ALB ALBANY INTERNATIONAL AIRPORT

ACAA Approved
10/13/2026

Minutes of the Regular Meeting of the Albany County Airport Authority
September 23, 2026

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on September 23, 2026 at 9:00 a.m. in the Third Floor Conference Room located in the Terminal at the Albany International Airport, Albany, New York by Chair Samuel A. Fresina, with the following present:

MEMBERS PRESENT

Samuel A. Fresina, Chair
Kevin R. Hicks, Sr.
Steven Heider
Harold Iselin
Sari O'Connor
Janet M. Thayer

MEMBERS ABSENT

John-Raphael Pichardo

STAFF

Stephen Clark, Chief Executive Officer
Christine Quinn, Authority Counsel
John O'Donnell, Chief Operating Officer
Margaret Herrmann, Acting Chief Finance Officer
Kathy Greenwood, Director of Art & Culture
Helen Chadderdon, Marketing Manager
Matt Hunter, Communications Director
Dave Montiverdi, Airport Planner
Liz Charland, Administrative Services
Bobbi Matthews, Purchasing Agent
Jenn Munger, Paralegal

ATTENDEES

Carmiena Brooks, Assistant Airport Manager
Ray Camilli, Airfield Maintenance Manager, Avports
Chief Steve Dorsey, ARFF Avports
Kevin Hehir, AvPorts Building Maintenance Manager
Chris Pasquini, Assistant Maintenance Manager, Avports
Perry Blanchard, IT AvPorts
Don Brundage, AvPorts Safety, Health & Environmental Manager
Jim O'Brien, Operations Manager
Austin Sicko, Million Air Albany
Jim Dawsey, MLB Cnstruction
Jeff Lino, MLB Construction
Susan Quine-Laurilliard, Char Multi-Modal Transit Committee

Chair Fresina noted that there was a quorum.

General:

1. **Chairman's Remarks**

    - Chair Fresina welcomed incoming CEO Stephen Clark.

2. **Approval of Minutes**

    Mr. Iselin moved to approve the minutes of:

    Regular Meeting – August 17, 2026

    The motion was adopted unanimously.

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

    Mr. Clark presented a Communications and Chief Executive Officer's Report for the month of September 2026.

3A. Reports of Committees

Reports:

4. **Chief Operating Officer**

    Mr. O'Donnell presented an update to the Main Terminal Expansion for the month of September 2026. (Power Point attached.)

5. **Chief Financial Officer**

    Ms. Herrmann presented the Financial Report for the month of September 2026. (Power

Point attached.)

6. Project Development

Mr. Mokey presented the Project Development Report for the month of September 2026. (Power Point attached.)

6B. Planning

Mr. Montiverdi presented the Planning Report for the month of September 2026 (Power Point attached.

7. Counsel

8. Concessions/Ambassador Program

Ms. Chadderdon presented the Concessions/Ambassador Report for the month of September 2026.

9. Public Affairs

Mr. Hunter presented the Public Affairs Report for the month of September 2026. (Power Point attached.)

9A. Art & Culture Program

Ms. Greenwood presented the Art & Culture Program Report for September 2026. (Power Point attached.)

Action Items:

10. Authorization of Contracts, Leases, Contract Negotiations, Contract Amendments and Action Items

10.1 Amendment No. 1 Design Services to Contract No. S-1267 for Design Services for a Guest Amenity Strategy to Architecture+

Mr. Mokey and Ms. Greenwood requested authorization to approve Amendment No. 1 to Contract No. S-1267 for Design Services for a Guest Amenity Strategy to Architecture+ in the amount of $35,000.00.

They advised this Phase 2 scope of services entails the provision of construction documents and specifications; furniture planning and specifications; and construction administration services. It supplements the completed Phase 1 services, that included conceptual planning, space programming, budget proposal and provision of detailed design renderings.

Ms. O'Connor moved to approve Amendment No. 1 to Contract No. S-1267 for Design Services for a Guest Amenity Strategy to Architecture+ in the amount of $35,000.00. The motion was adopted unanimously.

10.2 Amendment No. 2 to Contract No. SC-1203: Plumbing Services BPI Piping, Inc.

Mr. Mokey requested authorization to issue Amendment No. 2 to Contract No. SC-1203 to BPI Piping, Inc. in the amount of $150,000.

He advised the Airport relies upon the services of an independent contractor to provide plumbing and drain repairs and maintenance as directed by the Airport Engineering and Maintenance Departments on an as needed basis. Due to increased demand related to the many major construction projects and the age of the airport infrastructure, immediate repairs and maintenance has become increasingly necessary.

Mr. Hicks moved to approve Amendment No. 2 to Contract No. SC-1203 to BPI Piping, In. in the amount of $150,000. The motion was adopted unanimously.

10.3 Intentionally left blank.

10.4 Intentionally left blank.

10.5 Amendment No. 1 to Service Contract SC-1262 Art Domantay Artwork, LLC to add Phase 4 to installation of artwork.

Mr. O'Donnell and Ms. Greenwood requested authorization to amend Services Agreement, Contract SC-1262 with Art Domantay Artwork, LLC, to add Phase 4 to installation of artwork in Contract SC-1247 (Flying Close to Rosewater by Jean Shin) in the amount of $51,094.55

They advised authorization is requested to amend Services Agreement, Contract SC-1262 with Art Domantay Artwork, LLC to add a fourth phase of installation for the artwork in Contract SC-1247, Flying Close to Rosewater. This additional phase will complete the installation of the artwork in the Departure Hall, suspending approximately 1500 cast resin and rose petal discs from the armature installed in Phases 1-3. As the number of required security checks, engineering documents and structural adaptations expanded during Phases 1-3, costs increased with the scope of the project.

As the installation of the ceiling was paused for corrective measures, this team's planned installation activity was also disrupted, causing delays and cost increases as well.

Mr. Iselin moved to approve amendment to Service Agreement, Contract SC-1262 with Art Domantay Artwork, LLC, to add Phase 4 to installation of artwork in Contract SC-1247 (Flying Close to Rosewater by Jean Shin) in the amount of $51,094.55. The motion was adopted unanimously.

10.6 Approve Operating Permit with Trexity, Inc. to provide Baggage Handling Services to United Airlines, Inc. - TABLED

10.7 Purchase Order to Miller Environmental Group, Inc. for Clean-Up from Release of PFOA

Mr. O'Donnell requested authorization to issue a Purchase Order for the clean-up from the release of PFOA onto an active ramp adjacent to the Airport Fire House to Miller Environmental Group, Inc. in the amount of $82,147.65.

He advised On May 28, 2026, the airport experienced an accidental release of concentrated perfluorooctanoic acid (PFOA) onto an active tarmac surface. PFOA is a persistent polyfluoroalkyl substance (PFAS) of environmental and regulatory concern due to its high chemical stability, resistance to degradation, mobility in aqueous systems, and potential for long-term impacts to soil, stormwater infrastructure, groundwater, and receiving waters. The spill required immediate implementation of hazardous-materials response procedures to prevent migration of the contaminant beyond the affected apron area.

Following discovery of the release, airport personnel initiated preliminary containment measures and engaged a qualified environmental response contractor with demonstrated experience in PFAS/PFOA containment, decontamination, waste characterization, and regulated disposal. The response contractor, Miller Environmental Group Inc., mobilized specialized personnel, equipment, containment materials, and transportation resources to the site.

Work activities were conducted under appropriate site-specific health and safety controls, including the use of chemical-resistant personal protective equipment and protective clothing as required by the hazard assessment and applicable safety protocols.

The cleanup operation included isolation of the impacted tarmac area, control of surface runoff, recovery of free liquid, collection of contaminated rinse water, and removal of affected debris and absorbent materials. Due to the solubility and persistence of PFOA, particular emphasis was placed on preventing the compound from entering storm drains, subsurface drainage systems, soil interfaces, or adjacent operational areas of the airport. Decontamination procedures were performed by Miller staff and Albany Firefighting staff using controlled wash-down and recovery methods to ensure that generated liquids were captured rather than allowed to disperse across the pavement or into the airport's stormwater management system.

Contaminated liquids and associated response materials were containerized for off-site management. The operation required approximately sixty-four 55-gallon drums for temporary storage, segregation, and transport of PFOA-impacted water and absorbents. Multiple service vehicles and specialized trucks were used throughout the response, including vacuum trucks for liquid recovery, drum transport vehicles, support trucks for equipment and materials, and waste-hauling vehicles suitable for transporting regulated or potentially hazardous PFAS-impacted waste. Waste materials were subsequently transported to an approved disposal facility located in New Jersey capable of accepting PFOA-contaminated media in accordance with applicable federal, state, and local

environmental regulations.

The overall remediation effort was substantial in scope and duration. Activities included emergency containment, site assessment, waste recovery, surface decontamination, transportation coordination, documentation, and final verification of cleanup effectiveness. Because of the chemical persistence of PFOA and the need to ensure that residual contamination was adequately addressed, the cleanup and associated environmental management activities extended over approximately five weeks before completion.

Ray Camilli, Airport Manager, Don Brundage, Safety, Environmental and Health Manager, along with the Airport Firefighters actively participated in the clean-up and monitored the work of Miller Environmental Group, Inc. Please see email attached from Don Brundage concurring with the quantities and duration of the remediation.

Mr. Iselin moved to approve the award of a Purchase Order for the clean-up from the release of PFOA onto an active ramp adjacent to the Airport Fire House to Miller Environmental Group, Inc. in the amount of $82,147.65. The motion was adopted unanimously.

11. Authorization of Change Orders

11.1 Change Order 23: Authorization to Award Contract Change Order No. 23 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.

Mr. O'Donnell requested authorization to Award Contract Change Order No. 23 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC in the amount of $191,000.

He advised this Change Order request includes a global settlement of $400,000 for the fabrication labor, detailing time, modeling, field erection and project management/supervision beyond what could have been reasonably anticipated in the establishment of a connection detailing tonnage allowance.

As a result of ACAA previously release $209,000 in Approval Letter 02 on November 19, 2024 to partially fund the work while the claim was being evaluated, should the ACAA board approve the global settlement, this would release a balance of $191,000 to resolve this claim 04 with no time added to the contract. Please reference the attached Exhibit A.

This payment is accepted as a complete compromise of a disputed claim and does not constitute an admission of liability by either party. Upon receipt of the payment of $191,000 the claimant releases and discharges the Albany County Airport of any future claims connected to the detailing tonnage allowance.

Mr. Hicks moved to approve Change Order No. 23 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC in the amount of $191,000. The motion was adopted unanimously.

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

13. **Informational - None**

Old Business: None

New Business: None

Executive Session - Attorney-Client Privilege Matters

Mr. Iselin made a motion to go into executive session at 10:15 a.m. to discuss:

ES-1 Matter Involving a Particular Corporation

ES-2 Matter Involving a Particular Individual

There was no action being taken and no further business, the meeting was adjourned at 11:13 a.m.

ALB ALBANY
INTERNATIONAL AIRPORT

ALBANY COUNTY AIRPORT AUTHORITY
REGULAR MEETING
AGENDA
September 23, 2026

General:

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

   Regular Meeting – August 17, 2026

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

3A. **Reports of Committees**

Reports:

4. **Chief Operating Officer**
   - **Main Terminal Expansion Update**
5. **Chief Financial Officer**
6. **Project Development**
   - **Concourse A Update**

6 B. **Planning**

7. **Counsel**
8. **Concessions/Ambassador Program**
9. **Public Affairs**

9 A. **Art & Culture Program**

Action Items:

10. Authorization of Contracts, Leases, Contract Negotiations, Contract Amendments and Action Items

10.1 Amendment No. 1 Design Services to Contract No. S-1267 for Design Services for a Guest Amenity Strategy to Architecture+

10.2 Issue Purchase Order for Plumbing Services to Remove and Replace Valves to BPI Piping

10.3 Intentionally left blank.

10.4 Intentionally left blank.

10.5 Amendment No. 1 to Service Contract SC-1262 Art Domantay Artwork, LLC to add Phase 4 to installation of artwork.

10.6 Approve Operating Permit with Trexity, Inc. to provide Baggage Handling Services to United Airlines, Inc.

10.7 Purchase Order to Miller Environmental Group, Inc. for Clean-Up from Release of PFOA

11. Authorization of Change Orders

11.1 Change Order 23: Authorization to Award Contract Change Order #23 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 - None

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters

ES-1 Matter Involving a Particular Corporation

ES-2 Matter Involving a Particular Individual



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WELCOME

STEPHEN CLARK
Chief Executive Officer
Albany International Airport



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CEO'S REPORT



ALB

3

INTERNATIONAL FLIGHTS DIVERT TO ALB

ALB teams coordinate successful *response to Newark ground stop*



ALB

4

INTERNATIONAL FLIGHTS DIVERT TO ALB

ALB teams coordinate successful *response to Newark ground stop*

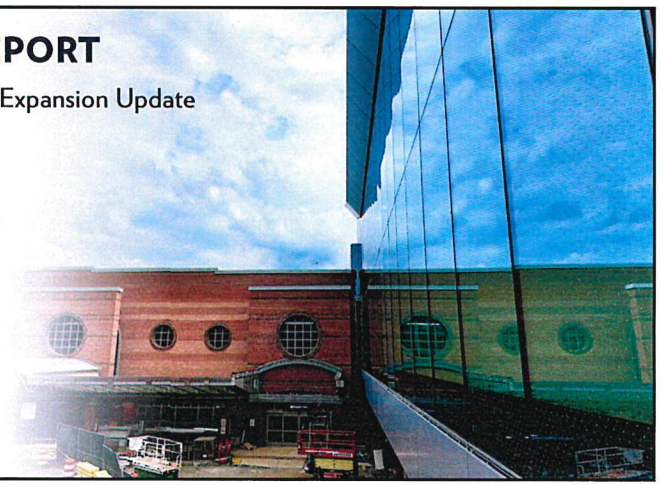


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COO'S REPORT

Main Terminal Expansion Update



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MAIN TERMINAL EXPANSION

Project Milestones

Recently Completed:

- 2nd floor restrooms completed and secured



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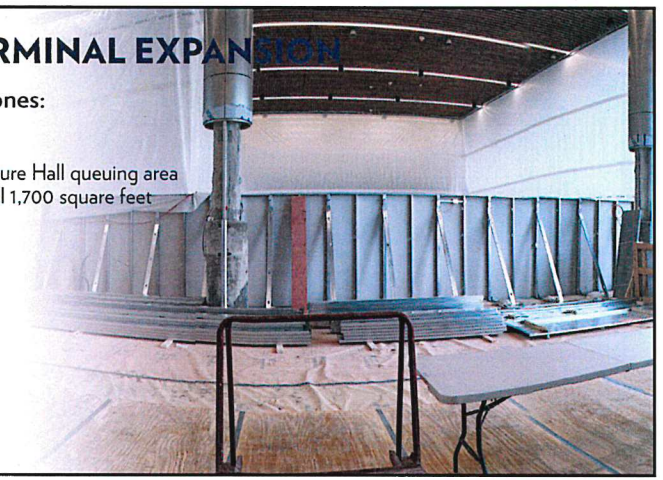
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MAIN TERMINAL EXPANSION

Project Milestones:

October 2026

- Expand Departure Hall queuing area by an additional 1,700 square feet



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MAIN TERMINAL EXPANSION

Project Milestones:

October 2026

- Expand Departure Hall queuing area by an additional 1,700 square feet



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MAIN TERMINAL EXPANSION

Project Milestones:

October 2026

- Expand Departure Hall Queuing Area by an additional 1,700 square feet
- Installation of glass in 3rd Floor ACAA offices



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MAIN TERMINAL EXPANSION

Project Milestones:

October 2026

- Expand Departure Hall Queuing Area by an additional 1,700 square feet
- Installation of glass in 3rd Floor ACAA offices



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MAIN TERMINAL EXPANSION

Project Milestones:

October 2026

- Expand Departure Hall Queuing Area by an additional 1,700 square feet
- Installation of glass in 3rd Floor ACAA offices
- Installation of stairwell & escalator glass railings



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MAIN TERMINAL EXPANSION

Project Milestones:

<u>October 2026</u>

- Expand Departure Hall Queuing Area by an additional 1,700 square feet
- Installation of glass in 3rd Floor ACAA offices
- Installation of stairwell & escalator railings



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MAIN TERMINAL EXPANSION

Project Milestones:

<u>October 2026</u>

- Expand Departure Hall Queuing Area by an additional 1,700 square feet
- Installation of glass in 3rd Floor ACAA offices
- Installation of stairwell & escalator railings
- Completion of low ceilings in ticketing area



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MAIN TERMINAL EXPANSION

Project Milestones:

<u>October 2026</u>

- Expand Departure Hall Queuing Area by an additional 1,700 square feet
- Installation glass in 3rd Floor ACAA offices
- Installation of stairwell & escalator railings
- Completion of low ceilings in ticketing area
- Painting behind airline ticket counters



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MAIN TERMINAL EXPANSION

Project Milestones:

<u>December 2026</u>

- Curbside vestibule enhancements



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MAIN TERMINAL EXPANSION

Project Milestones:

December 2026

- Curbside vestibule enhancements
- Sliding doors at North Parking Garage vestibules



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MAIN TERMINAL EXPANSION

Project Milestones:

December 2026

- Curbside vestibule enhancements
- Sliding doors at North Parking Garage vestibules
- Completion of Elevators #4 and #5, with access to North Parking Garage



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MAIN TERMINAL EXPANSION

Project Milestones:

December 2026

- Curbside vestibule enhancements
- Sliding doors at North Parking Garage vestibules
- Completion of Elevators #4 and #5, with access to North Parking Garage
- Installation of TSA digital banner



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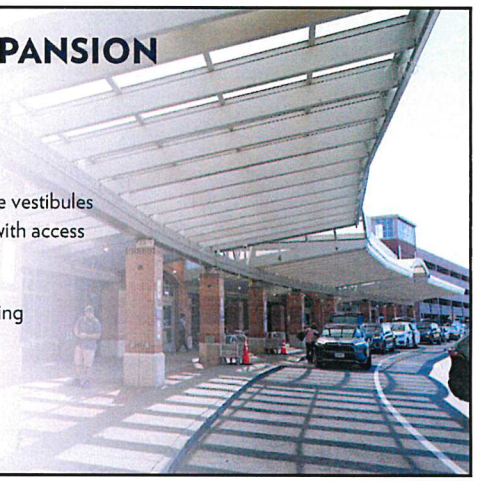
19

MAIN TERMINAL EXPANSION

Project Milestones:

December 2026

- Curbside vestibule enhancements
- Sliding doors at North Parking Garage vestibules
- Completion of Elevators #4 and #5, with access to North Garage
- Installation of TSA digital banner
- Canopy lighting and new metal cladding



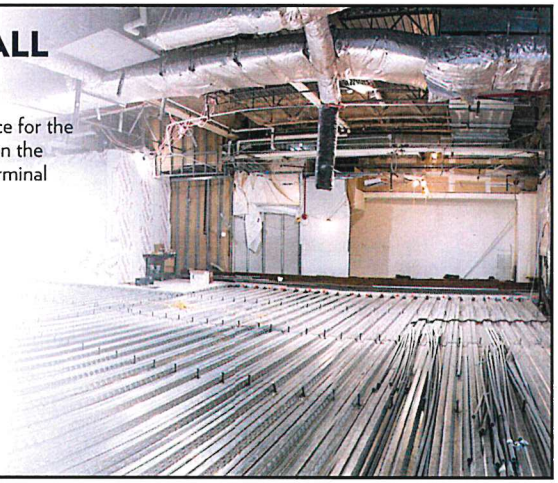
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DEPARTURE HALL

East Side Connection

- Structural steel is now in place for the east-side connection between the Departure Hall and Main Terminal



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DEPARTURE HALL

East Side Connection

- Structural steel is now in place for the east-side connection between the Departure Hall and Main Terminal



