necessarily represent the cost of the work included in such milestone; accordingly, the milestone payments do not necessarily represent an actual measure of the progress of the work.

AGENDA ITEM NO. 10.7

**Purchase: One (1) 2024 Chevrolet Tahoe
4WD 4dr Commercial**

**Joe Basil Chevrolet, Inc.
5111 Transit Rd.
Depew, New York 14043**

AGENDA ITEM NO: 10.7
MEETING DATE: April 15, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
04/15/2024

DEPARTMENT: *Finance*

Contact Person: *Michael Zonsius, Chief Financial Officer*

PURPOSE OF REQUEST:

Purchase: One (1) 2024 Chevrolet Tahoe 4WD 4dr Commercial

*Joe Basil Chevrolet, Inc.
5111 Transit Rd.
Depew, New York 14043*

AMOUNT:

One (1) 2024 Chevrolet Tahoe 4WD 4 dr Commercial \$ 52,950.00

Total \$52,950.00

BUDGET INFORMATION:

Anticipated in Current Budget: Yes: No: ✓
Account String: 2024 79400-71

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal: State: Airport: 100% NA:

JUSTIFICATION:

One (1) Chevrolet Tahoe 4WD 4 dr Commercial will replace the current vehicle that was damaged beyond repair in an on airport vehicular accident (no injuries) on March 23, 2024.

Purchase is made under OGS Contract.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommends approval.

AGENDA ITEM NO: 10.7
MEETING DATE: April 15, 2024

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:

YES: √ NA:

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Quote Attached.



SALES QUOTE

Joe Basil Chevrolet, Inc.
 5111 Transit Rd
 Depew, NY 14043
 Dir.716-206-1764
 Fax 716-685-1746
mkoenig@basilfleet.com

INVOICE NO.
 DATE April 2, 2024
 CUSTOMER ID 856351

NYS DEALER
 #1100005392

BUDGET PRICING

TO: Chris Pasquini
 Albany International Airport
 130 Sicker Road
 Latham, NY 12110
 518-242-2379
cpasquini@albanyairport.com

SHIP TO: [Contact Name]
 [Company Name]
 [Street Address]
 [City, ST ZIP Code]
 [Phone]

Salesperson	Customer PO#	Mini Bid	Contract	Option Discount %	Contract Discount %	NYS Discount	PAYMENT TERMS
Matt Koenig						INCL	Net 30
VIN#						STK#	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	NET TOTAL
1	CK10706	2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial	\$ 52,950.00	\$ -	\$ 52,950.00
1	1FL	Commercial Preferred Equipment Group		\$ -	\$ -
1	5J0	Calibration, Front (only) Park Assist Disable	\$ -	\$ -	\$ -
1	5J1	Calibration, keyless remote panic button and exterior lights/horn disable	\$ -	\$ -	\$ -
1	5J3	Calibration, Surveillance Mode interior lighting	\$ -	\$ -	\$ -
1	5J9	Calibration, taillamp flasher, Red/White	\$ -	\$ -	\$ -
1	5LO	Calibration, taillamp flasher, Red/Red	\$ -	\$ -	\$ -
1	5T5	Seats, front cloth and second row vinyl	\$ -	\$ -	\$ -
1	5W4	Identifier for Special Service vehicle	\$ -	\$ -	\$ -
1	6C7	Lighting, red and white front auxiliary dome	\$ -	\$ -	\$ -
1	6J3	Wiring, grille lamps and siren speakers	\$ -	\$ -	\$ -
1	6J4	Wiring, horn and siren circuit	\$ -	\$ -	\$ -
1	6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	\$ -	\$ -	\$ -
1	ATD	Seat delete, third row passenger	\$ -	\$ -	\$ -
1	AX2	Key, unique	\$ -	\$ -	\$ -
1	AZ3	Seats, front 40/20/40 split-bench	\$ -	\$ -	\$ -
1	BCV	Lock control, driver side auto door lock disable	\$ -	\$ -	\$ -
1	BTV	Remote start	\$ -	\$ -	\$ -
1	C6H	GVWR, 7500 lbs. (3402 kg)	\$ -	\$ -	\$ -
1	GAZ	Summit White	\$ -	\$ -	\$ -
1	GU5	Rear axle, 3.23 ratio	\$ -	\$ -	\$ -
1	H1T	Jet Black, Cloth seat trim	\$ -	\$ -	\$ -
1	IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen	\$ -	\$ -	\$ -
1	K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	\$ -	\$ -	\$ -
1	K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	\$ -	\$ -	\$ -
1	KX4	Alternator, 250 amps	\$ -	\$ -	\$ -
1	L84	Engine, 5.3L EcoTec3 V8	\$ -	\$ -	\$ -
1	MHU	Transmission, 10-speed automatic	\$ -	\$ -	\$ -
1	NE1	Emissions	\$ -	\$ -	\$ -
1	PQA	1FL Safety Package	\$ -	\$ -	\$ -
1	PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum	\$ -	\$ -	\$ -

1	QDF	Tires, 265/65R18SL all-season, blackwall	\$ -	\$ -	\$ -
1	RC1	Skid plate, front	\$ -	\$ -	\$ -
1	RM7	Wheel, full-size spare 17" x 8" (43.2 cm x 20.3 cm) steel	\$ -	\$ -	\$ -
1	T66	Wiring provision, for outside mirrors and cargo side mirrors	\$ -	\$ -	\$ -
1	UE4	Following Distance Indicator	\$ -	\$ -	\$ -
1	UEU	Forward Collision Alert	\$ -	\$ -	\$ -
1	UHX	Lane Keep Assist	\$ -	\$ -	\$ -
1	UHY	Automatic Emergency Braking	\$ -	\$ -	\$ -
1	UKJ	Front Pedestrian Braking	\$ -	\$ -	\$ -
1	UT7	Ground wires, blunt cut cargo area and blunt cut console area	\$ -	\$ -	\$ -
1	V53	Luggage rack side rails, delete	\$ -	\$ -	\$ -
1	V76	Recovery hooks, 2 front, frame-mounted, Black	\$ -	\$ -	\$ -
1	VK3	License plate front mounting package	\$ -	\$ -	\$ -
1	VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	\$ -	\$ -	\$ -
1	VXT	Incomplete vehicle	\$ -	\$ -	\$ -
1	VZ2	Speedometer calibration	\$ -	\$ -	\$ -
1	WUA	Fascia, front high-approach angle	\$ -	\$ -	\$ -
1	ZW7	Suspension Package, Premium Smooth Ride	\$ -	\$ -	\$ -
1	___	Capless Fuel Fill	\$ -	\$ -	\$ -
1	___	Exterior ornamentation delete	\$ -	\$ -	\$ -
1	___	Instrumentation, analog	\$ -	\$ -	\$ -
1	___	Theft-deterrent system, vehicle, PASS-Key III	\$ -	\$ -	\$ -
1	___	Power supply, 50-amp, power supply, auxiliary battery	\$ -	\$ -	\$ -
1	___	Power supply, 100-amp, auxiliary battery, rear electrical center	\$ -	\$ -	\$ -
1	___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	\$ -	\$ -	\$ -
1	___	Seat belts, 3-point, all seating positions	\$ -	\$ -	\$ -
1	___	Protected idle	\$ -	\$ -	\$ -
1	DELIVERY	Region III	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

TOTAL DISCOUNT

SUBTOTAL	\$ 52,950.00
SALES TAX	\$ -
TOTAL	\$ 52,950.00



Please Make Checks Payable to Joe Basil Chevrolet, Inc
Thank you For Your Business

THIS QUOTE SERVES AS YOUR ACKNOWLEDGMENT THAT THIS ORDER HAS BEEN REVIEWED FOR ACCURACY AND DEEMED CORRECT.

Name _____

Title _____

Date _____

Sign _____

Revised 4/2/2024 14:22

AGENDA ITEM NO. 11

Authorization of Change Orders

AGENDA ITEM NO. 11.1

**Construction Contract:
Authorization to Award Change Order No. 1 to
Construction Contract 23-1146
for Airport Access Gates and Operators and Power
Controls to Access Anvil Corp.**

AGENDA ITEM NO: 11.1
MEETING DATE: April 15, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
04/15/2024

DEPARTMENT: *Planning and Engineering*

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

PURPOSE OF REQUEST:

Construction Contract: *Authorization to Award Change Order No. 1 to Construction Contract 23-1146 for Airport Access Gates and Operators and Power Controls to Access Anvil Corp.*

CONTRACT AMOUNT:

Base Amount: \$2,169,839.01
Change Order #1: 237,188.86 *
Revised Total: \$2,407,027.87

**Pending Board approval.*

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No ___ NA
Funding Account No.: CPN 2002

AWARD CONDITIONS MET:

Apprenticeship Y DBE Y MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 90% State N/A Airport 10%
Term of Funding: 2023-2025
Grant No.: N/A STATE PIN: N/A

JUSTIFICATION:

Request to approve Change Order No. 1 to Contract No. 23-1146 Airport Access Gates and Operators and Power Controls to Access Anvil Corp. of Albany, New York for \$237,188.86. This Change Order includes replacing the magnetic loops with microwave optic sensors at operator gates, additional wiring needed to connect the sensors and additional bollards to protect the sensors. Additionally there is a credit for not purchasing and installing the magnetic loops.

AGENDA ITEM NO: 11.1
MEETING DATE: April 15, 2024

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Please refer to the attached Contract 23-1146, Change Order No. 1.