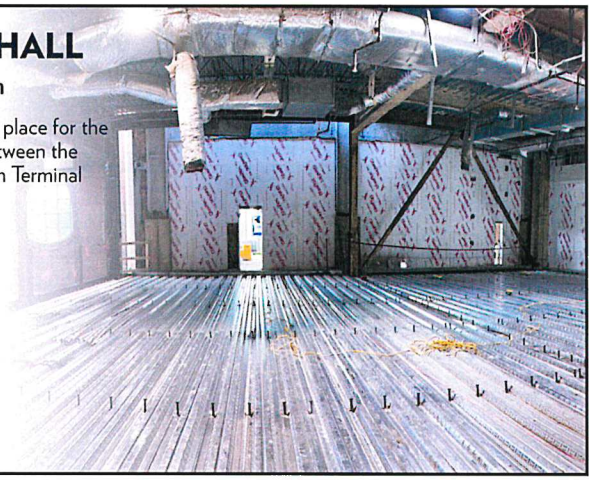
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DEPARTURE HALL

East Side Connection

- Structural steel is now in place for the east-side connection between the Departure Hall and Main Terminal



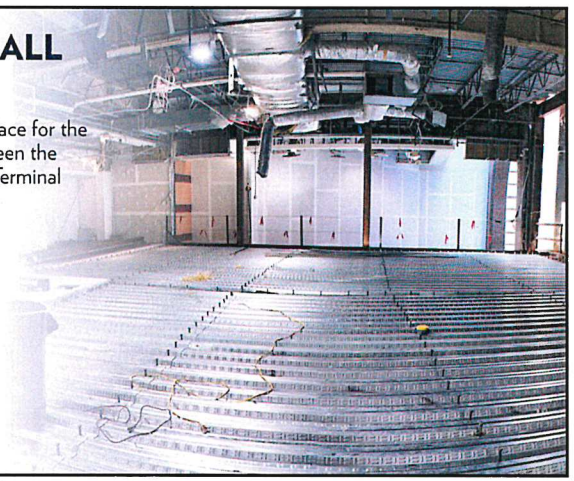
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DEPARTURE HALL

East Side Connection

- Structural steel is now in place for the east-side connection between the Departure Hall and Main Terminal



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DEPARTURE HALL

East Side Exterior Work Continues



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DEPARTURE HALL

Covered Roadway Ceiling Installation



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DEPARTURE HALL

Terrazzo Floor Installation

- First & Second Floor complete



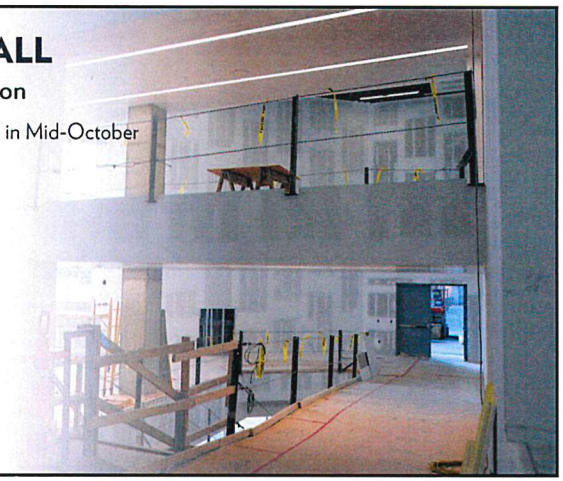
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DEPARTURE HALL

North Garage Connection

- Metal railings to be installed in Mid-October



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DEPARTURE HALL

North Garage Connection

- Painting to be complete by Mid-October



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MAIN TERMINAL

Retail Renovations

On The Fly
Concourse A



- Construction Begins: 10/13
- Duration: 4 weeks

Capital Marketplace
Concourse B



- Construction Begins: 11/19
- Duration: 12 weeks

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ALBANY
INTERNATIONAL AIRPORT

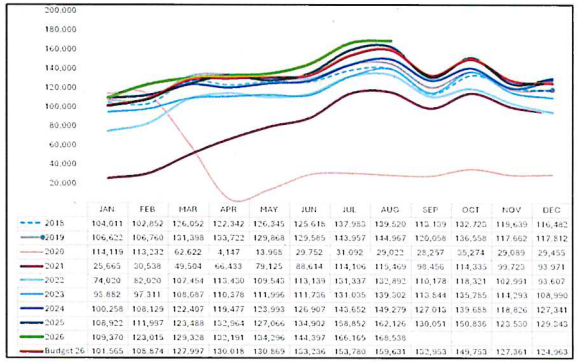
FINANCIAL REPORT

July 2026

September 29, 2026

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Monthly Enplanements

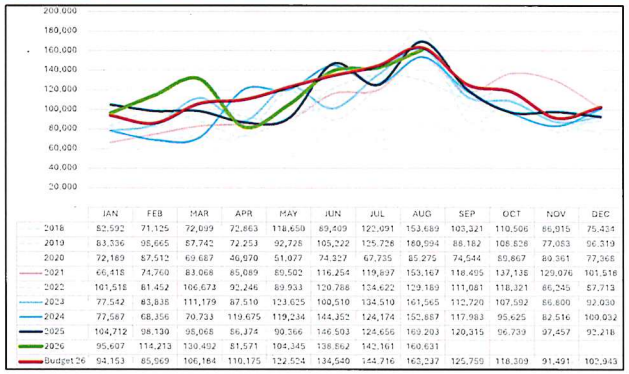


	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Annual
2018	104,611	102,652	126,052	122,342	126,345	125,618	137,985	129,520	113,159	132,725	119,639	116,482	1,466,706
2019	106,622	106,760	131,398	133,722	129,868	129,585	143,957	134,967	120,058	136,558	117,662	117,812	1,518,969
2020	114,119	113,232	62,622	4,147	13,968	29,752	31,092	29,023	28,257	35,274	29,089	29,455	520,029
2021	25,665	30,538	49,504	66,433	79,125	88,614	114,106	115,469	98,456	114,335	99,723	93,971	975,939
2022	74,020	82,020	107,454	113,450	109,543	113,139	131,337	132,892	110,178	118,321	102,991	93,607	1,288,932
2023	93,882	97,311	108,687	110,378	111,996	111,756	131,035	139,502	113,844	135,785	114,293	108,990	1,376,639
2024	100,258	108,129	122,407	119,477	123,993	126,907	143,652	149,279	127,015	139,688	118,826	127,341	1,507,130
2025	108,922	111,997	123,488	132,964	127,066	134,902	158,852	162,126	130,051	150,836	123,550	129,543	1,594,077
2026	109,370	123,015	129,328	132,191	134,296	144,397	166,365	168,538					
Budget 26	101,565	108,874	122,997	130,018	130,869	153,236	153,780	159,631	132,953	149,793	127,361	124,963	

Monthly Financial Report 32

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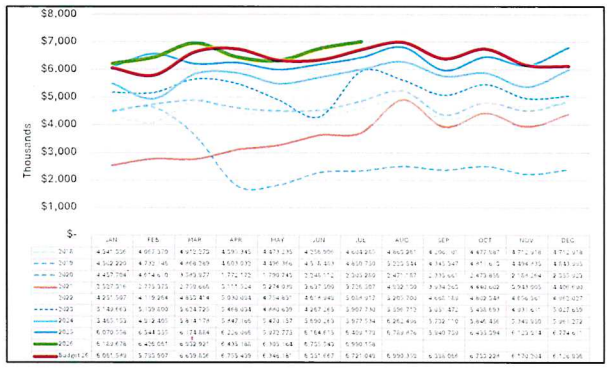
Monthly Jet A FBO only (gallons)



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Annual
2018	82,592	71,125	72,099	72,863	118,650	89,409	122,091	153,689	103,321	110,506	86,915	75,434	996,302
2019	83,336	98,665	87,742	72,253	92,728	105,222	125,728	160,094	88,182	108,828	77,083	96,519	1,158,694
2020	72,189	87,512	69,687	46,070	51,077	74,327	67,735	85,275	74,544	89,867	80,361	77,366	1,217,080
2021	66,418	74,760	83,068	85,089	89,502	116,254	119,837	153,167	118,495	137,138	129,076	101,518	876,912
2022	101,518	81,452	106,673	92,246	89,933	120,788	124,622	129,189	111,081	118,321	86,245	87,713	1,274,382
2023	77,542	83,838	111,179	87,510	123,625	100,510	134,510	161,565	112,720	107,592	86,800	92,030	1,259,781
2024	77,567	68,356	70,733	119,675	119,234	144,352	124,174	152,887	117,983	95,625	82,516	100,032	1,279,421
2025	104,712	98,130	98,068	86,374	90,366	146,503	124,656	169,203	120,315	96,739	97,457	92,218	1,266,446
2026	95,607	114,213	130,492	81,571	104,345	138,862	142,161	160,631					1,324,744
Budget 26	94,153	85,569	106,164	110,175	122,524	134,540	144,716	163,237	125,759	118,309	91,491	102,943	

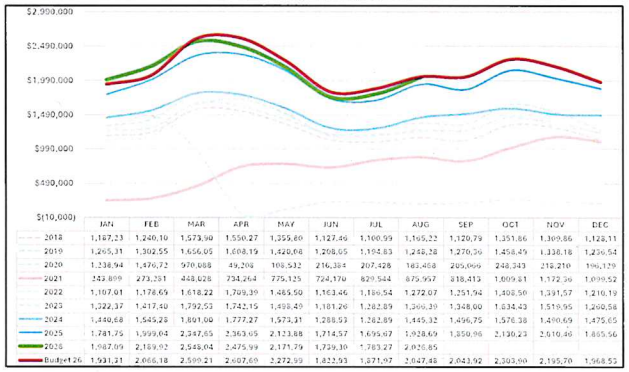
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Operating Revenue (including FBO)



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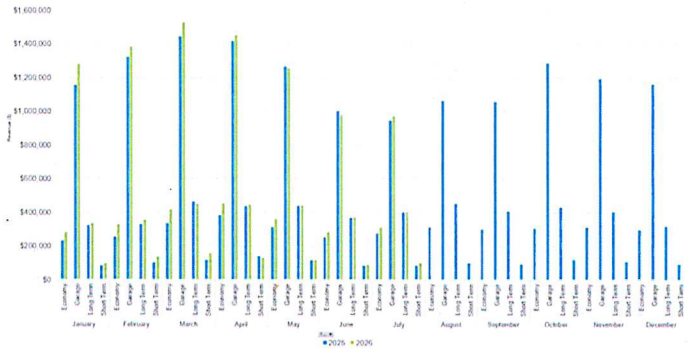
Parking Revenues



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018	1,167.23	1,240.10	1,573.90	1,550.27	1,355.80	1,127.46	1,100.99	1,165.22	1,120.79	1,351.86	1,369.86	1,128.11
2019	1,265.31	1,302.55	1,656.05	1,608.19	1,420.68	1,208.05	1,195.83	1,248.28	1,270.36	1,458.49	1,338.18	1,236.94
2020	1,238.94	1,476.72	970.088	49.204	108.532	216.384	207.428	183.468	205.009	248.343	219.210	196.129
2021	343.899	273.251	448.028	734.264	775.125	724.170	829.544	875.957	818.413	1,009.81	1,172.36	1,099.52
2022	1,107.01	1,178.69	1,618.22	1,709.39	1,485.50	1,163.46	1,186.94	1,272.07	1,251.94	1,408.50	1,391.57	1,210.19
2023	1,222.37	1,417.40	1,792.53	1,742.15	1,498.40	1,181.26	1,282.89	1,369.30	1,348.00	1,634.43	1,519.95	1,260.58
2024	1,440.68	1,545.28	1,891.00	1,777.27	1,573.31	1,288.53	1,282.89	1,445.32	1,496.75	1,576.38	1,490.69	1,475.65
2025	1,781.75	1,999.04	2,347.65	2,363.05	2,133.88	1,714.57	1,695.67	1,928.69	1,850.96	2,130.23	2,010.46	1,865.56
2026	1,987.09	2,189.92	2,548.04	2,475.99	2,171.79	1,729.30	1,783.27	2,026.85				
Budget 26	1,931.21	2,066.18	2,590.21	2,607.68	2,272.99	1,822.93	1,871.97	2,047.48	2,043.92	2,393.90	2,195.70	1,968.53

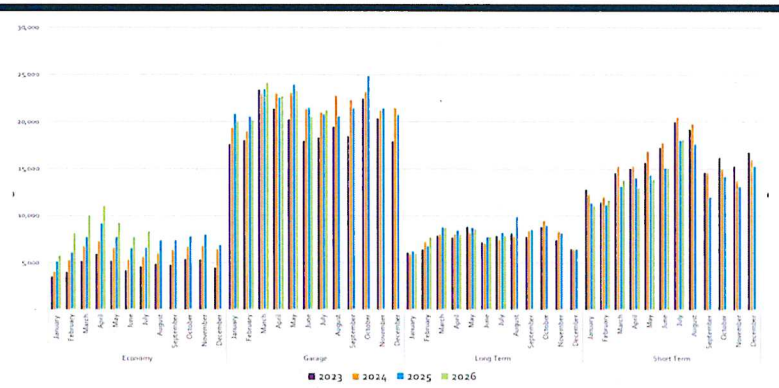
35

Monthly Parking Revenues by Lot 2025 & 2026



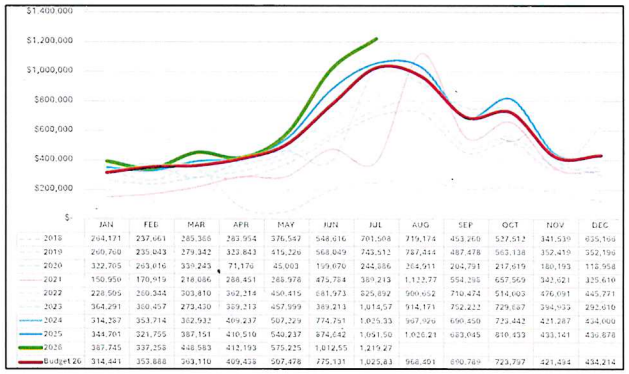
36

Monthly Parking Lot Count 2023-2026



37

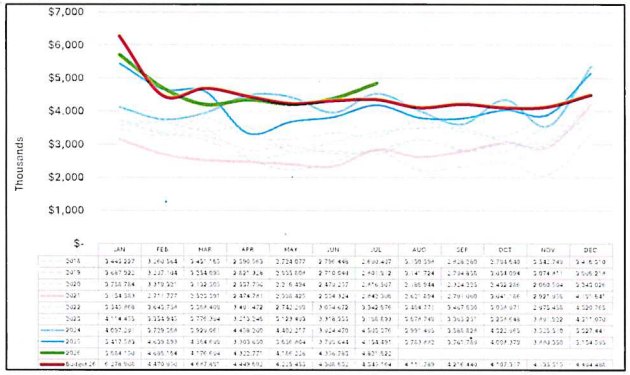
Rental Car Revenues



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018	294,171	237,661	289,366	283,954	376,547	548,616	701,508	719,174	453,260	527,512	341,539	635,166
2019	269,760	235,043	279,342	323,843	415,226	568,049	743,512	787,444	487,478	563,138	352,419	552,196
2020	322,705	263,016	339,243	71,176	45,003	199,670	244,886	264,911	204,791	217,619	180,193	118,958
2021	150,959	170,919	218,086	288,451	288,978	475,784	389,213	1,122,77	554,295	657,569	342,621	325,619
2022	228,505	260,344	303,810	362,214	450,415	681,973	525,892	900,652	710,474	514,003	476,091	445,771
2023	364,291	360,457	273,430	389,213	457,999	389,213	1,014,57	914,171	752,222	729,687	394,933	292,619
2024	314,297	353,714	382,932	409,237	507,229	774,751	1,025,33	997,926	690,450	723,442	421,287	434,009
2025	344,701	321,755	387,151	410,519	549,237	874,642	1,051,50	1,026,21	683,045	810,433	433,141	436,878
2026	387,745	337,258	448,583	412,193	575,225	1,012,55	1,219,27					
Budget 26	314,441	353,888	393,110	409,438	567,478	775,131	1,025,83	968,401	690,749	723,797	421,494	434,214

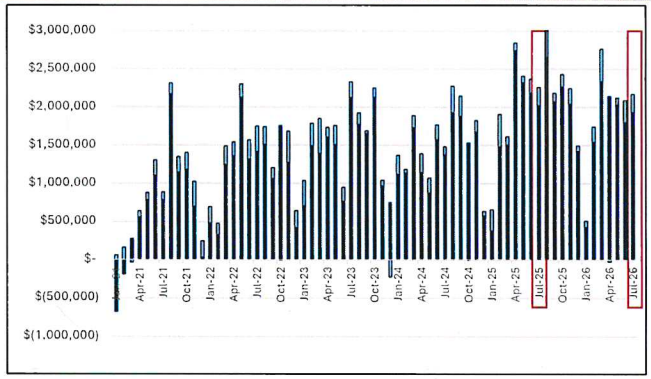
38

Operating Expense (including FBO)



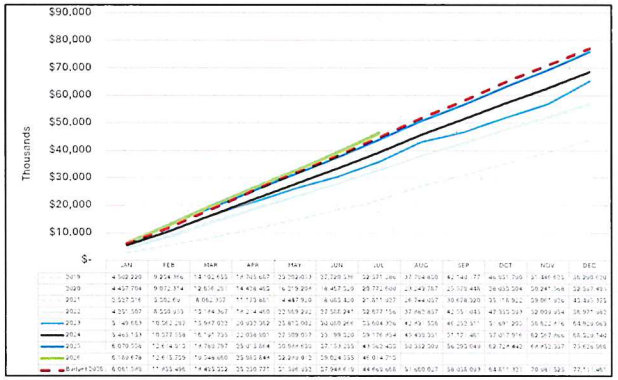
39

Operating Net Profit, Airport and FBO



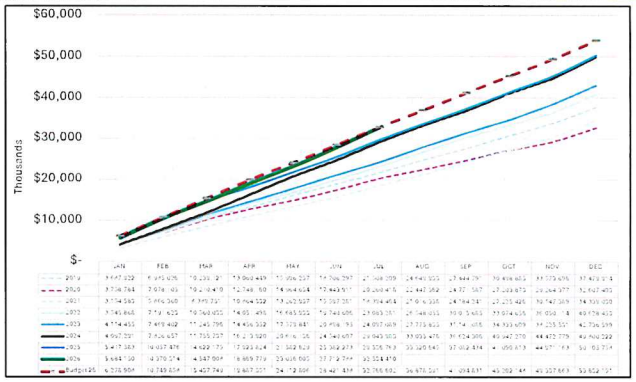
40

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



41

YTD Operating Expense vs. YTD Budget (including FBO)