SPONSOR Albany County Airport Authority				CONTRACT DESCRIPTION Airport Access Gate, Gate Operator Power and Controls Replacement				CHANGE ORDER NO. 1	PAGE 1 OF 3	COST DISTRIBUTION TAB						
CONTRACTOR Access Anvil Corporation				State D.O.T. NO.				Albany International Airport			FEDERAL	STATE	LOCAL	PFC		
SPEC ITEM NO.	NO.	DESCRIPTION	UNIT	CONSTRUCTION BID QUANTITY	CHANGE IN QUANTITY	REVISED BID QUANTITY	UNIT PRICE BID	ORIGINAL ITEM TOTAL	REIVED ITEM TOTAL	CHANGE IN CONTRACT	0.00%	MATCHING FUNDS 0.00% 0.00%		100.00%		
C-105-6.1	1	Mobilization (4% Max.)	LS	100.00%		100.00%	\$86,839.96	\$86,839.96	\$86,839.96	\$0.00						
C-106-3.1	2	Safety, Security and Maintenance of Traffic	LS	100.00%		100.00%	\$71,029.04	\$71,029.04	\$71,029.04	\$0.00						
F-162-5.1	3	8-Foot Chain Link Fence with Barbed Wire	LF	20.00		20.00	\$86.00	\$1,720.00	\$1,720.00	\$0.00						
F-162-5.2	4	8-Foot PVC Coated Chain Link Fence with Barbed Wire	LF	350.00	100.00	450.00	\$55.00	\$19,250.00	\$24,750.00	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00		
F-162-5.3	5	4-Foot By 8-Foot Pedestrian Gate	EA	3.00		3.00	\$4,642.00	\$13,926.00	\$13,926.00	\$0.00						
F-162-5.4	6	16-Foot By 8-Foot Double Swing Gate	EA	2.00		2.00	\$8,408.00	\$16,816.00	\$16,816.00	\$0.00						
F-162-5.5	7	20-Foot By 8-Foot Double Swing Gate	EA	9.00		9.00	\$9,520.00	\$85,680.00	\$85,680.00	\$0.00						
F-162-5.6	8	24-Foot By 8-Foot Double Swing Gate	EA	7.00		7.00	\$13,750.00	\$96,250.00	\$96,250.00	\$0.00						
F-162-5.7	9	20-Foot By 8-Foot Single Slide Cantilever Gate	EA	3.00		3.00	\$13,100.00	\$39,300.00	\$39,300.00	\$0.00						
F-162-5.8	10	24-Foot By 8-Foot Single Slide Cantilever Gate	EA	3.00		3.00	\$18,240.00	\$54,720.00	\$54,720.00	\$0.00						
F-162-5.9	11	30-Foot By 8-Foot Single Slide Cantilever Gate	EA	3.00		3.00	\$20,500.00	\$61,500.00	\$61,500.00	\$0.00						
F-162-5.10	12	32-Foot By 8-Foot Single Slide Cantilever Gate	EA	2.00		2.00	\$20,730.00	\$41,460.00	\$41,460.00	\$0.00						
F-162-5.11	13	22-Foot By 8-Foot Double Slide Cantilever Gate (11-FT Each Span)	EA	1.00		1.00	\$23,500.00	\$23,500.00	\$23,500.00	\$0.00						
F-162-5.12	14	30-Foot By 8-Foot Double Slide Cantilever Gate (15-FT Each Span)	EA	1.00		1.00	\$25,340.00	\$25,340.00	\$25,340.00	\$0.00						
CURRENT CONTRACT TIME LIMIT: 150 Calendar Days				CURRENT CONTRACT TOTAL				\$2,169,839.00	NET CHANGE THIS PAGE			\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00
CHANGE IN TIME, THIS ORDER +/-: 0				NET CHANGE, THIS ORDER				\$237,188.86	NET CHANGE BROUGHT FORWARD			\$231,688.86	\$0.00	\$0.00	\$0.00	\$231,688.86
REVISED CONTRACT TIME LIMIT: 150 Calendar Days				REVISED CONTRACT TOTAL				\$2,407,027.86	NET CHANGE, TOTAL			\$237,188.86	\$0.00	\$0.00	\$0.00	\$237,188.86
EXPLANATION: SEE ATTACHED LETTER OF EXPLANATION											STATE USE: APPROVED BY: _____ TITLE: _____ DATE: _____					
RECOMMENDED BY ENGINEER <i>Christopher D. Brubach, P.E.</i> Christopher D. Brubach, PE Principal Engineer Aviation Department  February 13, 2024 DATE				SPONSOR'S ACCEPTANCE APPROVED: _____ TITLE: _____ DATE: _____				CONTRACTOR'S ACCEPTANCE APPROVED: <i>Rosario A. ...</i> President CORP. NAME: Access Anvil Corp. DATE: February 13, 2024				FEDERAL USE:				

SPONSOR Albany County Airport Authority				CONTRACT DESCRIPTION Airport Access Gate, Gate Operator Power and Controls Replacement				CHANGE ORDER NO.	1	PAGE 2 OF 3	COST DISTRIBUTION TAB				
								Albany International Airport							
CONTRACTOR Access Anvil Corporation				State D.O.T. NO.				A.I.P. NO.			FEDERAL	STATE	LOCAL	OTHER	
SPEC ITEM NO.	NO.	DESCRIPTION	UNIT	CONSTRUCTION BID QUANTITY	CHANGE IN QUANTITY	REVISED BID QUANTITY	UNIT PRICE BID	ORIGINAL ITEM TOTAL	REVISED ITEM TOTAL	CHANGE IN CONTRACT	0.00%	MATCHING FUNDS		100.00%	
												0.00%	0.00%	0.00%	100.00%
F-162-5.13	15	38-Foot By 8-Foot Double Slide Cantilever Gate (19-Ft Each Span)	EA	1.00		1.00	\$26,800.00	\$26,800.00	\$26,800.00	\$0.00					
F-162-5.14	16	Reset Existing Single Slide Gate, Adjust and Provide New Hardware	EA	1.00		1.00	\$3,480.00	\$3,480.00	\$3,480.00	\$0.00					
F-162-5.15	17	Remove Chain Link Fence and Gates Including Posts and Foundations, All Types	LF	1,000.00		1,000.00	\$11.70	\$11,700.00	\$11,700.00	\$0.00					
F-162-5.16	18	Bollard	EA	78.00	17.00	95.00	\$2,110.00	\$164,580.00	\$200,450.00	\$35,870.00	\$0.00	\$0.00	\$0.00	\$35,870.00	
F-162-5.17	19	Airport Security Sign	EA	47.00		47.00	\$153.00	\$7,191.00	\$7,191.00	\$0.00					
F-162-5.18	20	Gate Number Sign	EA	94.00		94.00	\$153.00	\$14,382.00	\$14,382.00	\$0.00					
L-108-5.1	21	No. 6 AWG, 600V, XHHW-2, 1/C Power Cable	LF	900.00		900.00	\$15.85	\$14,265.00	\$14,265.00	\$0.00					
L-108-5.2	22	No. 20 AWG, 300V, 4/C Shielded Communication Cable	LF	3,000.00		3,000.00	\$7.40	\$22,200.00	\$22,200.00	\$0.00					
L-108-5.3	23	No. 20 AWG, 300V, 8/C Shielded Communication Cable	LF	3,500.00		3,500.00	\$9.50	\$33,250.00	\$33,250.00	\$0.00					
L-108-5.4	24	No. 16 AWG, 300V, 4/C Communication Cable	LF	3,000.00		3,000.00	\$8.45	\$25,350.00	\$25,350.00	\$0.00					
L-108-5.5	25	6 Strand Single Mode Fiber Optic Cable with LC Connectors	LF	1,650.00		1,650.00	\$21.10	\$34,815.00	\$34,815.00	\$0.00					
L-110-5.1	26	Non-Encased Electrical Conduit, 1-Way-2-Inch, SCH. 40 PVC Conduit in Turf	LF	2,200.00	350.00	2,550.00	\$38.10	\$83,820.00	\$97,155.00	\$13,335.00	\$0.00	\$0.00	\$0.00	\$13,335.00	
L-110-5.2	27	Concrete Encased Electrical Conduit, 1-Way-2-Inch, SCH. 40 PVC Conduit in Pavement	LF	1,000.00		1,000.00	\$59.80	\$59,800.00	\$59,800.00	\$0.00					
L-110-5.3	28	Asphalt Pavement Conduit Trench	SF	700.00		700.00	\$68.65	\$48,055.00	\$48,055.00	\$0.00					
L-128-5.1	29	Mechanical Gate Operator with Appurtenances, Post Mounted	EA	20.00	1.00	21.00	\$29,000.00	\$580,000.00	\$609,000.00	\$29,000.00	\$0.00	\$0.00	\$0.00	\$29,000.00	
L-128-5.2	30	Electromagnetic Pedestrian Gate Latch, Card Reader and Appurtenances	EA	2.00		2.00	\$2,674.00	\$5,348.00	\$5,348.00	\$0.00					
L-128-5.3	31	Pedestal Mounted Card Reader/Keypad or REX with Foundation	EA	23.00	1.00	24.00	\$3,744.00	\$86,112.00	\$89,856.00	\$3,744.00	\$0.00	\$0.00	\$0.00	\$3,744.00	
L-128-5.4	32	Gate Access Communication Enclosure, Rack Mounted	EA	5.00		5.00	\$7,000.00	\$35,000.00	\$35,000.00	\$0.00					
L-128-5.5	33	Access Control System Hardware and Connections for Connectivity to Airport Operations Security System, Fiber Based Network (New Locations Only)	EA	10.00		10.00	\$10,000.00	\$100,000.00	\$100,000.00	\$0.00					
NET CHANGE THIS PAGE										\$81,949.00	\$0.00	\$0.00	\$0.00	\$81,949.00	
NET CHANGE BROUGHT FORWARD										\$149,739.86	\$0.00	\$0.00	\$0.00	\$149,739.86	
CARRY FORWARD TO PAGE - 1										\$231,688.86	\$0.00	\$0.00	\$0.00	\$231,688.86	