42

Line of Credit Draws

Line of Credit Activity

	Draw Date	Amount	Repayment Date	Partial Repayment Amount	Partial Repayment Date	Partial Repayment Amount	Partial Repayment Date	Current LOC Balance
LOC Draw 01	6-Mar-24	$ 984,381.73	12-Aug-24					
LOC Draw 02	6-Mar-24	761,816.97	2-Apr-24					
LOC Draw 03	20-Mar-24	969,655.24	8-Apr-24					
LOC Draw 04	9-May-24	2,152,308.12	1-Jul-24					
LOC Draw 05	9-May-24	1,285,737.86	1-Jul-24					
LOC Draw 06	14-Jun-24	2,580,897.15	2-Oct-24					
LOC Draw 07	14-Jun-24	2,337,750.23	2-Oct-24					
LOC Draw 08	22-Aug-24	4,055,372.75	16-Oct-24					
LOC Draw 09	15-Nov-24	3,159,332.29	10-Jan-25					
LOC Draw 10	23-Dec-24	1,554,653.15		293,829.45	15-Jul-25	1,260,823.70	14-Nov-25	
LOC Draw 11	16-Jan-25	1,045,137.75		197,531.03	15-Jul-25	847,606.72	14-Nov-25	
LOC Draw 11	16-Jan-25	1,667,596.47	27-Mar-25					
LOC Draw 12	27-Feb-25	879,236.80		165,419.76	15-Jul-25	709,817.04	14-Nov-25	
LOC Draw 12	27-Feb-25	1,342,431.04	18-Apr-25					
LOC Draw 13	5-Mar-25	1,104,266.22	18-Apr-25					
LOC Draw 13	5-Mar-25	1,368,011.17	18-Apr-25					
LOC Draw 14	28-Apr-25	618,447.81		116,886.64	15-Jul-25	501,561.17	14-Nov-25	
LOC Draw 14	28-Apr-25	579,232.10	2-Jun-25					
LOC Draw 15	12-May-25	391,933.11	2-Jun-25					
LOC Draw 15	12-May-25	937,919.23		177,266.73	15-Jul-25	760,652.50	14-Nov-25	
LOC Draw 16	28-May-25	896,225.85	15-Jul-25					
LOC Draw 16	28-May-25	1,099,420.41	14-Nov-25					
LOC Draw 17	23-Jun-25	326,556.42	4-Sep-25					
LOC Draw 17	23-Jun-25	1,442,159.62	14-Nov-25					
LOC Draw 18	4-Aug-25	448,729.65	30-Oct-25					
LOC Draw 18	4-Aug-25	2,761,014.98	14-Nov-25					
LOC Draw 19	22-Sep-25	502,138.65	29-Dec-25					
LOC Draw 19	22-Sep-25	1,712,359.32	14-Nov-25					
LOC Draw 19	22-Sep-25	1,547,250.22	14-Nov-25					
LOC Draw 20	9-Dec-25	788,486.03	2-Feb-26					
LOC Draw 20	9-Dec-25	2,438,083.80	13-Apr-26					
LOC Draw 21	14-Jan-26	1,863,455.39	13-Apr-26					
LOC Draw 21	14-Jan-26	1,642,515.80	13-Apr-26					
	Outstanding							$ -

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Airline Schedules

Albany International Airport
Airline and Direct Market Flights
For the week of September 19, 2026

AIRLINE	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Allegiant	3	3			3	3	
American	17	16	15	15	16	16	13
Avelo	1				1		
Breeze	1	1			1	1	
Delta	9	9	9	9	9	9	6
Jet Blue	1	2	2			2	2
Southwest	11	10	10	10	10	10	11
United	9	9	9	9	9	9	9
	52	50	45	43	49	50	41

DIRECT MARKET	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Atlanta	3	3	3	3	3	3	2
Baltimore	4	4	4	4	4	4	4
Charleston		1				1	
Charlotte	4	3	3	3	3	3	3
Charlotte/Concord	1				1		
Chicago-Midway	3	3	3	3	3	3	2
Chicago-O'Hare	7	7	7	7	7	7	7
Denver	2	2	2	2	2	2	2
Detroit	4	4	4	4	4	4	3
Fort Lauderdale	2	1	1		1	1	1
Myrtle Beach		1				1	
Nashville	1	2	1	1	1	2	1
New York LaGuardia	2	2	2	2	2	2	1
Orlando	2	2	2	1	1	2	3
Orlando/Sanford	1				1		
Philadelphia	6	6	5	5	6	6	4
Punta Gorda	1				1		
Raleigh Durham	1				1		
St. Petersberg		1				1	
Tampa							1
Washington/Dulles	4	4	4	4	4	4	4
Washington/Reagan	4	4	4	4	4	4	3
	52	50	45	43	49	50	41

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THANK YOU

ALB
ALBANY
INTERNATIONAL AIRPORT

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PROJECT DEVELOPMENT



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WAYFINDING & PARKING



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WAYFINDING & PARKING

Heritage Lot: Laundry Facility Demolition





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WAYFINDING & PARKING

Cell Phone Lot Reconfiguration

- Project began September 9th



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49

WAYFINDING & PARKING

Cell Phone Lot Reconfiguration

- Lot temporarily relocated to Heritage Lane during construction



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50

WAYFINDING & PARKING

Cell Phone Lot Reconfiguration

- Lot temporarily relocated to Heritage Lane during construction



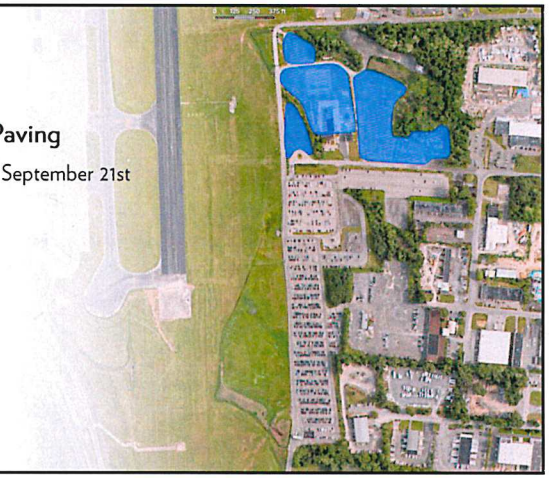
ALB

51

WAYFINDING & PARKING

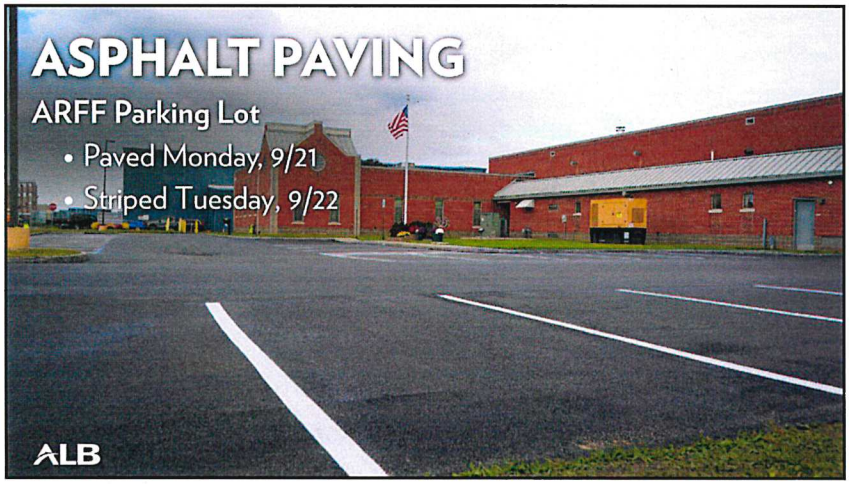
Economy Lot Parking & Paving

- Phase 1 work begins week of September 21st

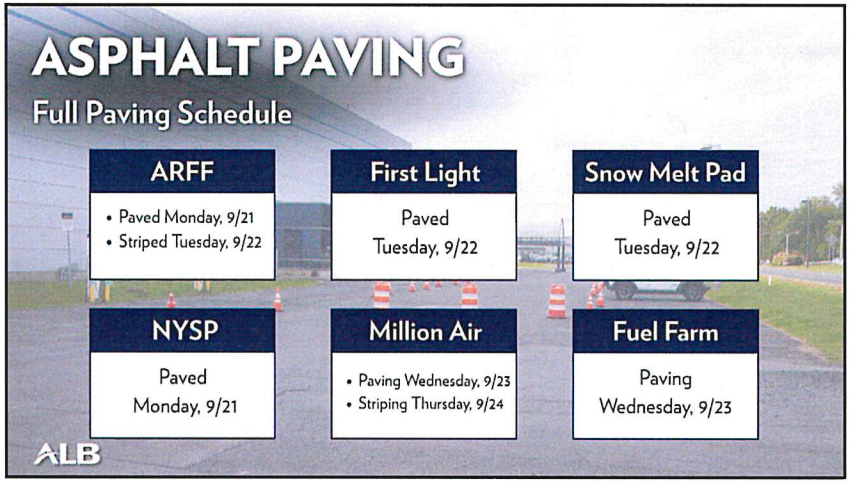


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52


ASPHALT PAVING
ARFF Parking Lot
• Paved Monday, 9/21
• Striped Tuesday, 9/22
ALB

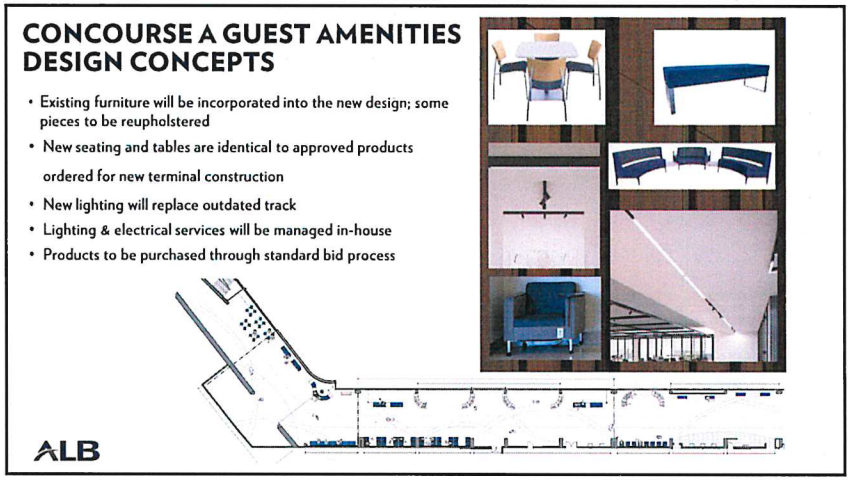
53


ASPHALT PAVING
Full Paving Schedule
ARFF
• Paved Monday, 9/21
• Striped Tuesday, 9/22
First Light
Paved
Tuesday, 9/22
Snow Melt Pad
Paved
Tuesday, 9/22
NYSP
Paved
Monday, 9/21
Million Air
• Paving Wednesday, 9/23
• Striping Thursday, 9/24
Fuel Farm
Paving
Wednesday, 9/23
ALB

54

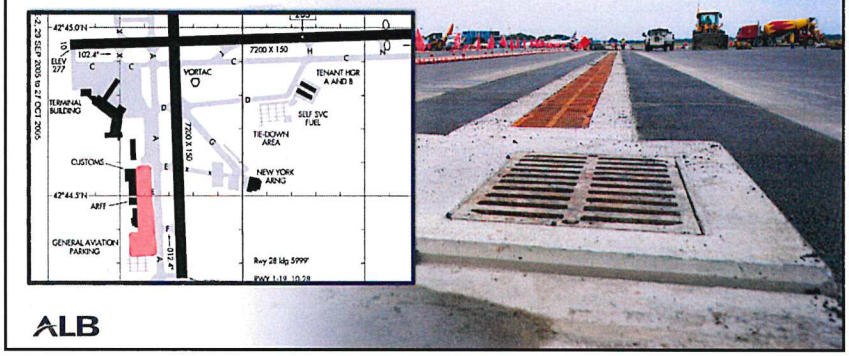

CONCOURSE A
& GATE EXPANSION
A6
ALB

55


CONCOURSE A GUEST AMENITIES
DESIGN CONCEPTS
• Existing furniture will be incorporated into the new design; some pieces to be reupholstered
• New seating and tables are identical to approved products ordered for new terminal construction
• New lighting will replace outdated track
• Lighting & electrical services will be managed in-house
• Products to be purchased through standard bid process
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GENERAL AVIATION APRON REHAB



ALB

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FUEL FARM FIRE SUPPRESSION



ALB

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RUNWAY 1 MALSR LIGHTS



ALB

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TRANSFORMER PROJECT

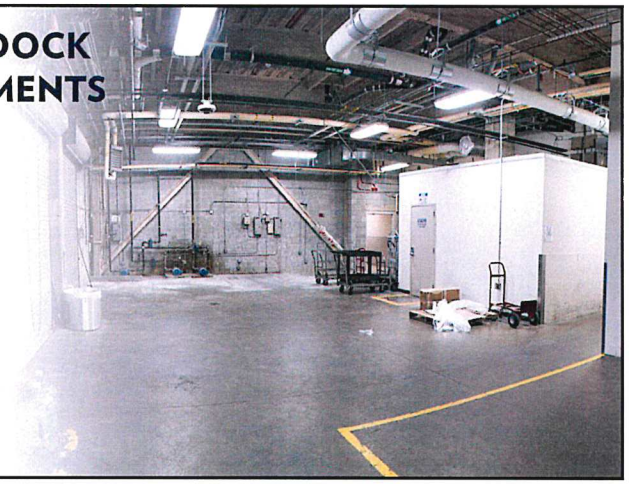
National Grid Crews On-Site



ALB

60

LOADING DOCK ENHANCEMENTS

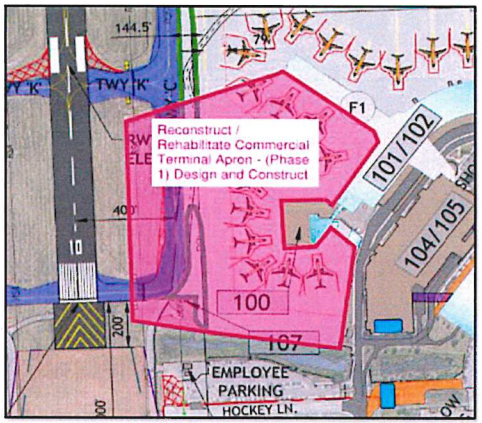


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61

MAIN TERMINAL APRON DESIGN

- Site investigation complete
- Currently in design phase
- Construction in 2027



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62

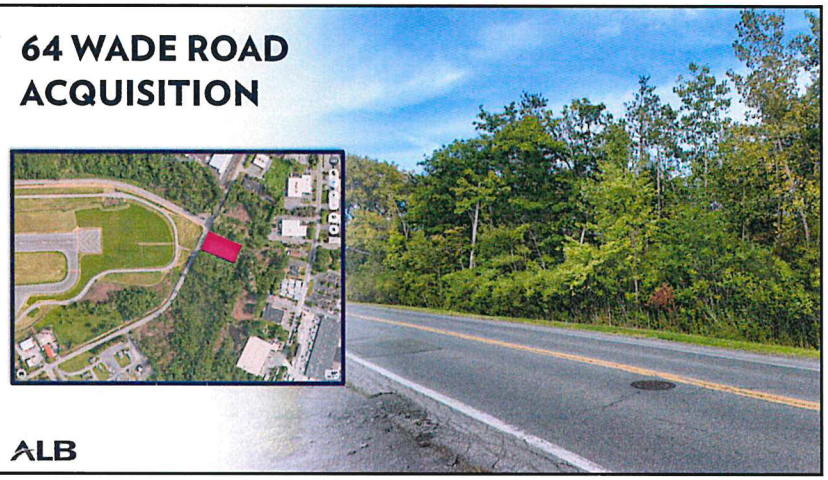
AIRPORT PLANNING



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63

64 WADE ROAD ACQUISITION



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64

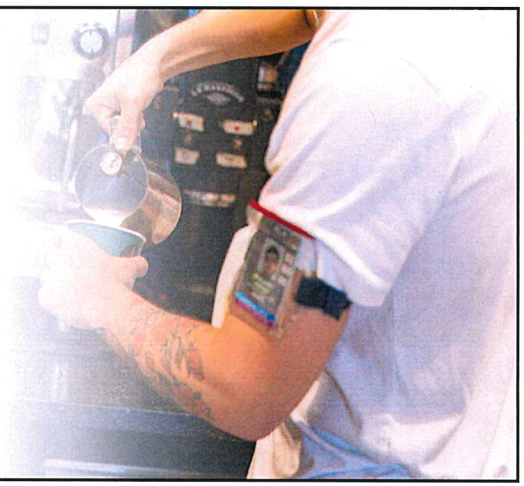
LAW ENFORCEMENT GRANT FROM TSA



ALB

65

CONCESSIONS & AMBASSADOR PROGRAM



ALB

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PUBLIC AFFAIRS



ALB

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RECENT MEDIA COVERAGE

European Diversions Land at ALB



ALB

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RECENT MEDIA COVERAGE
ALB September 11th Remembrance
ALB

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RECENT MEDIA COVERAGE
Cell Phone Lot Expansion
ALB

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RECENT MEDIA COVERAGE
Gateside by TSA PreCheck
Coming to Upstate Airports
ALB

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RECENT MEDIA COVERAGE
U.S. Secretary of Transportation
Visits Albany International Airport
WRGB
ALB

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RECENT MEDIA COVERAGE

U.S. Marine Corps Ospreys
Touch Down at ALB

NEWS 10 abc



ALB

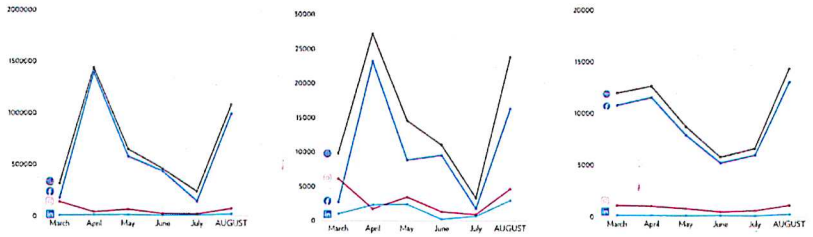
73

SOCIAL MEDIA PERFORMANCE

1,078,299
Views

23,796
Interactions

14,388
Profile Visits



ALB

August 2026

74

TOP PERFORMING SOCIAL POSTS

TITLE		VIEWS	INTERACTIONS
1) BOEING 767 LANDS AT ALB (REEL)			
	• Facebook	426,325*	4,419
	• Instagram	20,983	1,062
2) MARINE CORPS OSPREYS AT ALB (REEL)			
	• Facebook	232,015	6,244*
	• Instagram	16,449	1,511
3) U.S. TRANSPORTATION SECRETARY VISITS ALB			
	• Facebook	102,492	1,806
	• Instagram	4,229	175



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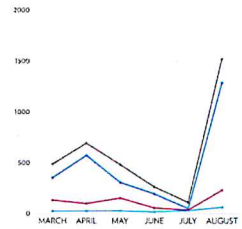
August 2026

75

SOCIAL MEDIA AUDIENCE

Facebook	23,018 Followers
Instagram	3,553 Followers
LinkedIn	1,676 Followers
Total	28,247 Followers

1,517
New Followers (Net)



ALB

August 2026

76

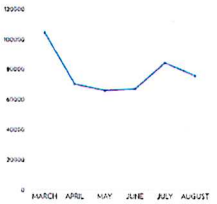
WEBSITE TRAFFIC

August 2026

45,625
Users



75,582
Sessions



132,192
Page Views



ALB

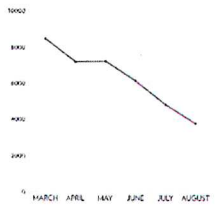
albanyairport.com

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POINTR METRICS

August 2026

3,763
Sessions



2,728
Devices (Users)



93
Avg. Users Per Day



ALB

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SPECIAL RECOGNITIONS

ALB Named One of Nation's "Best Small Airports" by USA Today

- Voting ends October 14th

VOTE FOR ALB



ALB

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SPECIAL RECOGNITIONS

Million Air Albany Recognized by Southwest as Outstanding Service Provider

- Award ceremony in Dallas
- Ranked #1 out of 26 Level 4 airports (2,500 – 5,000 annual Southwest flights)
- Recognizes top performing airports with low delay counts, excellent fuel accounting and best overall performance



ALB

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COMMUNITY CONNECTIONS

Creating memorable experiences while supporting one of our own

A behind-the-scenes tour of ALB was offered through a charitable silent auction benefiting the grandson of an ALB employee who's battling a rare illness.