SPONSOR Albany County Airport Authority				CONTRACT DESCRIPTION Airport Access Gate, Gate Operator Power and Controls Replacement				CHANGE ORDER NO. 1	PAGE 3 OF 3	COST DISTRIBUTION TAB					
CONTRACTOR Access Anvil Corporation				State D.O.T. NO.				Albany International Airport			FEDERAL	STATE	LOCAL	OTHER	
SPEC ITEM NO.	NO.	DESCRIPTION	UNIT	CONSTRUCTION BID QUANTITY	CHANGE IN QUANTITY	REVISED BID QUANTITY	UNIT PRICE BID	ORIGINAL ITEM TOTAL	REVISED ITEM TOTAL	CHANGE IN CONTRACT	0.00%	MATCHING FUNDS 0.00% 0.00%		100.00%	
L-128-5.6	34	Pavement Gate Safety and Exit Loops (3 Per Gate)	EA	19.00	-19.00	0.00	\$500.00	\$9,500.00	\$0.00	(\$9,500.00)	\$0.00	\$0.00	\$0.00	(\$9,500.00)	
L-128-5.7	35	Electrical Power Disconnect, Post Mounted	EA	10.00		10.00	\$3,900.00	\$39,000.00	\$39,000.00	\$0.00					
L-128-5.8	36	Electrical Power Panel, Rack Mounted	EA	6.00		6.00	\$12,600.00	\$75,600.00	\$75,600.00	\$0.00					
L-128-5.9	37	Electrical or Communication Handhole	EA	11.00		11.00	\$2,220.00	\$24,420.00	\$24,420.00	\$0.00					
L-128-5.10	38	Remove Gate Operator, Access Control Station, Foundations, Wiring and All Appurtenances	EA	24.00		24.00	\$1,160.00	\$27,840.00	\$27,840.00	\$0.00					
L-128-5.11	39	Microwave Optix Gate Sensors (5 Gates)	LS	0.00%	100.00%	100.00%	\$16,422.53	\$0.00	\$16,422.53	\$16,422.53	\$0.00	\$0.00	\$0.00	\$16,422.53	
L-128-5.12	40	Microwave Optix Gate Sensors (14 Gates)	LS	0.00%	100.00%	100.00%	\$45,983.09	\$0.00	\$45,983.09	\$45,983.09	\$0.00	\$0.00	\$0.00	\$45,983.09	
L-128-5.13	41	Additional Access Control For Integration to Existing System	EA	0.00	8.00	8.00	\$9,948.03	\$0.00	\$79,584.24	\$79,584.24	\$0.00	\$0.00	\$0.00	\$79,584.24	
L-108-5.6	42	No. 6 AWG, 600V, XHHW-2, 1/C Power Cable	LF	0.00	2,500.00	2,500.00	\$6.90	\$0.00	\$17,250.00	\$17,250.00	\$0.00	\$0.00	\$0.00	\$17,250.00	
NET CHANGE THIS PAGE											\$149,739.86	\$0.00	\$0.00	\$0.00	\$149,739.86
NET CHANGE BROUGHT FORWARD											\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CARRY FORWARD TO PAGE - 2											\$149,739.86	\$0.00	\$0.00	\$0.00	\$149,739.86



C&S Companies
 499 Col. Eileen Collins Blvd.
 Syracuse, NY 13212
 p: (315) 455-2000
 f: (315) 455-9667
 www.cscos.com

CHANGE ORDER NO. 1

PROJECT: Albany International Airport
 Airport Access Gate, Gate Operator
 Power and Controls Replacement
 County No. 23-1146
 PFC No. 05-002

CONTRACTOR: Access Anvil Corporation

File: Q23.012

DATE: February 13, 2024

EXPLANATION OF INCREASES AND DECREASES:

L-128-5.1 (29) Mechanical Gate Operator with Appurtenances, Post Mounted (+1.00 Ea) +5.00%
L-128-5.3 (31) Pedestal Mounted Card Reader/Keypad or REX with Foundation (+1.00 Ea) +4.35%

The changes in quantity on the above items are a result of the original quantities being estimated, whereas the revised quantities were based on actual field measurements. For increases and decreases in excess of 10% please refer to the following explanations:

<u>F-162-5.2 (4) 8-Foot PVC Coated Chain Link Fence with Barbed Wire</u>	<u>+28.57%</u>
Contract Quantity:	350.00 LF
Revised Quantity:	450.00 LF +100.00 LF

The increase in quantity of this item was a result of an estimate contained in the Quantity for Canvass of Bids to actual field measurement. ALB has requested that an additional segment of fence adjacent to Gate #28 be repaired, in addition to those areas specified on the original plans. The segment of fence connects to the gate, was in disrepair and a security concern.

F-162-5.16 (18) Bollard +21.79%

Contract Quantity:	78.00 Each	
Revised Quantity:	95.00 Each	+17.00 Each

The increase in quantity of this item was a result of an estimate contained in the Quantity for Canvass of Bids to actual field measurement and added quantity to protect new Keypad Pedestal installations and added Optix microwave sensors.

L-110-5.1 (26) Non-Encased Electrical Conduit, 1-Way-2-Inch, SCH. 40 PVC
Conduit in Turf +15.91%

Contract Quantity:	2,200.00 LF	
Revised Quantity:	2,550.00 LF	+350.00 LF

The increase in quantity of this item was a result of an estimate contained in the Quantity for Canvass of Bids to actual field measurement. Site conditions and building access locations differ from the plans and obstacles were discovered in conduit run pathways. The exact conduit routing/condition/sizes were unknown at the time of design and was fully investigated by the Contractor upon start of work. Several underground conduits were found to be compromised, undersized and in poor condition.

L-128-5.6 (34) Pavement Gate Safety and Exit Loops (3 Per Gate) -100.00%

Contract Quantity:	19.00 Each	
Revised Quantity:	00.00 Each	-19.00 Each

This item was eliminated from the contract as a result of the poor condition of asphalt to efficiently install saw-cut induction loop wires. Also, winter weather conditions prevented placement of new asphalt and sealant until spring. Microwave Optix sensors will be implemented on the project and are post mounted.

EXPLANATION OF CONTRACT MODIFICATIONS:

L-128-5.11 (39) Microwave Optix Gate Sensors (5 Gates) +100.00% LS

This modification involved the replacement of item L-128-5.6 (36) loop detectors installed in existing pavement, to above ground, post mounted microwave detectors. It was determined that the existing asphalt pavement has deteriorated to a point where saw-cut and epoxy set loop wire cannot be installed. In addition, airport maintenance has noted many issues of the in-pavement wire breaking with affect gate operation. As an alternative, post mounted microwave sensors will be installed for virtual gate safety and exit loops. As a trial basis, this item includes the first 5 gate locations.

The agreed upon Lump Sum price of \$16,422.53 is full compensation to the contractor for all labor, materials, and equipment associated with this work.

L-128-5.12 (40) Microwave Optix Gate Sensors (14 Gates) +100.00% LS

This item covers the remaining 14 gates. Refer to the description of item 39 above. ALB has authorized the installation of microwave sensors on the remaining mechanical gates. The agreed upon Lump Sum price of \$45,983.09 is full compensation to the contractor for all labor, materials, and equipment associated with this work.

L-128-5.13 (41) Additional Access Control For Integration to Existing System +8.00 Each

The modification of this item was a result of additional electrical and communication components needed to add new technology and updated parts to existing and old technology circuitry. The gates would not function and integrate with the airports existing security gate software and hardware without additional work. The agreed upon unit price of \$9,948.03 each for the quantity of 8 each, total \$79,584.23 is full compensation to the contractor for all labor, materials, and equipment associated with this work.

L-108-5.6 (42) No. 6 AWG, 600V, XHHW-2, 1/C Power Cable +2,500 LF

The increase in quantity of this item was a result of an estimate contained in the Quantity for Canvass of Bids to actual field measurement where site conditions and building access locations differing from plans and obstacles in conduit run pathways. The exact conduit routing/condition were unknown at the time of design and was fully investigated by the Contractor upon start of work. Several underground conduits were found to be compromised, undersized and in poor condition. Conduit rerouting and replacement in turn required cable removal and replacement. The original design intent was to re-use existing electrical power feeds. During construction existing cables were found to be in poor condition and to short to intercept and connect to new equipment locations. Although an existing unit priced item is in the contract, a new payment item has been generated. The cost has been renegotiated based on a different application and overall additional quantity scale. The agreed upon unit price of \$6.90 per LF for the quantity of 2,500.00 LF, total \$17,250.00 is full compensation to the contractor for all labor, materials, and equipment associated with this work.

All work of this change order has been or will be completed in accordance with the applicable section of the contract documents.



CHANGE ORDER PROPOSAL 1

November 17, 2023

Attn:

Rosario Gallo
Access Anvil Fence

Re: Albany Airport - Add conduits for Optix vehicle detectors at 5 gates

Stilsing Electric Inc. is pleased to provide you with the following proposal for electrical work on the above referenced project for the lump sum price of **\$3,750.00**. The scope of work for this job is detailed below.

SCOPE OF WORK:

- Add 3/4" conduits, junction boxes & install pull string.
- 30' Additional trenching. (each gate)
- 30' 3/4" sch 40 PVC. (each gate)
- 15' 3/4" RGS conduit for stub-ups. (each gate)
- \$750.00 per gate X 5 gates = \$3,750.00
- Wiring, devices & device installation by others.
- All work will be done during the normal working hours of 7AM to 3:30 PM Monday thru Friday unless otherwise noted.

No additional work will be performed without formal approval.