ARFF



Million Air



Control Tower



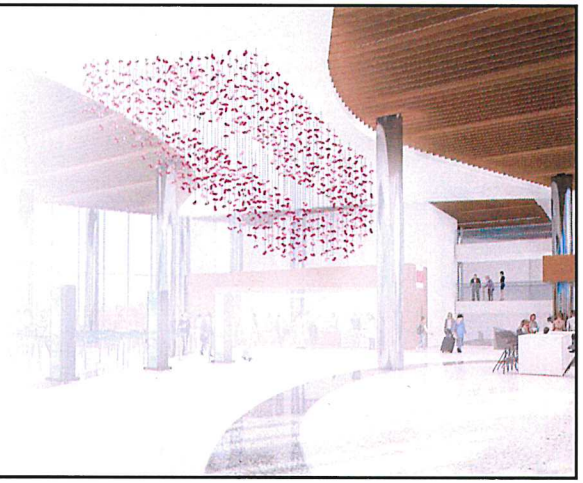
Warbird Factory

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ART & CULTURE PROGRAM

ALBANY INTERNATIONAL AIRPORT



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ALB

ALBANY

INTERNATIONAL AIRPORT

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NOTICE

Posted:
website
info desk –
9/6/26

Liz Charland

From: Liz Charland
Sent: Sunday, September 6, 2026 9:32 AM
To: 'TU Legals'
Subject: Account No. 061026000 - Pre-Approved - No Confirmation Required - CIC Meeting August 12 and Regular Meeting August 17

Importance: High

Please publish the following Notice below one time as soon as possible. Let me know if you have any questions. Thank you. – Liz

ALBANY COUNTY AIRPORT AUTHORITY
CIC COMMITTEE
MEETING NOTICE

Notice is hereby given of the following **CIC Committee** meeting of the Albany County Airport Authority:

The Albany County Airport Authority will hold a **CIC Committee** meeting on **Wednesday September 9, 2026 at 12:00 noon.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

ALBANY COUNTY AIRPORT AUTHORITY
MEETING NOTICE

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

The Albany County Airport Authority will hold its regularly scheduled meeting on **Wednesday September 23, 2026 at 9:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

Liz Charland

From: Liz Charland
Sent: Sunday, September 6, 2026 9:40 AM
To: Saratogian Newspapers; The Colonie Spotlight; The Gazette; The Troy Record
Subject: ACAA Upcoming Meetings

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Liz Charland

From: Liz Charland
Sent: Sunday, September 6, 2026 9:40 AM
To: Amanda Brady Confidential Secretary to the County Executive; 'Beth DiBattista (Turner'; 'Brian King'; 'Cameron Sagan (Albany County'; 'Carl Stewart (Turner'; Carmiena Brooks; Chris Menge; 'County Executive Daniel P. McCoy'; Dave Collins; 'Frank Mauriello, Albany County Minority Leader'; 'George Penn (Albany County'; James Curran (Minority Counsel); 'Jermy Martelle (CHA'; 'Jill Bryce'; Johanna Bateman; Kelly Schoonmaker (TSA); Kevin Butterfield; 'LRulison (Times Union'; 'Lynne Lekakis Mass Transit Committee'; 'Majority Leader Dennis Feeney'; 'Mary Rozak (Albany County'; Melissa Wolfgang; 'Mike DeMasi (Business Review'; 'mmangini'; Ray Camilli; Rebekah Kennedy (Majority Counsel); 'Rich Amadon (CHA'; 'Rick Karlin'; 'Rob Wagner (Project Manager Turner'; 'Spotlight News'; Steve Dorsey; Susan Quine-Laurilliard (Mass Transit); 'WRGB News'
Subject: ACAA Upcoming Meetings

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Liz Charland

From: Liz Charland
Sent: Sunday, September 6, 2026 9:37 AM
To: Harold Iselin; Janet Thayer; John-Raphael Pichardo; John-Raphael Pichardo; Kevin R. Hicks, Sr. (Personal); 'Samuel A. Fresina'; Samuel Fresina; Sari O'Connor; 'Steven H. Heider'
Cc: Peter Stuto
Subject: Meeting Notices for CIC September 9 and Regular Board meeting WEDNESDAY - September 23 AT 9:00 A.M.

Please see notices for upcoming meetings. When you get a chance, please let me know which meetings you will be attending.

Let me know if you have any questions.

Thank you.
Liz

ALBANY COUNTY AIRPORT AUTHORITY
CIC COMMITTEE
MEETING NOTICE

Notice is hereby given of the following **CIC Committee** meeting of the Albany County Airport Authority:

The Albany County Airport Authority will hold a **CIC Committee** meeting on **Wednesday September 9, 2026 at 12:00 noon.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

ALBANY COUNTY AIRPORT AUTHORITY
MEETING NOTICE

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

The Albany County Airport Authority will hold its regularly scheduled meeting on **Wednesday September 23, 2026 at 9:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

AGENDA ITEM NO. 1

Chairman's Remarks

AGENDA ITEM NO. 2

Approval of Minutes

ALB ALBANY INTERNATIONAL AIRPORT

ACAA Approved
09/23/2026

Minutes of the Regular Meeting of the Albany County Airport Authority
August 17, 2026

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on August 17, 2026 at 9:00 a.m. in the Third Floor Conference Room located in the Terminal at the Albany International Airport, Albany, New York by Chair Samuel A. Fresina, with the following present:

MEMBERS PRESENT

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

MEMBERS ABSENT

STAFF

Peter F. Stuto, Chief Executive Officer
Christine Quinn, Authority Counsel
John O'Donnell, Chief Operating Officer
John LaClair, Chief Engineer
Margaret Herrmann, Acting Chief Finance Officer
Kathy Greenwood, Director of Art & Culture
Helen Chadderdon, Marketing Manager
Dave Montiverdi, Airport Planner
Liz Charland, Administrative Services
Bobbi Matthews, Purchasing Agent
Jenn Munger, Paralegal

ATTENDEES

Carmiena Brooks, Assistant Airport Manager
Ray Camilli, Airfield Maintenance Manager, Avports
Deputy Fire Chief Chris Menge, ARFF Avports
Kevin Hehir, AvPorts Building Maintenance Manager
Chris Pasquini, Assistant Maintenance Manager, Avports
Brian King, Manager Million Air
Jeff Lovell, Managing Director Park Strategies, LLC
Perry Blanchard, IT AvPorts
Jim O'Brien, Operations Manager

Chair Fresina noted that there was a quorum.

General:

1. Chairman's Remarks

2. Approval of Minutes

Mr. Iselin moved to approve the minutes of:

Regular Meeting – July 13, 2026

The motion was adopted unanimously.

3. Communications and Report of Chief Executive Officer

Mr. O'Donnell presented a Communications and Chief Executive Officer's Report for the month of August 2026.

3A. Reports of Committees

- Ms. O'Connor reported that the Capital Improvements met on August 12, 2026 and the meeting was very productive.

Reports:

4. Chief Operating Officer

Mr. O'Donnell and Mr. LaClair presented an update to the Main Terminal Expansion for the month of August 2026. (Power Point attached.)

5. Chief Financial Officer

Ms. Herrmann presented the Financial Report for the month of August 2026. (Power Point attached.)

6. Project Development

Mr. LaClair presented the Project Development Report for the month of August 2026. (Power Point attached.)

6B. Planning

Mr. Montiverdi presented the Planning Report for the month of August 2026 (Power Point attached.

7. Counsel

8. Concessions/Ambassador Program

Ms. Chadderdon presented the Concessions/Ambassador Report for the month of August 2026.

9. Public Affairs

Mr. Hunter presented the Public Affairs Report for the month of August 2026. (Power Point attached.)

9A. Art & Culture Program

Ms. Greenwood presented the Art & Culture Program Report for August 2026. (Power Point attached.)

Action Items:

10. Authorization of Contracts, Leases, Contract Negotiations, Contract Amendments and Action Items

10.1 Amendment No. 1 to Service Contract No. – SC-21-1096: General Construction Services

Mr. O'Donnell requested authorization to award Amendment No. 1 to Service Contract No. – SC-21-1096: General Construction Services to Sam Greco Construction Inc., Duncan & Cahill, Inc. and Rosch Brothers, Inc. in the amount of $120,000.

He advised the Contractors have been assigned to several critical apron repairs, hangar repairs and TSA security related work activities to assist the airport to maintain a safe and secure facility. The need to supplement the funds will allow staff to continue to utilize the contractors on an "on-call" basis to undertake urgent assignments for the remainder of the calendar year.

Mr. Iselin moved to approve Amendment No. 1 to Service Contract No. – SC-21-1096: General Construction Services with Sam Greco Construction Inc., Duncan & Cahill, Inc. and Rosch Brothers, Inc the amount of $120,000. The

motion was adopted unanimously.

10.2 Window Washing Services; Preferred Source NYSID

Ms. Herrmann requested authorization to approve an extension of Service Contract – SC-1092* awarded in 2021 for a five year period which ended in July 2026.

This award will continue with a Preferred Source / New York State Industries for the Disabled, Inc. subject to NYS DOL prevailing wage rates with the issuance of Purchase Orders.

She advised the Service Contract SC-1092 was never executed and this service proceeded with the issuance of various Purchase Orders in the amounts below:

Total Contract Amount: Terminals A, B, C & Bldg '79, 3rd Floor & Observation Deck $27,862.89/Year; Administration Bldg., Control Tower & Million Air Facility $14,971.19/Year; Lobby & Parking Garage $64,955.93/Year; For a total annual cost of $107,790.01

She advised this service will be performed by the New York State Industries for the Disabled (NYSID). NYSID is an NYS OGS Preferred Source. This vendor has been providing this service under various Purchase Orders.

Mr. Hicks moved to approve the issuance of various Purchase Orders in the following amounts: Terminals A, B, C & Bldg '79, 3rd Floor & Observation Deck $27,862.89/Year; Administration Bldg., Control Tower & Million Air Facility $14,971.19/Year; Lobby & Parking Garage $64,955.93/Year; for a total annual cost of $107,790.01 The motion was adopted unanimously.

10.3 Request to award Contract No. 1261-GC Wayfinding & Signage Improvements to SSC Signs & Lighting

Mr. LaClair recommended authorization to award Contract No. 1261-GC Wayfinding & Signage Improvements to SSC Signs & Lighting in the amount of $372,497.

He advised this project includes, but is not limited to, the removal of existing signage and the fabrication, furnishing, and installation of new destination signs, parking signs, and overhead directional signs, both static and digital, along with all associated hardware, supports, and incidental work necessary to provide a complete and fully operational wayfinding signage system. Approval is pending receipt of SSC Signs & Lighting's apprenticeship program.

Mr. Iselin moved to approve Contract No. 1261-GC Wayfinding & Signage Improvements to SSC Signs & Lighting in the amount of $372,497 contingent upon proof of NYS Apprenticeship Program. The motion was adopted unanimously.

10.4 Request to award Contract No. 1281-GC Cell Phone Lot Expansion to

James H. Maloy, Inc

Mr. LaClair recommended authorization to award Contract No. 1281-GC Cell Phone Lot Expansion to James H. Maloy, Inc in the amount of $495,000.

He advised this project is to rehab and extend the current Cell Phone Lot, which includes sitework, paving, curbing, drainage, striping and landscaping.

Mr. Hicks moved to approve Contract No. 1281-GC Cell Phone Lot Expansion to James H. Maloy, Inc. in the amount of $495,000. The motion was adopted unanimously.

10.5 Request to award Contract No. 1282-GC Economy Lot Rehabilitation to New Castle Paving

Mr. LaClair requested authorization to award Contract No. 1282-GC Economy Lot Rehabilitation to New Castle Paving in the amount of $2,450,000.

He advised this project consists of improvements within the existing Economy Lot Parking area. The work includes grading, asphalt paving, asphalt overlay, pavement striping, installation of site lighting, and the installation of drainage structures and piping.

Mr. Iselin moved to approve Contract No. 1282-GC Economy Lot Rehabilitation to New Castle Paving in the amount of $2,450,000. The motion was adopted by majority, with Messrs. Pichardo and Hicks voting in the negative.

10.6 Request to award Contract No. 1283-GC Asphalt Paving to New Castle Paving

Mr. LaClair requested authorization to award Contract No. 1283-GC Asphalt Paving to New Castle Paving in the amount of $284,000.

He advised this project includes asphalt pavement repairs of various sizes at six locations at Albany International Airport. The work includes saw cutting, milling, tack coating and asphalt paving.

Mr. Heider moved to approve Contract No. 1283- GC Asphalt Paving to New Castle Paving in the amount of $284,000. The motion was adopted by majority, with Messrs. Pichardo and Hicks voting in the negative.

10.7 Issue Purchase Order for Construction Administration and Design Services, Departure Hall Lounge Toilet Rooms and TSA 7th Lane, to C & S Companies.

Mr. O'Donnell requested authorization to issue a Purchase Order for Construction Administration and Design Services, Departure Hall Lounge Toilet Rooms and TSA 7th Lane, to C & S in the amount of $20,000.

He advised during construction additional design services were necessary for:

1. Albany County Codes required a knee wall to accommodate a revised ramp configuration.

2. To continue construction (VRH) work schedule a ceiling modification was made to tie in the 7th lane ceiling with the future recompose area along with the TSA checkpoint and to tie restroom ceiling into newly constructed wall surface.

Mr. Pichardo moved to approve the award of a Purchase Order for Construction Administration and Design Services, Departure Hall Lounge Toilet Rooms and TSA 7th Lane, to C & S Companies in the amount of $20,000. The motion was adopted unanimously.

10.8 Intentionally Left Blank

10.9 Amendment No. 2 - Professional Services Contract No. SC-22-1128 Security Guard Services to add American Airlines Baggage Handling and Construction Escort Services, Fire Watch and other temporary assignments.

Mr. O'Donnell requested authorization to award Amendment No. 2 - Professional Services Contract No. SC-22-1128 Security Guard Services with Premium Investigations to add American Airlines Baggage Handling and Construction Escort Services, Fire Watch and other temporary assignments in the amounts of $40.80 per hour (based on current prevailing wage in effect until June 2027) and Security Shift Supervisor in the amount of $44.41 per hour to Premium Investigations.

Mr. Pichardo moved to approve award of Amendment No. 2 - Professional Services Contract No. SC-22-1128 Security Guard Services with Premium Investigations to add American Airlines Baggage Handling and Construction Escort Services, Fire Watch and other temporary assignments in the amounts of $40.80 per hour (based on current prevailing wage in effect until June 2027) and Security Shift Supervisor in the amount of $44.41 per hour to Premium Investigations. The motion was adopted by majority vote, with Mr. Heider recusing himself from the vote.

10.10 Intentionally Left Blank

10.11 Authorize Electric Vehicle Charging Station Host Site Agreement with BETA Technologies, Inc.

Authorize Electric Vehicle Mini Cube Charging Station Host Site Agreement with BETA Technologies, Inc.

Mr. Montiverdi requested authorization to authorize an Electric Vehicle Charging Station Host Site Agreement with BETA Technologies, Inc. The agreement will allow BETA to design, install, own, operate, and maintain a DC fast charging station on Airport property at no capital cost to the Albany Airport

Authority. BETA will be responsible for all installation, utility, operation, and maintenance costs associated with the charging station throughout the term of the agreement, while the Authority's responsibilities are limited to providing an approved location and routine site maintenance such as snow and ice removal.

The Albany County Airport Authority seeks approval to authorize an Electric Vehicle Mini Cube Charging Station Host Site Agreement with BETA Technologies, Inc. The agreement will allow BETA to install, own, operate, and maintain a Mini Cube charging station within the Million Air hangar at Albany International Airport to support electric aircraft operations.

BETA will be responsible for providing and maintaining the charging equipment. The Authority will provide an approved location, electrical service, internet connectivity, and routine access to the facility. In consideration of hosting the equipment, the Authority will receive an annual payment of $500 throughout the term of the agreement. Electricity supplied to the charging station will be sold at a market rate, creating an additional revenue stream for the Airport.

Approval of the agreement will further position Albany International Airport to support advanced air mobility by providing infrastructure for next-generation electric aircraft while generating new revenue and advancing the Authority's sustainability and innovation objectives.

Mr. Heider moved to authorize an Electric Vehicle Charging Station Host Site Agreement with BETA Technologies, Inc. with the Authority receiving an annual payment of $500 throughout the term of the agreement. The motion was adopted unanimously.

10.12 Authorization to advance construction of Dunkin' concession based upon a revised estimate of the costs which are higher than those stated in the letter agreement between Albany County Airport Authority and HMS Host International, Inc. dated May 24, 2024. In addition, staff is seeking authorization to advance the Concourse A food & beverage concession based upon current estimates.

Ms. Herrmann requested authorization to advance construction of Dunkin' concession based upon a revised estimate of the costs which are higher than those stated in the letter agreement between Albany County Airport Authority and HMS Host International, Inc. dated May 24, 2024. In addition, staff is seeking authorization to advance the Concourse A food & beverage concession based upon current estimates.

Last month, she advised the Board that an item had been presented regarding the Letter Agreement between the Albany County Airport Authority and HMSHost, which was executed in May 2024. Under the terms of that agreement, the Authority will reimburse HMSHost for construction costs associated with the new Dunkin' location in the new Departure Hall.

Subsequently, the Authority negotiated with HMSHost regarding an amendment to the concession agreement that would provide for a three-year extension,

extending the agreement through the end of 2029. This extension will provide the Authority with six years to reimburse HMSHost for its investment in the new Dunkin' location through a partial waiver of HMSHost's percentage of sales, in an amount not to exceed $1,474,860.06.

Additionally, an amount not to exceed $1,000,000 has been budgeted for construction costs associated with HMSHost's Concourse A location, which was closed during the Concourse A rehabilitation project.

The Authority will reimburse HMSHost for the actual costs of the new build-outs upon receipt and acceptance of documentation substantiating all eligible construction costs associated with both the Departure Hall Dunkin' location and the Concourse A location.

In September, an amendment to the concession agreement incorporating the terms outlined above will be presented to the Board for formal approval. The Board will also receive a presentation on the proposed design concept for the new Concourse A location.

For the combined costs of the two locations and the six-year reimbursement term, HMSHost has agreed to an annual reimbursement amount not to exceed $400,000, with a true-up mechanism to be applied during the final guaranteed year of the agreement.

Ms. O'Connor moved to approve the advancement of construction of Dunkin' concession based upon a revised estimate in the total amount of NTE $1,474,860.06 for Dunkin' and NTE $1,000,000 for Concourse A location. The motion was adopted unanimously.

11. Authorization of Change Orders

11.1 Change Order 22: Authorization to Award Contract Change Order #22 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.

Mr. LaClair requested authorization to Award Contract Change Order No. 22 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC in the amount of $88,507.

He advised this Change Order request includes the extension of the generator rental from January to October of 2026, and installation of storm and sewer line sleeves in the East Mat Slab of the Terminal Foundation of the unknown 4" dia. sanitary sewer line.

Mr. Hicks moved to approve Change Order No. 22 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC in the amount of $88,507. The motion was adopted unanimously.

11.2 Change Order 15: Authorization to Award Contract Change Order No. 15 to

Construction Contract 21-1082-INT STR for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.

Mr. LaClair recommended authorization to award Change Order No. 15 to Construction Contract 21-1082-INT STR for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC. in a amount of $43,655.

He advised this Change Order work includes the construction of temporary duck work for baggage cooling, existing skylight repairs on the south end, reconfiguration of the duct work in the Level 3 Admin space, and increasing the walls beneath the parking garage stairs to a two-hour fire rating.

Mr. Iselin moved to approve Change Order No. 15 to Construction Contract 21-1082-INT STR for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC. in the amount of $43,655. The motion was adopted unanimously.

11.3 Construction Contract: Authorization of Change Order #12 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC.

Mr. LaClair requested authorization of Change Order No. 12 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC in the amount of $76,124. He advised this change order is a balance order which contains both additional costs and credits to complete the project.

The change order cost work includes unforeseen sprinkler tie in work on the first floor to allow the entire system to function properly, removal and replacement of VAV-14 and associated hot water coil, as well as additional work to the soffits, lighting and column covers adjacent to the CNBC store to match the rest of the corridor.

Credits included in the change order include reuse of the existing handrail on the staircase, reduced scope along the existing brick wall and office spaces on level one.

Ms. O'Connor moved for approval of Change Order No. 12 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC in the amount of $76,124. The motion was adopted unanimously.

11.4 Construction Contract: Authorization to Award Change Order No. 1 to Contract 1162-GC for RW 1-19 Rehabilitation and Lighting Upgrades to Callanan Industries, Inc.

Mr. LaClair recommended authorization to award Change Order No. 1 to Contract 1162-GC for RW 1-19 Rehabilitation and Lighting Upgrades to Callanan Industries, Inc. for the addition of 60 calendar days to the original contract time.

He advised this is a no cost, time extension only Change Order. This Change Order is for the addition of 60 calendar days to the original contract time. The contractor will use some of the removed asphalt (millings) to construct the south

perimeter road to complete a full perimeter road inside the SIDA area. Their work on the perimeter road was held up due to the Army Corp. of Engineers delaying the issuance of a wetland permit.

Mr. Iselin moved to approve Change Order No. 1 to Contract 1162-GC for RW 1-19 Rehabilitation and Lighting Upgrades to Callanan Industries, Inc. for the addition of 60 calendar days to the original contract time. The motion was adopted unanimously.

11.5 Construction Contract: Authorization of Change Order #1 for Construction Contract 1257-GC for Level 2 Bathrooms and 7th Lane TSA

Mr. LaClair recommended authorization to award Change Order No. 1 for Construction Contract 1257-GC for Level 2 Bathrooms and 7th Lane TSA in the amount of $10,104.

He advised this change order includes various coordination modifications with the Departure Hall project such as additional window film in the vending area, flooring update in the TSA storage area, as well as signage, lighting and wall fixture updates. This change order also includes credits due to reduction of scope as directed by ACAA such as Low Voltage Security System and Floor Drain Sb infills.

Mr. Hicks moved to approve Change Order No. 1 for Construction Contract 1257-GC for Level 2 Bathrooms and 7th Lane TSA in the amount of $10,104. The motion was adopted unanimously.

12. Authorization of Federal and State Grants

12.1 Grant Agreement: Amended Authorization to Accept Federal and State Grants – Terminal Expansion Project

Ms. Quinn recommended authorization to accept both federal and state grant funding for the Terminal Expansion Project. This grant is awarded through BIL-AIG funding for the FAA's Fiscal Years 2022-2025. The funding split is 90% federal, 5% state and 5% local.

The project is described as: Terminal Building Improvements – Reconstruct 60,000 square feet of existing Terminal Building including construction of main entrance, lobby, security, baggage and exterior areas, canopies, sidewalks, and HVAC – Phase 1 Construction.

The Grant Amount is: $21,915,184.00 – FAA 90%; $ 1,217,511.00 – NYSDOT 5%; $ 1,217,510.00 – ACAA 5%; for a total of $24,350,205.00 – Total

Ms. O'Connor moved to accept both federal and state grant funding for the Terminal Expansion Project. This grant is awarded through BIL-AIG funding for the FAA's Fiscal Years 2022-2025. The funding split is 90% federal, 5% state and 5% local in the amounts of $21,915,184.00 – FAA 90%; $

1,217,511.00 – NYSDOT 5%; $ 1,217,510.00 – ACAA 5%; for a total of $24,350,205.00 – Total. The motion was adopted unanimously.

12.2 Grant Agreement: Amended Authorization to Accept Federal and State Grants – General Aviation Rehabilitation Project

Ms. Quinn recommended authorization to accept both federal and state grant funding for the General Aviation Rehabilitation Project. This grant is awarded through the Bipartisan Infrastructure Law funding source for the FAA's Fiscal Year 2022-2025. The funding split is 90% federal, 5% state and 5% local.

The project is described as: Construct a new 1,900 square yard public use deicing pad including associated equipment – Design & Construction. Reconstruct 22,500 square yards of the existing General Aviation Apron (99.5% eligible) – Design & Construction. Rehabilitate 35,600 square yards of existing General Aviation Apron (94.8% eligible) – Design & Construction.

The Grant Amount is : $12,936,210.00 – FAA 90%; $718,679.00 – NYSDOT 5%; $718,678.00 – ACAA 5%; for a total of $14,373,567.00

Mr. Iselin moved to accept both federal and state grant funding for the General Aviation Rehabilitation Project. This grant is awarded through the Bipartisan Infrastructure Law funding source for the FAA's Fiscal Year 2022-2025. The funding split is 90% federal, 5% state and 5% local.in the amounts of $12,936,210.00 – FAA 90%; $718,679.00 – NYSDOT 5%; $718,678.00 – ACAA 5%; for a total of $14,373,567.00. The motion was adopted unanimously.

13. Informational - None

Old Business: None

New Business: None

Executive Session - Attorney-Client Privilege Matters

Mr. Iselin made a motion to go into executive session at 9:55 a.m. to discuss:

ES-1 Matter Involving a Particular Corporation

ES-2 Matter Involving a Particular Individual

There was no action being taken and no further business, the meeting was adjourned at 11:15 a.m.

ALB ALBANY
INTERNATIONAL AIRPORT

ALBANY COUNTY AIRPORT AUTHORITY
REGULAR MEETING
AGENDA
August 17, 2026

General:

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

   Regular Meeting – July 13, 2026

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

3A. Reports of Committees

- **CIC**

Reports:

4. **Chief Operating Officer**
   - **Main Terminal Expansion Update**
5. **Chief Financial Officer**
6. **Project Development**
   - **Concourse A Update**

6 B. Planning

7. **Counsel**
8. **Concessions/Ambassador Program**
9. **Public Affairs**

9 A. Art & Culture Program

Action Items:

10. **Authorization of Contracts, Leases, Contract Negotiations, Contract Amendments and Action Items**

    10.1 **Contract No. SC-1096 - Purchase Order for General Construction Services to Sam Greco Construction, Inc.; Duncan & Cahill Inc.; and Rosch Brothers, Inc.**

    10.2 **Purchase Order for Window Washing Window Washing Services; Preferred Source NYSID**

    10.3 **Contract No. 1261-GC - Wayfinding & Signage Improvements with SSC Signs & Lighting**

    10.4 **Contract No. 1281-GC - Cell Phone Lot Expansion with James H. Maloy, Inc.**

    10.5 **Contract No. 1282-GC - E Lot Rehabilitation with New Castle Paving**

    10.6 **Contract No. 1283-GC - Asphalt Paving to New Castle Paving**

    10.7 **Purchase Order No. 3 for Departure Hall Lounge Toilet Rooms and TSA 7th Lane with C&S Construction (Construction Administration)**

    10.8 **Intentionally left blank.**

    10.9 **Amendment No. 2 to Contract No. SC-22-1128 Security Guard Services with Premium Investigations**

    10.10 **Intentionally left blank.**

    10.11 **BETA Full Charging Station and BETA Mini-Cube Charging Station**

    10.12 **Advance construction of Dunkin' concession based upon a revised estimate of the costs which are higher than those stated in the letter agreement between Albany County Airport Authority and HMS Host International, Inc. dated May 24, 2024. In addition, staff is seeking authorization to advance the Concourse A food & beverage concession based upon current estimates.**

11. **Authorization of Change Orders**

    11.1 **Change Order No. 22: Authorization to Award Contract Change Order #22 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC**

    11.2 **Change Order No. 15: Authorization to Award Contract Change Order No. 15 to Construction Contract 21-1082-INT STR for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.**

11.3 Authorization of Change Order No. 12 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC.

11.4 Authorization of Change Order No. 1 for Construction Contract 1162-GC for Runway 1-19 Rehabilitation & Lighting Upgrades to Callanan Industries, Inc..

11.5 Authorization of Change Order No. 1 to Construction Contract 1257-GC for New Restrooms on New Build and TSA 7th Lane to VRH Construction Corp.

12. Authorization of Federal and State Grants

12.1 Amended Authorization to Accept Federal and State Grans – Terminal Expansion Project

12.2 Amended Authorization to Accept Federal and State Grants – General Aviation Rehabilitation Project

13. Informational - None

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters

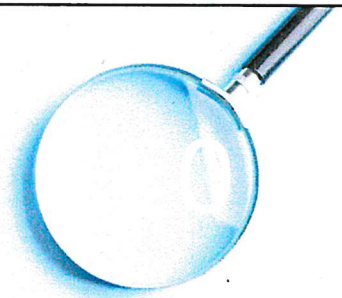
ES-1 Matter Involving a Particular Corporation

ES-2 Matter Involving a Particular Individual



1

CEO'S REPORT



ALB

2

COO'S REPORT

Main Terminal Expansion Update



ALB

3

MAIN TERMINAL EXPANSION

Project Milestones:

Completed:

- Roll-up security shutters at TSA checkpoint
- High ceilings in ticketing area



ALB

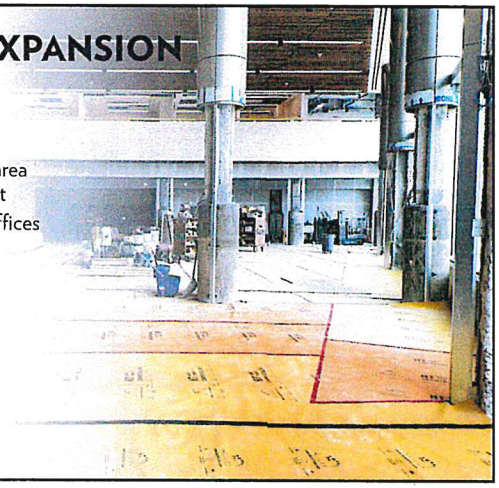
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MAIN TERMINAL EXPANSION

Project Milestones:

Scheduled for October 1st:

- Expand Departure Hall queuing area by an additional 2,000 square feet
- Install glass by 3rd Floor ACAA offices
- Completion of Low Ceilings in ticketing area
- Installation of escalator railings



ALB

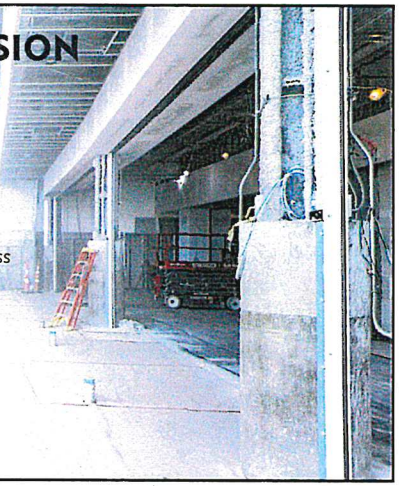
5

MAIN TERMINAL EXPANSION

Project Milestones:

Scheduled for December 1st:

- Curbside vestibule enhancements
- Sliding doors added to North Parking Garage vestibules
- Completion of Elevators #4 and #5, with access to North Garage
- Installation of TSA digital banner

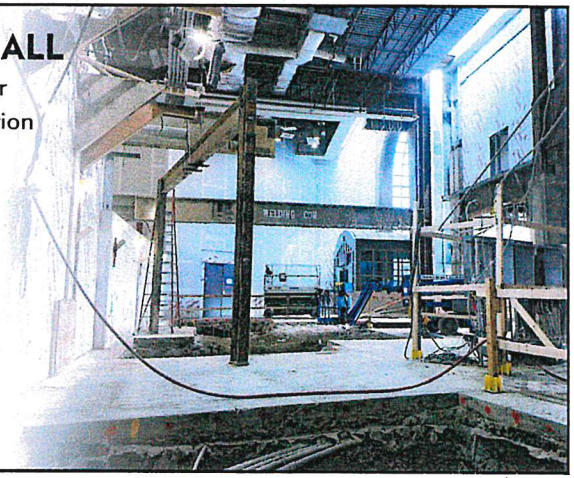


ALB

6

DEPARTURE HALL

Foundations Poured for Second-Floor Connection

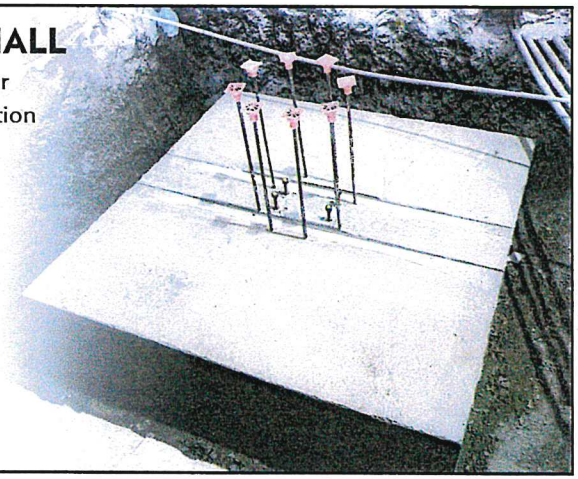


ALB

7

DEPARTURE HALL

Foundations Poured for Second-Floor Connection



ALB

8

DEPARTURE HALL

Mobilization for Installation of Steel Support Columns



ALB

9

DEPARTURE HALL

Mobilization for Installation of Steel Support Columns



ALB

10

DEPARTURE HALL

Exterior Work Continues:
West Side



ALB

11

DEPARTURE HALL

Exterior Work Continues:
West Side



ALB

12

DEPARTURE HALL

Exterior Work Continues:
East Side



ALB

13

DEPARTURE HALL

Covered Roadway Ceiling Installation



ALB

14

DEPARTURE HALL

Covered Roadway Ceiling Installation



ALB

15

DEPARTURE HALL

Restroom Construction

Scheduled Completion: September 1st



ALB

16

DEPARTURE HALL

Restroom Construction

Remaining Work:

- Installation of suspended ceilings
- Completion of tile work
- Punch List Items



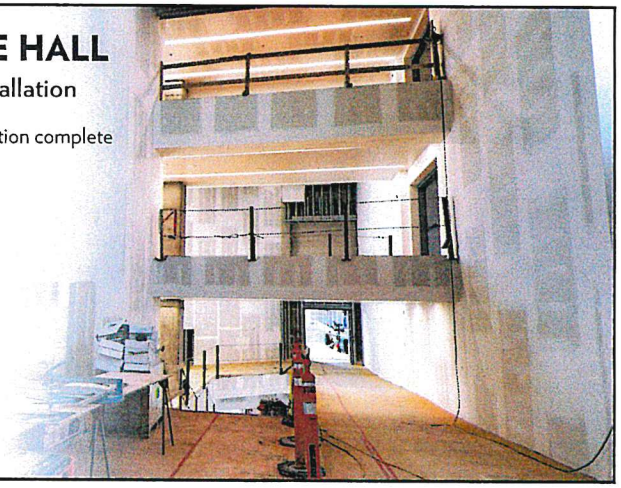
ALB

17

DEPARTURE HALL

Terrazzo Floor Installation

- Second Floor installation complete



ALB

18

DEPARTURE HALL

Terrazzo Floor Installation

- Second Floor installation complete
- Metal railings to be installed in Mid-October
  Space to be painted by Mid-October



ALB

19

DEPARTURE HALL

Terrazzo Floor Installation

- First Floor near North Garage scheduled completion by August 21st



ALB

20

ESSENTIALS @ ALB

Store Opened July 24th



ALB

21

ESSENTIALS @ ALB

Store Opened July 24th



ALB

22

ESSENTIALS @ ALB

Store Opened July 24th



ALB

23

ALB

ALBANY

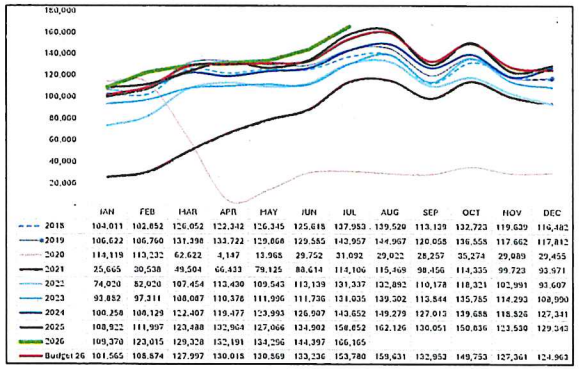
INTERNATIONAL AIRPORT

FINANCIAL REPORT

June 2026

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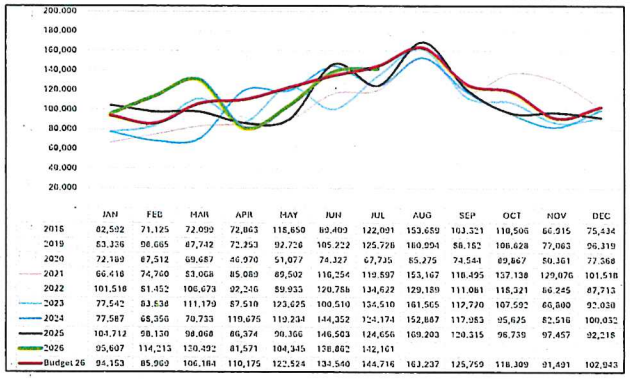
Monthly Enplanements



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Annual
2018	104,011	102,852	126,052	122,342	126,345	125,618	137,983	139,529	113,129	132,723	119,639	116,482	1,466,706
2019	106,622	106,760	131,398	133,722	129,668	129,585	142,957	144,967	120,058	136,558	117,662	117,812	1,518,969
2020	114,119	113,232	62,622	4,147	13,968	29,752	31,092	29,922	28,257	35,274	29,089	29,455	520,029
2021	25,665	30,538	49,504	66,433	79,125	88,614	114,106	115,468	98,456	114,335	99,723	93,971	975,939
2022	74,020	82,920	107,454	113,430	109,543	113,139	131,337	132,892	110,178	118,321	102,991	93,607	1,288,932
2023	93,882	97,311	108,087	110,376	111,996	111,736	131,035	139,302	113,844	135,785	114,293	108,990	1,376,639
2024	100,258	100,129	122,407	119,477	123,993	126,987	143,652	149,279	127,013	139,688	118,326	127,341	1,507,130
2025	108,922	111,997	123,488	132,904	127,066	134,902	158,652	162,126	130,051	150,836	123,530	129,343	1,594,077
2026	109,370	123,015	129,328	152,191	134,296	144,397	166,165						
Budget 26	101,565	108,874	127,997	130,018	120,369	133,236	153,780	159,431	132,952	149,753	127,361	124,963	

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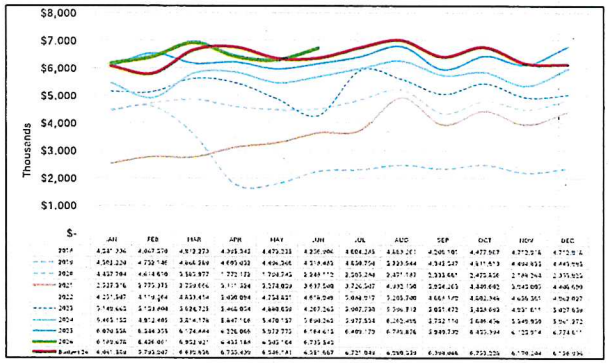
Monthly Jet A FBO only (gallons)



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Annual
2018	82,582	71,125	72,090	72,863	118,650	80,409	122,091	153,659	103,321	110,506	86,915	75,434	996,302
2019	83,336	98,665	87,742	72,253	92,728	105,222	125,726	180,094	88,182	106,628	77,063	96,319	1,158,694
2020	72,189	87,512	69,687	46,970	51,077	74,327	67,735	85,275	74,544	89,867	50,361	77,368	1,217,080
2021	66,416	74,760	53,068	85,089	89,502	116,254	119,597	153,167	118,495	157,138	129,076	101,518	876,912
2022	101,516	81,452	106,673	92,246	89,935	120,786	134,622	129,189	111,081	118,321	86,245	87,713	1,274,382
2023	77,542	83,836	111,179	87,510	123,025	100,510	134,510	161,505	112,720	107,592	86,800	92,038	1,259,781
2024	77,587	68,356	70,733	119,675	119,234	144,352	124,174	152,887	117,983	95,625	82,516	100,052	1,279,421
2025	104,712	98,130	98,068	86,374	90,366	146,503	124,656	169,203	120,315	98,739	97,457	92,218	1,266,446
2026	95,607	114,215	120,492	81,571	104,345	138,882	142,161						1,324,744
Budget 26	94,153	85,969	106,184	110,175	122,524	133,540	144,716	161,237	125,759	118,309	91,491	102,943	