Upon approval, please sign & return: _____ date _____

George Gipp

Project Manager / Estimator
Cell 518-491-9273
Fax 518-463-7023

CERTIFIED WBE, DBE FENCE & GUIDE RAIL CONTRACTOR

DECAR FENCE INC

12 St Ann's Road
 Poughkeepsie NY
 845-240-1531: Office
 845-849-3106: Fax

QUOTE

Attn: Rosario
 Date: 11/10/2023
 Quote: Good for 3 days
 To: ACCESS Anvil
 109 General Fellows Road |
 Greenwich | New York |
 12834

SALESPERSON	PROJECT	LOCATION	COUNTY	PREVALLING RATE	# OF MOBILIZATIONS	UNION	PAYMENT TERMS	EXPECTED START	DURATION/COMP
JOE	ALBANY AIRPORT	ALBANY	ALBANY	YES	5	NO	30 DAYS		21 +/- DAYS
ITEM #	QTY	DESCRIPTION						UNIT PRICE	LINE TOTAL
1	15	Credit for Supply and Install Loops 3 per Gate - Saw Cutting - Loop Sealant - Loop Wire						533.33 ea.	7,999.95
2	15	Supply and Install Optex Sensor - Mounting sensor on Post (Post Supplied By Others) - Wiring from ea. sensor to gate operator (conduit By Others) - Program and Adjust sensor (trouble shooting by others)						583.33 ea.	8,749.95
		Decar is well-versed in standard loops but lacks significant experience with Optex sensors in high-traffic commercial settings. It's important to note that while Decar can provide guidance based on current knowledge, Decar cannot guarantee or be held responsible for the proper functioning of Optex sensors.						Total	750.00

Payment/Terms:

- Payment: 7 days After Payment is Received by GC from Owner but NOT to Exceed 30 Days from acceptance of DeCar Fence's Work from Owners Rep whether payment has been made to GC or NOT
- Retainage: Jobs less than \$10,000 NO Retainage, Jobs Greater than \$10,000 5% Retainage but NO More than 6 months after Invoice of work
- This Quotation Including DeCar's Rider, Terms, Site Conditions, Additional Cost, and Exclusions Will Be Added into Final Contract Agreement

Site Conditions/Anticipated Means

- All Excavation for Footings Accomplished with Hydraulic Auger or Truck Mounted Auger, Any Drilling in Any Kind of Wall; Concrete or Rock will be Done with DTH Rock Drill, All Post to Be Pounded With Truck Mounted Pounder or Skid Steer Mounted Pounder, All Footings Filled with Concrete Truck, Post Hole Spoils Removed by Others
- All Underground Private and Non-Private Utilities must be marked and located prior to start date, Decar Will Not Be Responsible for Hand Digging to locate utility or Broken Utility
- Clear Unobstructed pathway to all locations of work, access to work area by Concrete Truck, Skid-Steer, Post Pounder/Post Auger, Utility Truck and Any Other Equipment Necessary
- No Winter work, or Winter Conditions, All Work to Be Done in Normal Day Time 8 Hr. Shift Unless Otherwise Agreed Upon
- All Work Must be Done Before any Topsoil, Seeding, Final Blacktop or any Finish Topcoat, Decar Will NOT Be Held Responsible for Damage, Protection or Restoration
- Wood Products Will Shrink and Check Decar Will NOT Be Held Responsible, Price Based On Decar Approved Shop Drawing, Shop Drawing Superseded Plans/Specs
- NYS DOT Jobs: All Material/ Installation/ Payment As Per Current NYS DOT Item Numbers, Including but not limited to Item Numbers: 568,606,607,645,646,647

Additional Cost:

- Any additional Insured/special insurances requirements over and beyond DeCar fence's standard coverage Including Complete Operations will result in price Increase
- Price Based on Installed Lineal Footage, # of Terminal post, # of Sections, or Any Line Item/Material Listed Above any thing over and above Line Quantity will result in Price Increase
- Price Based on Number of Mobilizations above If more Mobilization are Necessary after Commencement of work a Price Increase of \$ 1,500 Per Re-Mobilization
- Unforeseen obstructions, Hand Digging, Rock Drilling, Wet or Dry Core Drilling & Private Utility Location will result in price increase
- Price Contingent Upon work being complete Prior to Frost and Frozen Ground Conditions, Work in Winter Conditions Including Cold Weather Protection will result in price increase
- Price Based on predicated Upon Receipt of Entire Order, any changes to any items or quantities by more than 10 % will result in price Increase
- Non Fractorable Rock Will be Excavated, Drilled, or Removed at a T & M basis (DTH Rock Drill \$2,500 Minimum Per Day or \$4,500 per week + Cost of Drill Bit)
- Any Work that Can Not Be Performed with Normal or Anticipated Means, Method, or Equipment Will Be Performed By G.C Or on a T & M Basis
- Any Sub-Surface Discoveries Will Be Dealt with as Necessary on a T & M Basis
- Material Price Subject to Change with Market Value and Availability, To Prevent Price Increase Down Payment is Required, Material quote good for 3 days as per manufacture

Exclusions:

This is a quotation on the goods named, subject to the Exclusions/Conditions noted: Any & All Grounding or Electrical Hookups, Traffic Control (MPT), Surveying, As-Builts, Location or Installations of Elevations, Patching Around Post, Restoration of any kind, Removal of Excavated material of any kind, Snow/Ice Removal, Locations or Protection of All Obstruction and Underground Utilities of any kind, Protection of Blacktop or anything else, Clearing and Grubbing, Seeding & Grading, Concrete, Grout, Mortar Pads of any kind, Conduit, Electrical Wire, Rebar Cages, Wet or Dry Core Drilling, Drilling for Base Plates, Alignment & Installation or protection of anchor bolts, Backfill Material of any kind, Wind Load Calcs, Rail Road Insurance, Rail Road Flagmen, Staining/Painting/Cleaning of any kind, and Any Items Not Specified Above are NOT Included (For More Info See DeCar's Rider)

TO ACCEPT THIS QUOTATION AND TERMS, PRINT HERE: _____

SIGN HERE: _____

THANK YOU FOR YOUR BUSINESS!