26

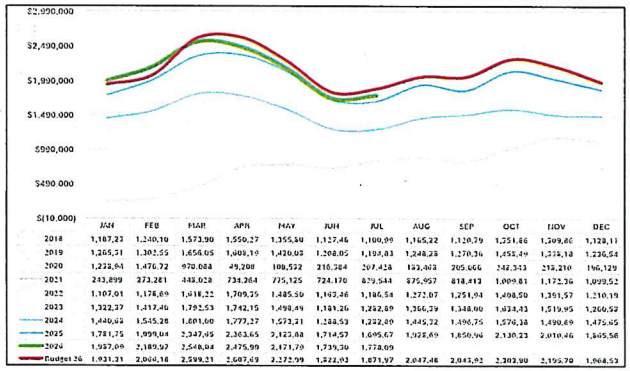
Operating Revenue (including FBO)



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018	4,587,336	4,667,578	4,912,373	4,765,342	4,475,231	4,826,096	4,604,245	4,463,261	4,206,190	4,477,967	4,272,574	4,272,814
2019	4,582,224	4,732,740	4,944,364	4,693,432	4,606,245	4,574,405	4,638,754	5,233,544	4,343,547	4,617,453	4,494,431	4,643,593
2020	4,437,784	4,414,478	3,563,972	1,772,123	1,724,542	2,348,775	2,565,244	2,457,743	2,333,447	2,472,826	2,236,268	2,335,925
2021	2,537,376	2,775,373	2,729,656	3,117,384	3,274,824	3,437,548	3,726,547	4,492,158	3,954,263	4,449,642	3,943,680	4,446,509
2022	4,231,547	4,179,764	4,633,414	3,496,894	4,258,827	4,674,049	5,044,917	5,265,308	4,666,572	4,682,346	4,436,361	4,562,807
2023	5,149,443	5,153,694	5,626,728	5,446,854	4,848,636	4,267,245	5,067,238	5,596,712	5,051,472	5,434,693	4,937,611	5,407,636
2024	5,445,152	4,872,485	5,874,576	5,647,168	5,470,137	5,694,243	5,977,334	6,242,455	5,732,774	5,684,454	5,549,958	5,947,372
2025	6,870,356	6,344,355	6,724,444	4,326,865	5,572,772	6,164,413	6,499,179	6,791,876	5,949,730	6,455,394	6,122,574	6,774,611
2026	6,749,676	6,424,061	6,952,927	6,453,184	6,545,164	6,735,342						
Budget 26	6,461,358	5,793,547	6,615,636	6,755,439	6,548,741	6,581,467	6,727,844	6,599,539	6,398,446	6,753,226	6,179,284	6,736,936

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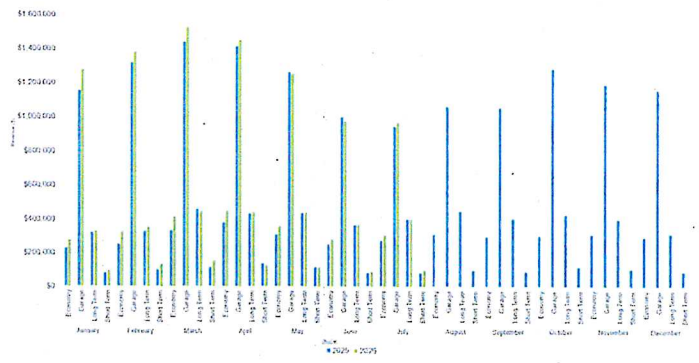
Parking Revenues



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018	1,187,23	1,240,10	1,573,90	1,550,27	1,355,50	1,127,46	1,100,99	1,165,22	1,120,79	1,251,86	1,209,80	1,128,11
2019	1,265,31	1,302,55	1,656,05	1,408,19	1,420,03	1,208,05	1,198,83	1,248,28	1,270,34	1,458,49	1,378,18	1,236,54
2020	1,228,84	1,476,72	970,688	49,208	109,532	210,384	207,428	180,468	205,666	242,343	218,210	196,129
2021	243,899	273,281	448,028	738,264	775,125	724,170	879,544	875,957	818,413	1,009,81	1,172,36	1,099,52
2022	1,107,01	1,178,69	1,618,22	1,709,35	1,485,50	1,167,46	1,186,54	1,272,07	1,251,94	1,498,50	1,361,57	1,210,19
2023	1,322,37	1,417,46	1,791,53	1,742,15	1,498,49	1,181,26	1,232,69	1,366,29	1,348,00	1,624,43	1,519,95	1,260,52
2024	1,440,66	1,515,28	1,801,60	1,777,27	1,573,21	1,288,53	1,232,00	1,445,22	1,496,75	1,574,18	1,490,69	1,475,65
2025	1,781,75	1,999,04	2,347,45	2,363,65	2,123,88	1,714,57	1,695,67	1,928,69	1,850,94	2,130,23	2,010,46	1,845,58
2026	1,987,09	2,189,92	2,548,04	2,475,99	2,471,78	1,739,36	1,778,09					
Budget 26	1,931,31	2,006,16	2,599,21	2,607,69	2,272,99	1,822,93	1,871,97	2,047,48	2,043,92	2,303,90	2,196,70	1,968,53

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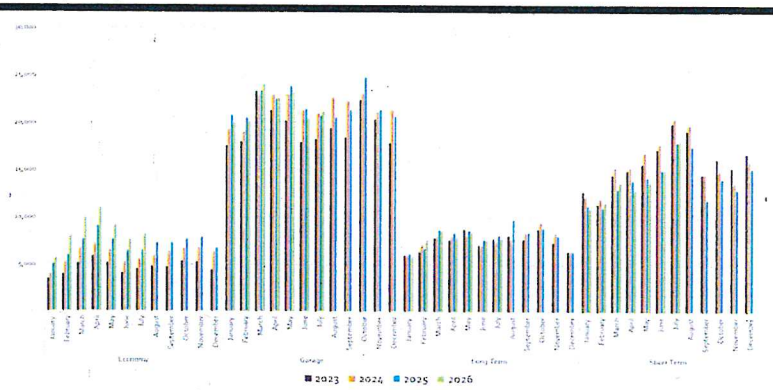
Monthly Parking Revenues by Lot 2025 & 2026



Monthly Financial Report 29

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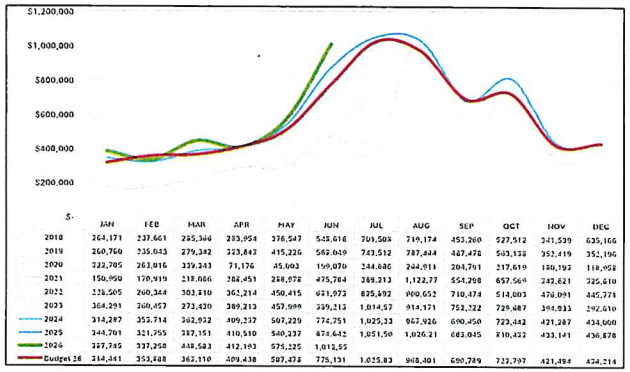
Monthly Parking Lot Count 2023-2026



Monthly Financial Report 30

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Rental Car Revenues

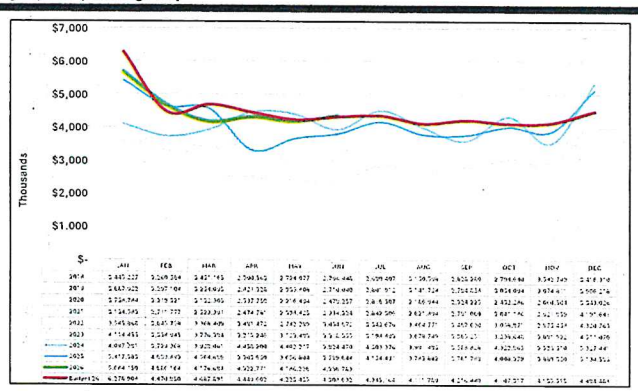


	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018	264,171	237,661	285,366	283,958	376,547	548,616	701,508	719,174	453,260	527,512	341,539	635,166
2019	260,760	335,043	279,342	323,843	415,226	562,049	743,512	787,444	487,478	503,138	352,419	352,196
2020	222,705	263,016	339,343	71,176	45,003	199,070	344,886	244,911	204,701	217,619	180,192	118,958
2021	150,950	170,919	218,066	268,451	268,078	475,784	389,213	1,122,77	554,298	657,569	242,621	325,610
2022	228,505	260,364	303,810	361,214	450,415	681,973	825,492	900,652	710,474	514,003	476,091	445,771
2023	304,291	360,457	273,430	389,213	457,999	559,213	1,014,57	914,171	753,722	729,487	394,933	392,610
2024	314,287	353,714	362,932	409,237	507,229	774,751	1,025,33	967,926	690,450	723,442	421,287	434,600
2025	344,701	321,755	387,151	410,510	540,237	676,642	1,051,50	1,026.21	683,045	710,432	433,141	436,878
2026	287,745	337,258	448,583	412,193	575,225	1,012,55						
Budget 26	314,441	353,848	362,110	409,438	507,478	775,131	1,025.83	968,401	690,789	722,797	421,494	434,214

Monthly Financial Report 31

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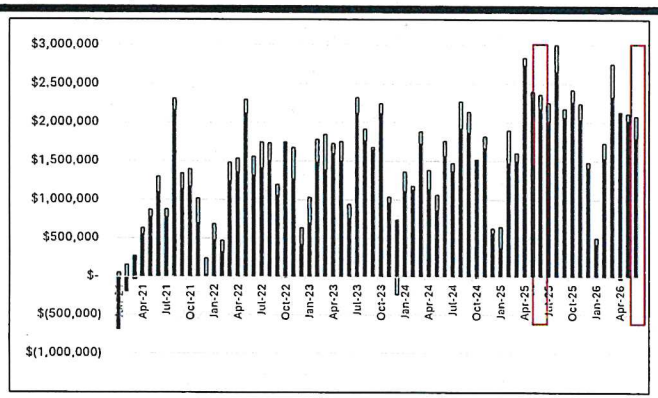
Operating Expense (including FBO)



Monthly Financial Report 32

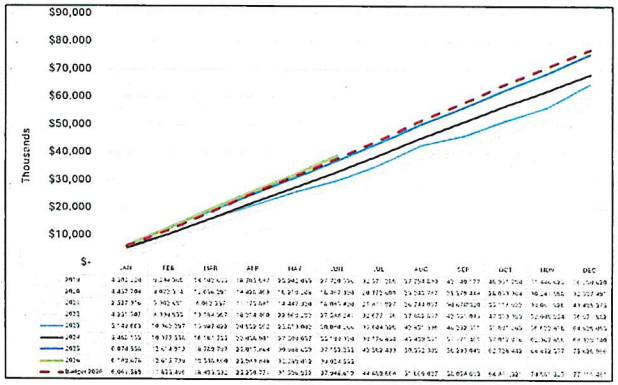
32

Operating Net Profit, Airport and FBO



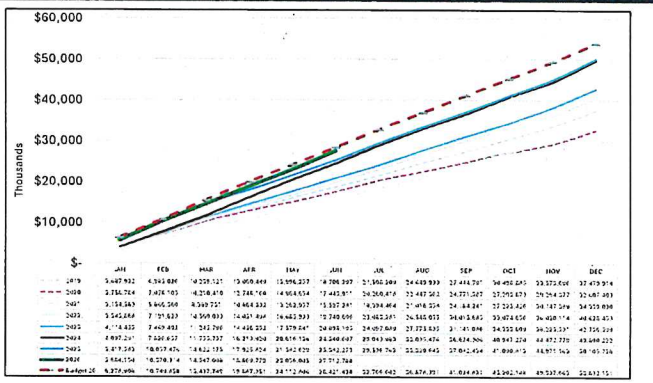
33

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



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YTD Operating Expense vs. YTD Budget (including FBO)



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Line of Credit Draws

Line of Credit Activity

	Draw Date	Amount	Repayment Date	Partial Repayment Amount	Partial Repayment Date	Partial Repayment Amount	Partial Repayment Date	Current LOC Balance
LOC Draw 01	6-Mar-24	$ 934,161.73	12-Aug-24					
LOC Draw 02	6-Mar-24	761,816.97	2-Apr-24					
LOC Draw 03	20-Mar-24	959,655.24	6-Apr-24					
LOC Draw 04	9-May-24	2,192,305.12	1-Jul-24					
LOC Draw 05	9-May-24	1,285,737.69	1-Jul-24					
LOC Draw 06	14-Jun-24	2,566,697.15	2-Oct-24					
LOC Draw 07	14-Jun-24	2,337,750.23	2-Oct-24					
LOC Draw 08	22-Aug-24	4,055,372.75	10-Oct-24					
LOC Draw 09	15-Nov-24	3,159,332.20	10-Jan-25					
LOC Draw 10	23-Dec-24	1,554,653.15		293,829.45	15-Jul-25	1,260,823.70	14-Nov-25	
LOC Draw 11	10-Jan-25	1,045,137.25		197,531.03	15-Jul-25	847,606.72	14-Nov-25	
LOC Draw 11	10-Jan-25	1,667,596.47	27-Mar-25					
LOC Draw 12	27-Feb-25	875,236.80		165,418.76	15-Jul-25	709,817.04	14-Nov-25	
LOC Draw 12	27-Feb-25	1,342,431.04	18-Apr-25					
LOC Draw 13	5-Mar-25	1,104,266.22	18-Apr-25					
LOC Draw 13	5-Mar-25	1,366,011.17	18-Apr-25					
LOC Draw 14	28-Apr-25	618,447.81		116,886.64	15-Jul-25	501,561.17	14-Nov-25	
LOC Draw 14	28-Apr-25	579,232.10	2-Jun-25					
LOC Draw 15	12-May-25	391,833.11	2-Jun-25					
LOC Draw 15	12-May-25	937,919.23		177,266.73	15-Jul-25	760,652.50	14-Nov-25	
LOC Draw 16	26-May-25	896,225.85	15-Jul-25					
LOC Draw 16	26-May-25	1,059,420.41	14-Nov-25					
LOC Draw 17	23-Jun-25	326,556.42	4-Sep-25					
LOC Draw 17	23-Jun-25	1,442,159.62	14-Nov-25					
LOC Draw 18	4-Aug-25	448,729.65	30-Oct-25					
LOC Draw 18	4-Aug-25	2,761,014.98	14-Nov-25					
LOC Draw 19	22-Sep-25	502,138.65	29-Dec-25					
LOC Draw 19	22-Sep-25	1,712,258.32	14-Nov-25					
LOC Draw 19	22-Sep-25	1,547,250.22	14-Nov-25					
LOC Draw 20	9-Dec-25	788,486.03	2-Feb-26					
LOC Draw 20	9-Dec-25	2,438,083.80	13-Apr-26					
LOC Draw 21	14-Jan-26	1,863,455.39	13-Apr-26					
LOC Draw 21	14-Jan-26	1,642,515.80	13-Apr-26					
	Outstanding					$ -		

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Airline Schedules

Albany International Airport
Airline and Direct Market Flights
For the week of August 16, 2026

AIRLINE	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Allegiant	2	5		1	3	3	
American	18	18	17	17	18	18	17
Avelo	1	1				1	
Breeze	2	2		1	2	2	1
Delta	9	9	9	9	9	9	6
Jet Blue	2	3	2	2	2	3	3
Southwest	11	10	10	10	10	10	11
United	9	9	9	9	9	9	9
	54	57	47	49	53	55	47

DIRECT MARKET	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Atlanta	3	3	3	3	3	3	2
Baltimore	4	4	4	4	4	4	4
Charleston	1	1			1	1	
Charlotte	4	3	3	3	3	3	3
Charlotte/Concord	1	1				1	
Chicago-Midway	3	3	3	3	3	3	2
Chicago-O'Hare	8	8	8	8	8	8	8
Dallas/Ft. Worth		1	1		1	1	1
Denver	2	2	2	2	2	2	2
Detroit	4	4	4	4	4	4	3
Fort Lauderdale	1	3	1	1	2	2	1
Ft. Myers				1			1
Myrtle Beach		1				1	
Nashville	1	2	1	1	1	2	1
New York LaGuardia	2	2	2	2	2	2	1
Orlando	3	2	2	2	2	2	4
Orlando/Sanford	1				1		
Philadelphia	6	6	5	6	6	6	6
Punta Gorda	1	1			1		
Raleigh Durham	1	1			1	1	
Sarasota Bradenton							
St. Petersberg		1		1		1	
Tampa							1
Washington/Dulles	4	4	4	4	4	4	4
Washington/Reagan	4	4	4	4	4	4	3
	54	57	47	49	53	55	47

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- Thank You

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ALBANY
INTERNATIONAL AIRPORT

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PROJECT DEVELOPMENT



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WAYFINDING & PARKING

- Apparent Low Bidder:



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WAYFINDING & PARKING

Project Scope

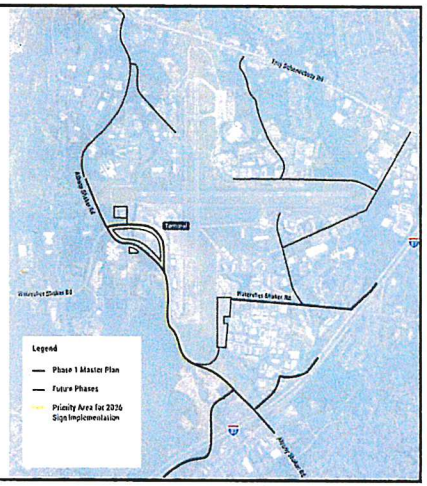
Phase 1
- Major Vehicular Routes and Priority Signs

Phase 2
- Remaining Major Vehicular Route Signs
- Secondary Roads
- Northern Airport Lands

Phase 3
- Parking Lots
- Garage Interior Signage

Phase 4
- Exterior Pedestrian Wayfinding

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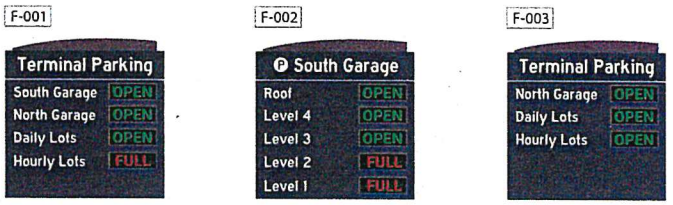
WAYFINDING & PARKING



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WAYFINDING & PARKING



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WAYFINDING & PARKING

Heritage Lot:
Laundry Facility Demolition



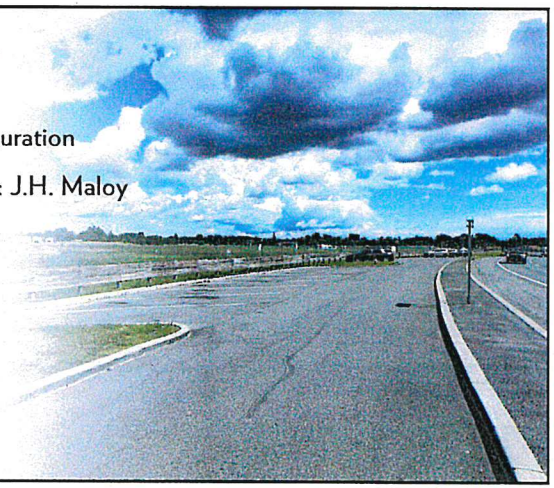
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WAYFINDING & PARKING