CERTIFIED N.Y.S. WBE

CHANGE ORDER PROPOSAL 2

November 20, 2023

Attn:

Rosario Gallo
Access Anvil Fence

Re: Albany Airport - Add conduits for Optix vehicle detectors at 14 gates

Stilsing Electric Inc. is pleased to provide you with the following proposal for electrical work on the above referenced project for the lump sum price of \$10,500.00. The scope of work for this job is detailed below.

SCOPE OF WORK:

- Add 3/4" conduits, junction boxes & install pull string.
- 30' Additional trenching. (each gate)
- 30' 3/4" sch 40 PVC. (each gate)
- 15' 3/4" RGS conduit for stub-ups. (each gate)
- \$750.00 per gate X 14 gates = \$10,500.00
- Wiring, devices & device installation by others.
- All work will be done during the normal working hours of 7AM to 3:30 PM Monday thru Friday unless otherwise noted.

No additional work will be performed without formal approval.

Upon approval, please sign & return: _____ date _____

George Gipp

Project Manager / Estimator
Cell 518-491-9273
Fax 518-463-7023

CERTIFIED WBE, DBE FENCE & GUIDE RAIL CONTRACTOR

DECAR FENCE INC

12 St Ann's Road
 Poughkeepsie NY
 845-240-1531: Office
 845-849-3106: Fax

QUOTE

Attn: Rosario
 Date: 2/8/24
 Quote: Good for 3 days
 To: ACCESS Anvil
 109 General Fellows Road |
 Greenwich | New York |
 12834

SALESPERSON	PROJECT	LOCATION	COUNTY	PREVALLING RATE	# OF MOBILIZATIONS	UNION	PAYMENT TERMS	EXPECTED START	DURATION/COMP
JOE	ALBANY AIRPORT	ALBANY	ALBANY	YES		NO	30 DAYS		
ITEM #	QTY	DESCRIPTION						UNIT PRICE	LINE TOTAL
1	42	Credit for Supply and Install Loops 3 per Gate - Saw Cutting - Loop Sealant - Loop Wire						533.33 ea.	22,399.86
2	42	Supply and Install Optex Sensor - Mounting sensor on Post (Post Supplied By Others) - Wiring from ea. sensor to gate operator (conduit By Others) - Program and Adjust sensor (trouble shooting by others)						583.33 ea.	24,499.86
		Decar is well-versed in standard loops but lacks significant experience with Optex sensors in high-traffic commercial settings. It's important to note that while Decar can provide guidance based on current knowledge, Decar cannot guarantee or be held responsible for the proper functioning of Optex sensors.						Total	+ 2,100.00

Payment/Terms:

- Payment: 7 days After Payment is Received by GC from Owner but NOT to Exceed 30 Days from acceptance of DeCar Fence's Work from Owners Rep whether payment has been made to GC or NOT
- Retainage: Jobs less than \$10,000 NO Retainage, Jobs Greater than \$10,000 5% Retainage but NO More than 6 months after invoice of work
- This Quotation Including DeCar's Rider, Terms, Site Conditions, Additional Cost, and Exclusions Will Be Added into Final Contract Agreement

Site Conditions/Anticipated Means

- All Excavation for Footings Accomplished with Hydraulic Auger or Truck Mounted Auger, Any Drilling in Any Kind of Wall; Concrete or Rock will be Done with DTH Rock Drill, All Post to Be Pounded With Truck Mounted Pounder or Skid Steer Mounted Pounder, All Footings Filled with Concrete Truck, Post Hole Spoils Removed by Others
- All Underground Private and Non-Private Utilities must be marked and located prior to start date, Decar Will Not Be Responsible for Hand Digging to locate utility or Broken Utility
- Clear Unobstructed pathway to all locations of work, access to work area by Concrete Truck, Skid-Steer, Post Pounder/Post Auger, Utility Truck and Any Other Equipment Necessary
- No Winter work, or Winter Conditions, All Work to Be Done in Normal Day Time 8 Hr. Shift Unless Otherwise Agreed Upon
- All Work Must be Done Before any Topsoil, Seeding, Final Blacktop or any Finish Topcoat, DeCar Will NOT Be Held Responsible for Damage, Protection or Restoration
- Wood Products Will Shrink and Check Decar Will NOT Be Held Responsible, Price Based On Decar Approved Shop Drawing, Shop Drawing Superseded Plans/Specs
- NYS DOT Jobs: All Material/ Installation/ Payment As Per Current NYS DOT Item Numbers, Including but not limited to Item Numbers: 568,606,607,645,646,647

Additional Cost:

- Any additional Insured/special insurances requirements over and beyond DeCar fence's standard coverage including Complete Operations will result in price increase
- Price Based on Installed Lineal Footage, # of Terminal post, # of Sections, or Any Line Item/Material Listed Above any thing over and above Line Quantity will result in Price Increase
- Price Based on Number of Mobilizations above if more Mobilization are Necessary after Commencement of work a Price Increase of \$ 1,500 Per Re-Mobilization
- Unforeseen obstructions, Hand Digging, Rock Drilling, Wet or Dry Core Drilling & Private Utility Location will result in price increase
- Price Contingent Upon work being complete Prior to Frost and Frozen Ground Conditions, Work in Winter Conditions Including Cold Weather Protection will result in price increase
- Price Based on predicated Upon Receipt of Entire Order, any changes to any items or quantities by more than 10 % will result in price increase
- Non Fractorable Rock Will be Excavated, Drilled, or Removed at a T & M basis (DTH Rock Drill \$2,500 Minimum Per Day or \$4,500 per week + Cost of Drill Bit)
- Any Work that Can Not Be Performed with Normal or Anticipated Means, Method, or Equipment Will Be Performed By G.C Or on a T & M Basis
- Any Sub-Surface Discoveries Will Be Dealt with as Necessary on a T & M Basis
- Material Price Subject to Change with Market Value and Availability, To Prevent Price Increase Down Payment Is Required, Material quote good for 3 days as per manufacture

Exclusions:

This is a quotation on the goods named, subject to the Exclusions/Conditions noted: Any & All Grounding or Electrical Hookups, Traffic Control (MPT), Surveying, As-Builts, Location or Installations of Elevations, Patching Around Post, Restoration of any kind, Removal of Excavated material of any kind, Snow/Ice Removal, Locations or Protection of All Obstruction and Underground Utilities of any kind, Protection of Blacktop or anything else, Clearing and Grubbing, Seeding & Grading, Concrete, Grout, Mortar Pads of any kind, Conduit, Electrical Wire, Rebar Cages, Wet or Dry Core Drilling, Drilling for Base Plates, Alignment & Installation or protection of anchor bolts, Backfill Material of any kind, Wind Load Calcs, Rail Road Insurance, Rail Road Flagmen, Staining/Painting/Cleaning of any kind, and Any Items Not Specified Above are NOT Included (For More Info See DeCar's Rider)

TO ACCEPT THIS QUOTATION AND TERMS, PRINT HERE: _____

SIGN HERE: _____ **THANK YOU FOR YOUR BUSINESS!**



14 Petra Lane, Albany, New York 12205
Phone Mobile 518-524-6756
jeremy.degrasse@convergint.com
NYS Security Contract PT68778

December 15, 2023

Stilsing Electric
Albany International Airport
737 Albany Shaker Rd Albany, New York 12211
Attention: George Gipp

Quotation: JD25591576CO03
RFP#:

Reference: Airport Perimeter Gate Card Readers CO3

Convergint is pleased to offer this proposal for Change Order 3 on perimeter gate card reader upgrades project.

This change order is for New Gate 43/Old Gate 24, Fuel Farm:

1. The original project accounted for (2) card readers at this location when (4) are necessary on the dual height pedestals. This requires added card readers and enclosures (included in CO2).
2. The existing card reader controller in this location is too old and will not handle the newer style keypad card readers and must be replaced with a new iSTAR Edge controller and associated parts, utilizing the existing enclosure.
3. Assumes use of existing network infrastructure, includes no new switches or cabling patch panels.

Convergint Labor:

- Project management
- Project design
- Card reader installation
- iSTAR installation
- Head end termination at new panels
- Program and test new card readers and controllers

Proposal is based on:

- Prevailing wage labor rates
- Daytime weekday working hours
- Providing materials and labor for Access Control devices only

Excludes:

- All conduit and cabling
- All cabling termination and testing All 120V work
- Enclosures and installation
- All network devices, data cable surge protection, patch cords
- Data network configuration
- Parts not listed in quote (maglocks, power supplies, batteries etc.)
- Service/Repair of any existing problems discovered

convergint

Disposal of old equipment
Warranty of existing re-used equipment

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			ENCLOSURE RELATED DEVICES		
2	1.00	GSTAR00 4-RM	ISTAR Edge G2, 4-reader, with enclosure and two RM-4 modules pre-mounted 12/24 VDC input.	\$ 2,593.75	\$ 2,593.75
3	1.00	AL600UL X	UL PWRSPPY 12/24V,6A GRY CABNT	\$ 347.53	\$ 347.53
4	1.00	DTK- 120HW	120V PARALLEL-WIRED SPDUL 1449 TYPE 1 SPD NEMA 4X	\$ 65.85	\$ 65.85
5	1.00	DTK- 4LVLPLV	4 PAIR 30V TERMINAL STRIP 16-22 AWG	\$ 79.40	\$ 79.40
6	2.00	DTK- 4LVLDP	DATA/SIGNALING SURGE PROTECTOR PROTECTS (4) 6V TWISTED PAIRS 22-16 AWG	\$ 84.14	\$ 168.28
7	4.00	DTK- 4LVLPCR	4 PAIR CARD READER PROTECTION	\$ 72.78	\$ 291.12
8	1.00	ACM4	CONVERTS ONE 12 TO 24 VOLT AC OR DC INPUT INTO FOUR FUSED POWER OUTPUTS	\$ 80.93	\$ 80.93
9	2.00	TS-01	DOOR SWITCH-BAG OF 9	\$ 15.80	\$ 31.60

Equipment Total	\$	3,658.46
Convergint Labor	\$	4,992.00
Subcontractors/other costs	\$	0.00
Tax if Applicable	\$	0.00
Total Project Price	\$	8,650.46

convergint

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Jeremy DeGrasse

Convergent
Jeremy DeGrasse

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

George Gipp

Customer Name (Printed)

December 15, 2023

Date

Authorized Signature

Title





CHANGE ORDER PROPOSAL 4

January 11, 2024

Attn:

Scott Lightfoote
Access Anvil

Re: Albany Airport Gate Project – Line Item L-108-5.6

Stilsing Electric Inc. is pleased to provide you with the following proposal for electrical work on the above referenced project for the lump sum price of \$17,250.00. The scope of work for this proposal is detailed below.

SCOPE OF WORK:

- Price is to provide / install 2500 LF of #6AWG THHN Copper wire.
- All work will be done during the normal working hours of 7AM to 3:30 PM Monday thru Friday unless otherwise noted.
Unit cost 6.90 per foot.

No additional work will be performed without formal approval.

Upon approval, please sign & return: _____ date _____

If you should have any questions, please feel free to contact me at
(518) 463-4451 Ext 107.
Thanks,

George Gipp
Project Executive
Cell 518-491-9273

AGENDA ITEM NO. 12

Authorization of Federal and State Grants

AGENDA ITEM NO. 13

Informational Only

Old Business

New Business

Executive Session
Attorney-Client Privilege Matters