Cell Phone Lot Reconfiguration

- Apparent Low Bidder: J.H. Maloy



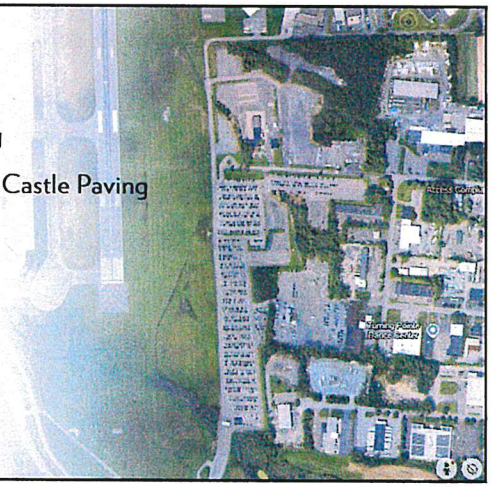
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WAYFINDING & PARKING

Economy Lot Parking & Paving

- Apparent Low Bidder: New Castle Paving

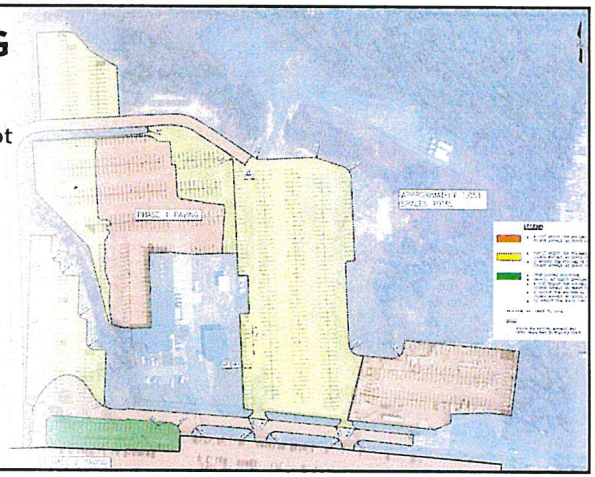


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WAYFINDING & PARKING

Phase 1: Economy Lot Parking & Paving



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WAYFINDING & PARKING

Phase 2: Economy Lot Parking & Paving



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WAYFINDING & PARKING

Phase 3: Economy Lot Parking & Paving

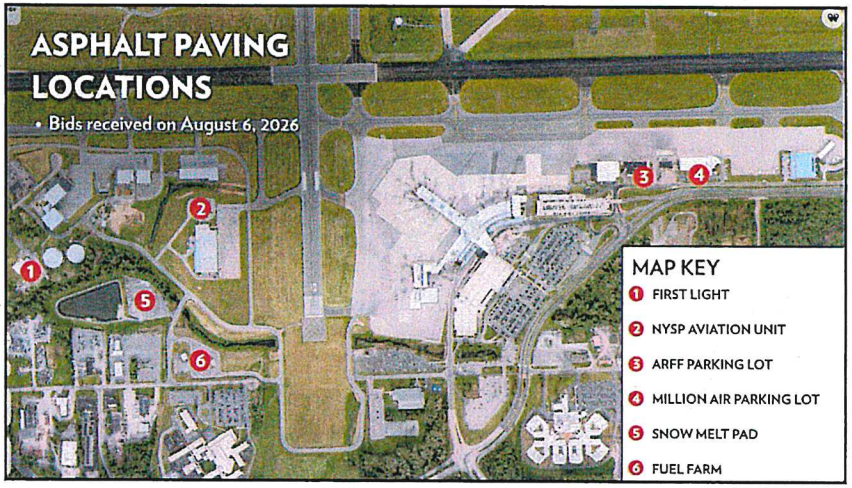


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ASPHALT PAVING LOCATIONS

- Bids received on August 6, 2026



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WAYFINDING & PARKING

Consolidated Freight Building

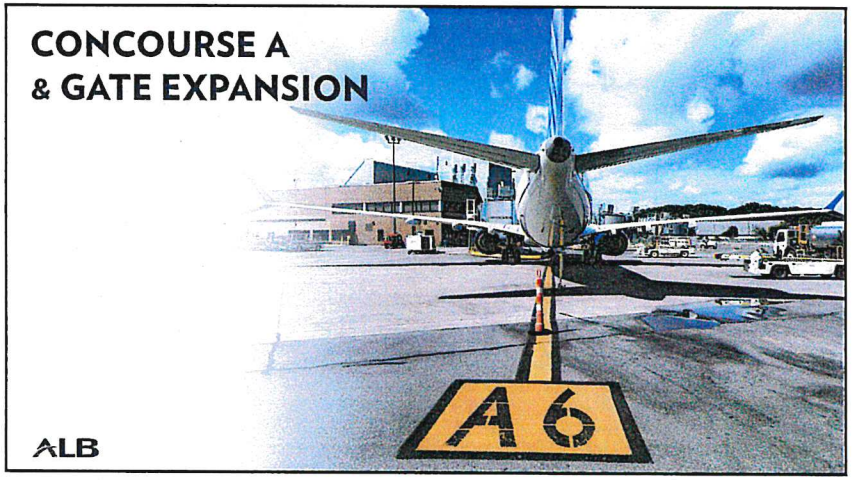
- Contractor: Duncan and Cahill



ALB

51

CONCOURSE A & GATE EXPANSION



ALB

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CONCOURSE A & GATE EXPANSION



ALB

53

CONCOURSE A & GATE EXPANSION

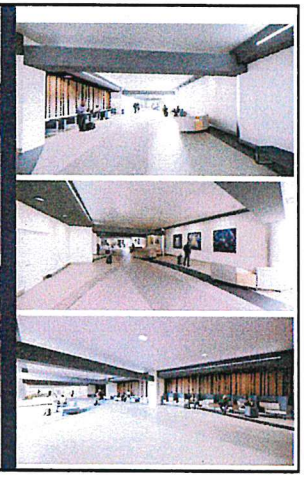


ALB

54

CONCOURSE A GUEST AMENITIES DESIGN CONCEPTS



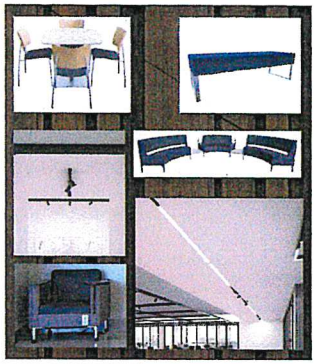


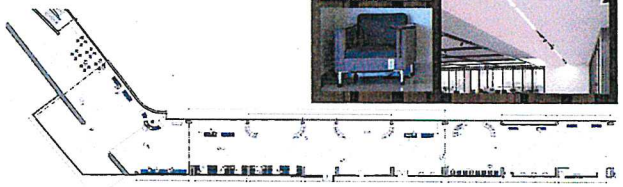
ALB

55

CONCOURSE A GUEST AMENITIES DESIGN CONCEPTS

- Existing furniture will be incorporated into the new design; some pieces to be reupholstered
- New seating and tables are identical to approved products ordered for new terminal construction
- New lighting will replace outdated track
- Lighting & electrical services will be managed in-house
- Products to be purchased through standard bid process



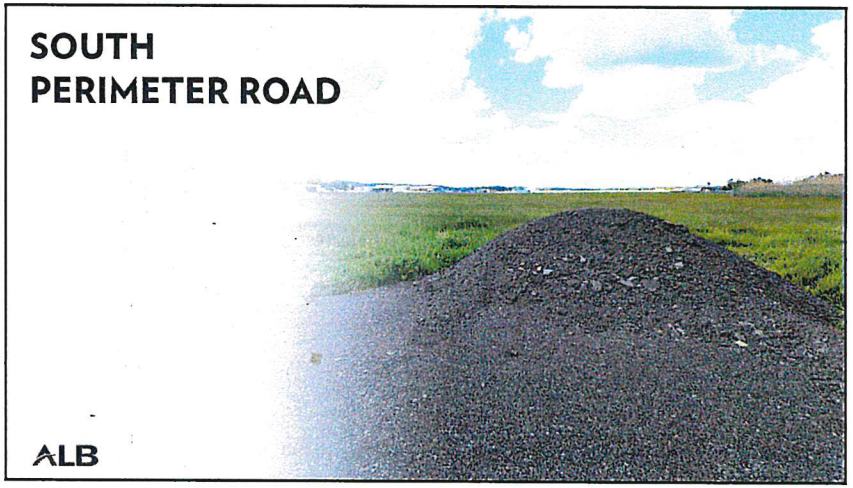


ALB

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TERMINAL ELEVATOR REPLACEMENT
Elevator #1 (North Garage)
ALB

57


SOUTH PERIMETER ROAD
ALB

58


GENERAL AVIATION APRON REHAB
ALB

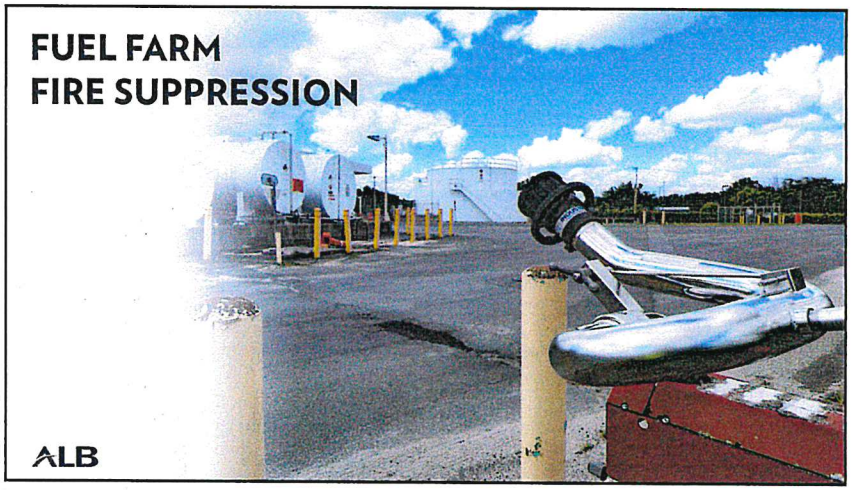
59


GENERAL AVIATION APRON REHAB
ALB

60


GENERAL AVIATION
APRON REHAB
ALB

61


FUEL FARM
FIRE SUPPRESSION
ALB

62

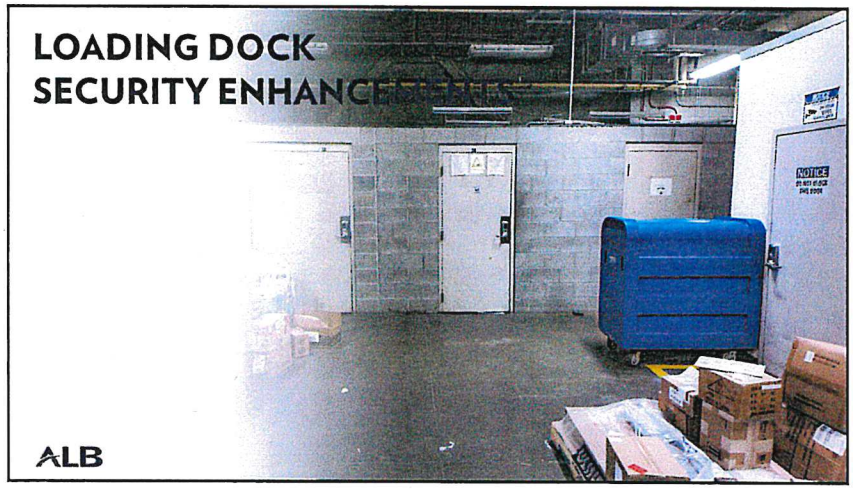

RUNWAY 1
MALSR LIGHTS
ALB

63


TRANSFORMER PROJECT
Paving Complete
ALB

64

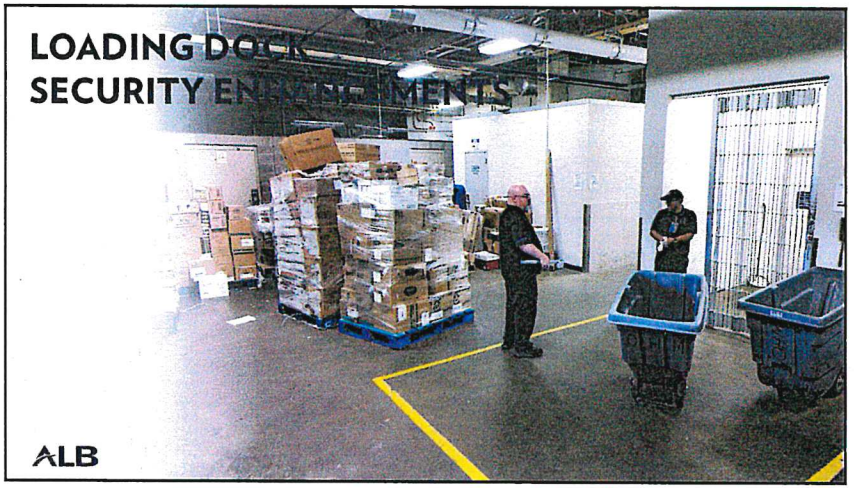
LOADING DOCK SECURITY ENHANCEMENTS



ALB

65

LOADING DOCK SECURITY ENHANCEMENTS

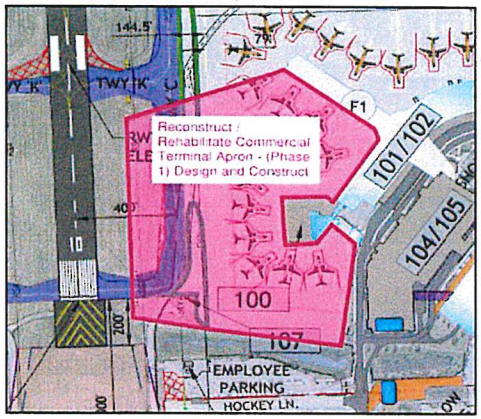


ALB

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MAIN TERMINAL APRON DESIGN

- Currently in design phase
- Construction in 2027



ALB

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AIRPORT PLANNING

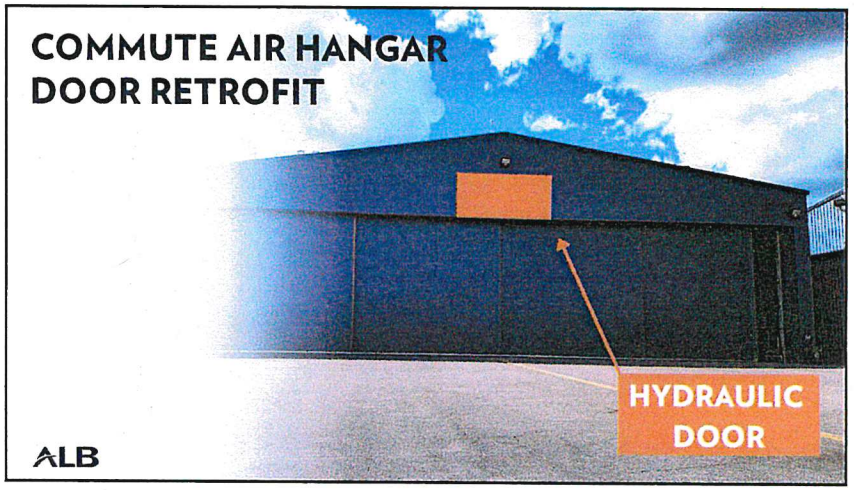


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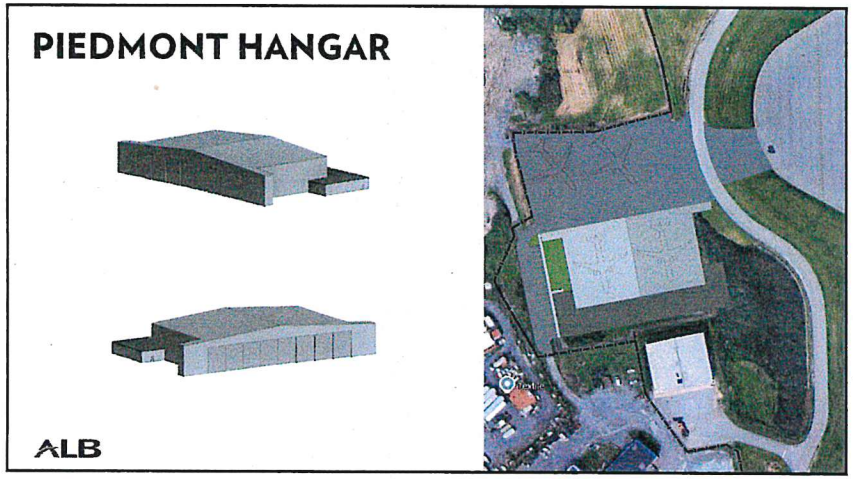
68


COMMUTE AIR HANGAR
DOOR RETROFIT
ALB

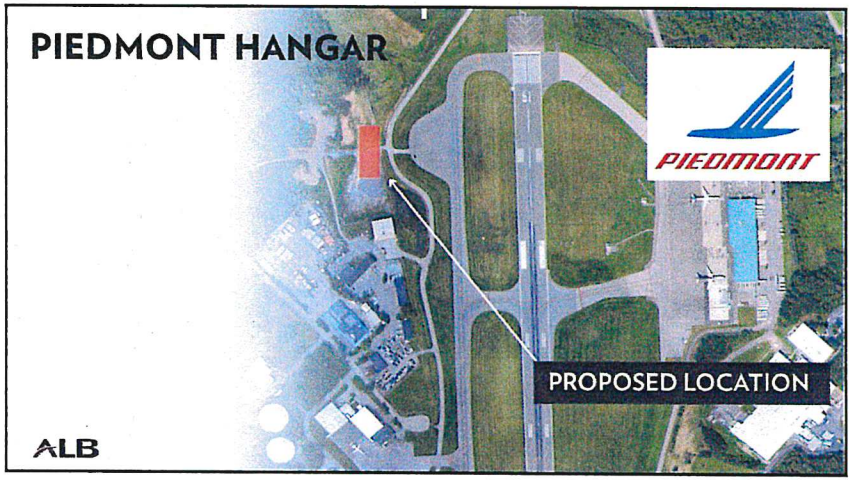
69


COMMUTE AIR HANGAR
DOOR RETROFIT
HYDRAULIC
DOOR
ALB

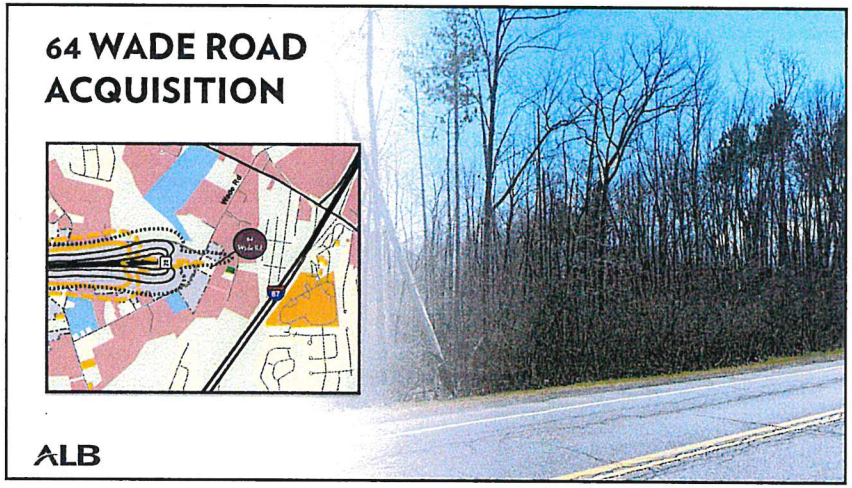
70


PIEDMONT HANGAR
ALB

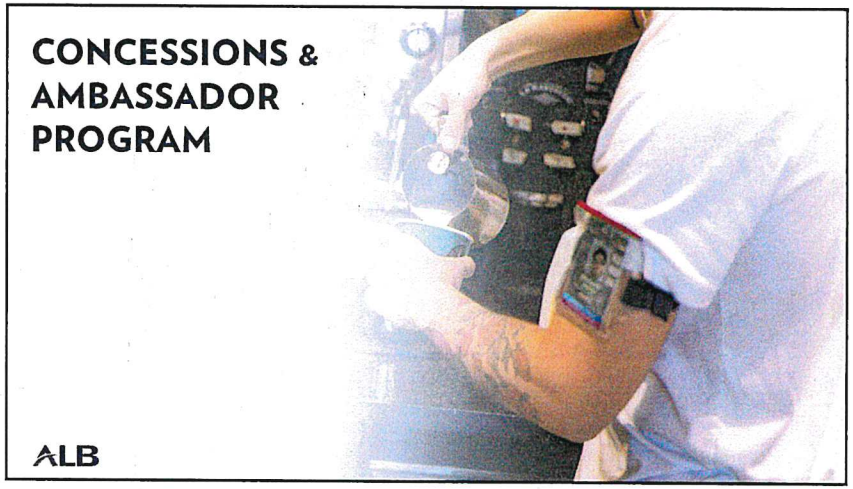
71


PIEDMONT HANGAR
PIEDMONT
PROPOSED LOCATION
ALB

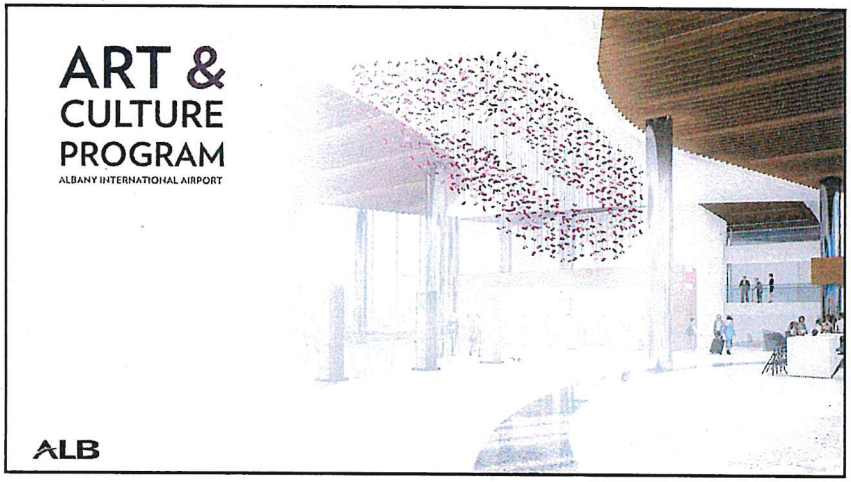
72


64 WADE ROAD
ACQUISITION
ALB

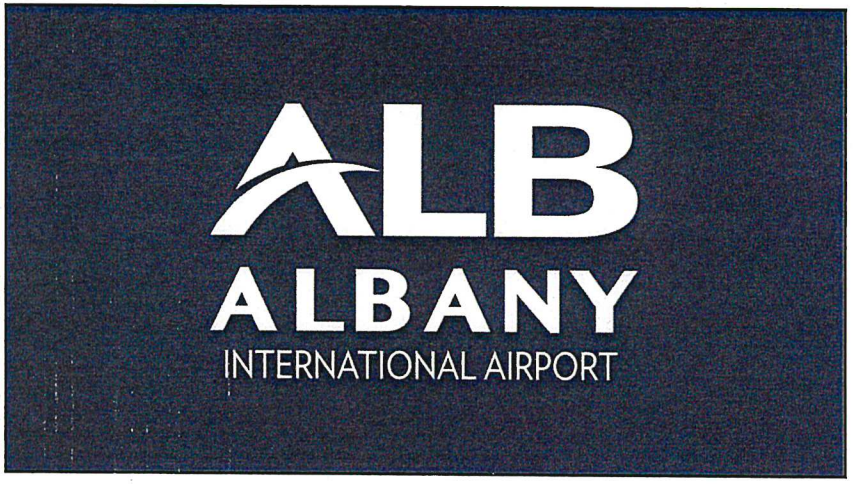
73


CONCESSIONS &
AMBASSADOR
PROGRAM
ALB

74

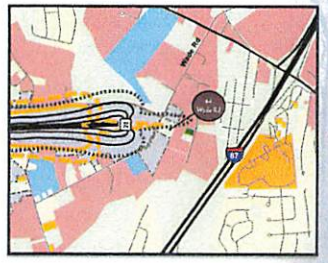

ART &
CULTURE
PROGRAM
ALBANY INTERNATIONAL AIRPORT
ALB

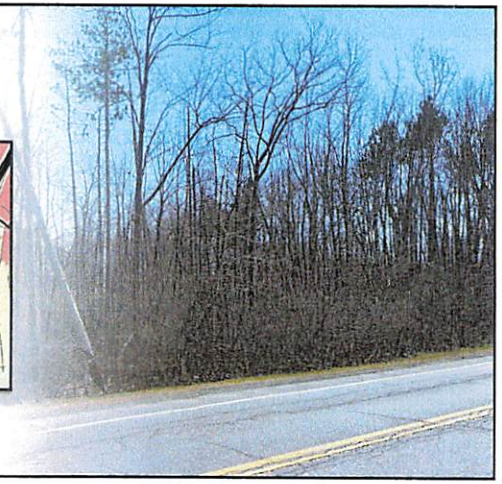
75


ALB
ALBANY
INTERNATIONAL AIRPORT

76

64 WADE ROAD ACQUISITION





ALB

73

CONCESSIONS & AMBASSADOR PROGRAM

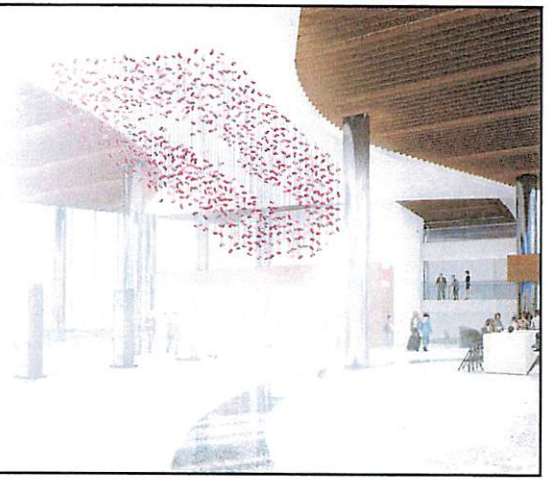


ALB

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ART & CULTURE PROGRAM

ALBANY INTERNATIONAL AIRPORT



ALB

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ALB

ALBANY

INTERNATIONAL AIRPORT

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AGENDA ITEM NO. 3

Communications and

Report of Chief Executive Officer

AGENDA ITEM NO. 4

Chief Operating Officer

AGENDA ITEM NO. 5

Chief Financial Officer

ALB

ALBANY

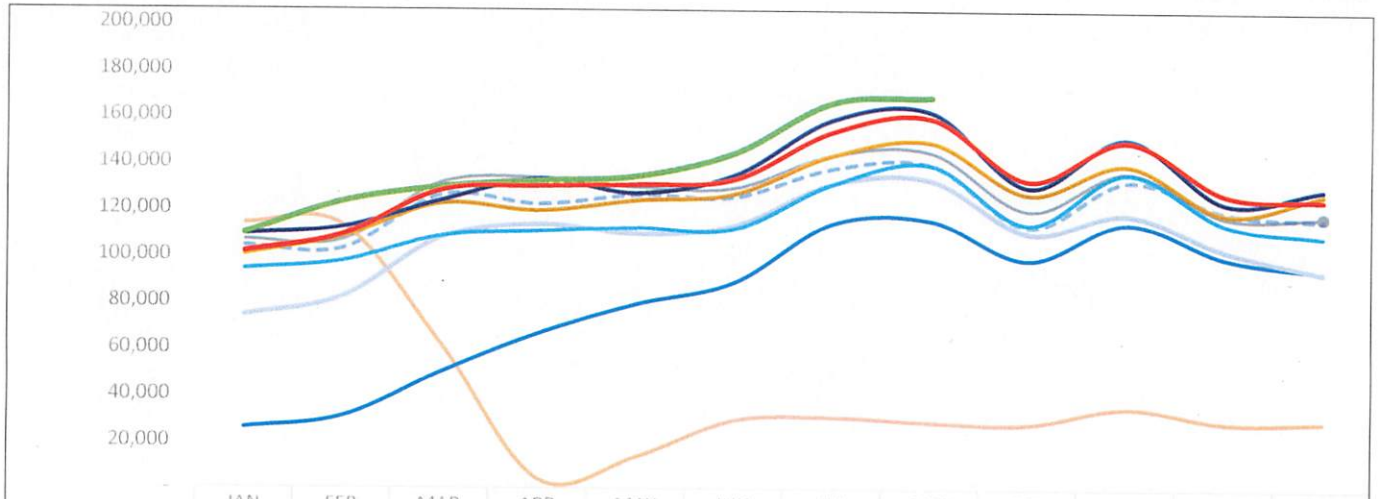
INTERNATIONAL AIRPORT

FINANCIAL REPORT

July 2026

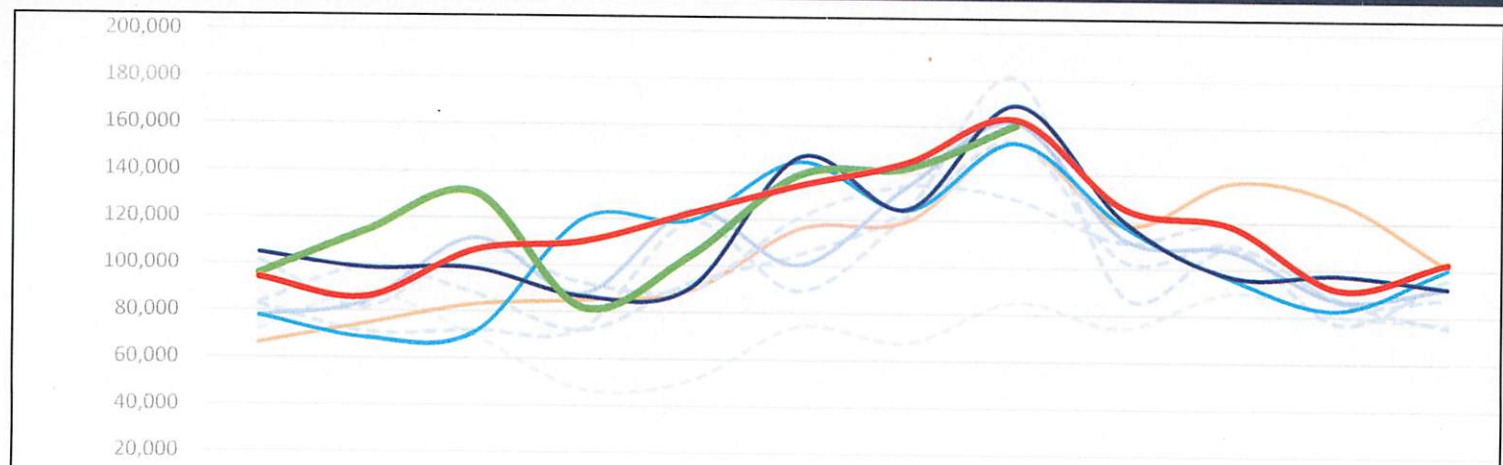
September 23, 2026

Monthly Enplanements



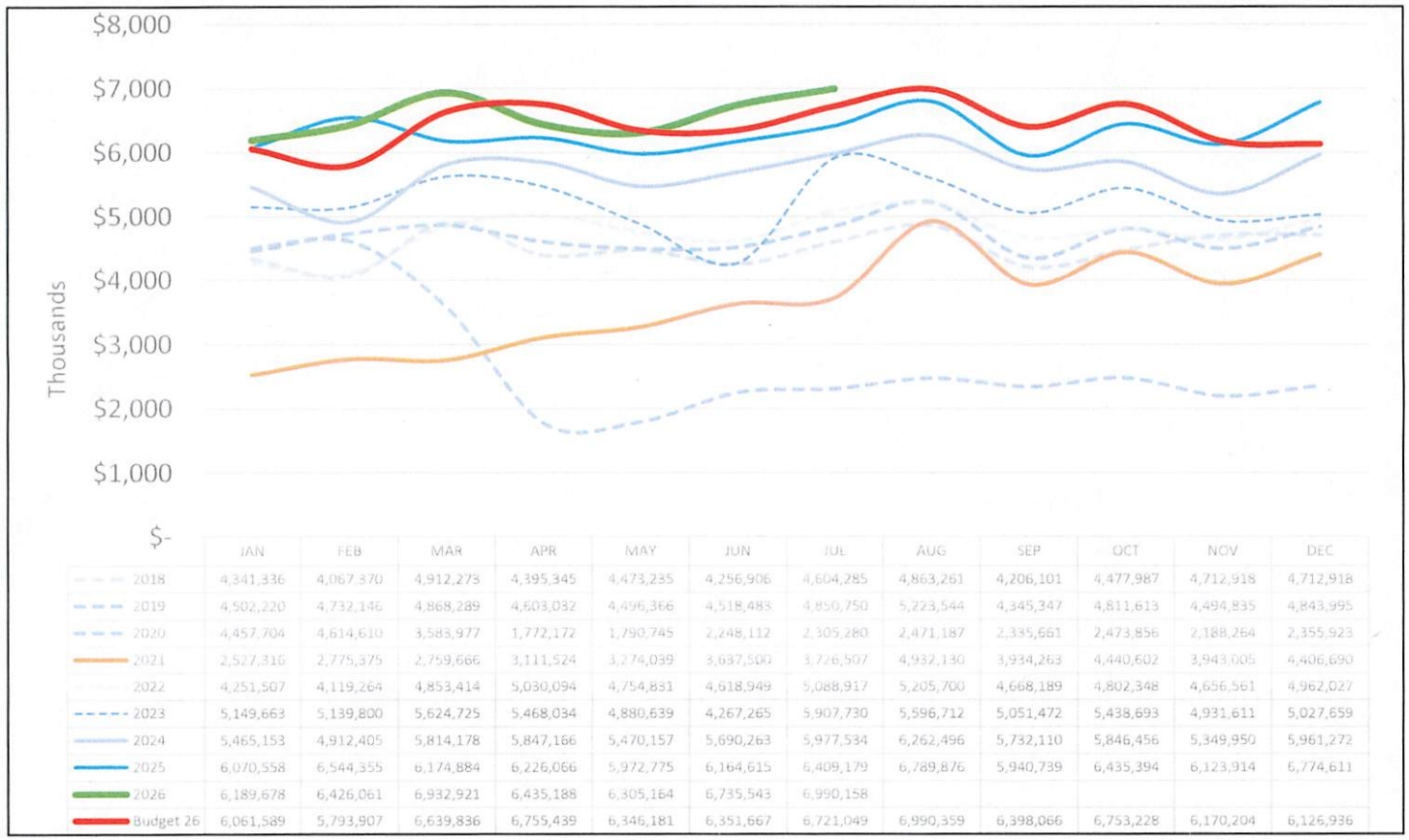
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Annual
2018	104,011	102,852	126,052	122,342	126,345	125,618	137,983	139,520	113,139	132,723	119,639	116,482	1,466,706
2019	106,622	106,760	131,398	133,722	129,868	129,585	143,957	144,967	120,058	136,558	117,662	117,812	1,518,969
2020	114,119	113,232	62,622	4,147	13,968	29,752	31,092	29,022	28,257	35,274	29,089	29,455	520,029
2021	25,665	30,538	49,504	66,433	79,125	88,614	114,106	115,469	98,456	114,335	99,723	93,971	975,939
2022	74,020	82,020	107,454	113,430	109,543	113,139	131,337	132,892	110,178	118,321	102,991	93,607	1,288,932
2023	93,882	97,311	108,087	110,378	111,996	111,736	131,035	139,302	113,844	135,785	114,293	108,990	1,376,639
2024	100,258	108,129	122,407	119,477	123,993	126,907	143,652	149,279	127,013	139,688	118,826	127,341	1,507,130
2025	108,922	111,997	123,488	132,964	127,066	134,902	158,852	162,126	130,051	150,836	123,530	129,343	1,594,077
2026	109,370	123,015	129,328	132,191	134,296	144,397	166,165	168,538					
Budget 26	101,565	108,874	127,997	130,018	130,869	133,236	153,780	159,631	132,953	149,753	127,361	124,963	

Monthly Jet A FBO only (gallons)



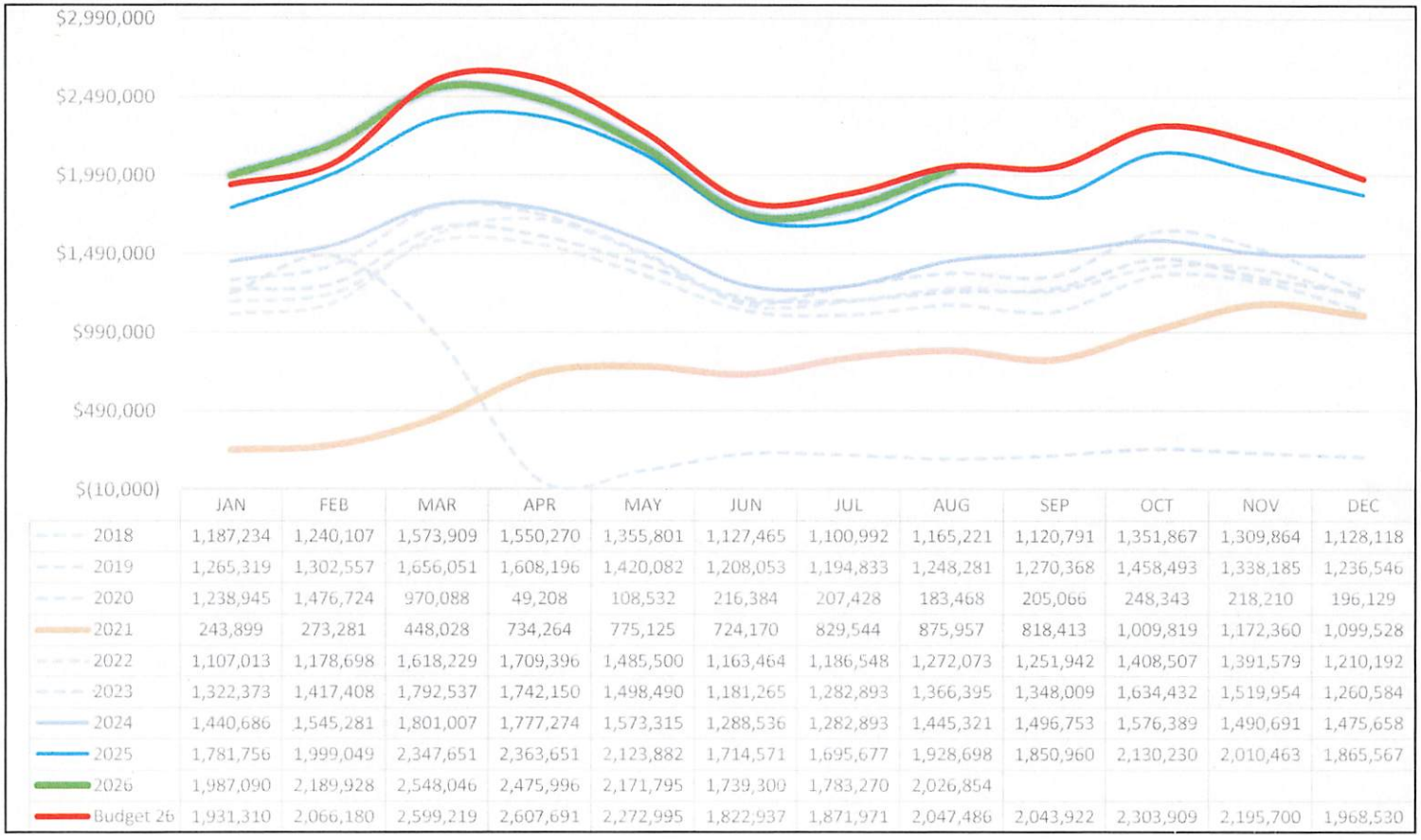
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Annual
2018	82,592	71,125	72,099	72,863	118,650	89,409	122,091	153,689	103,321	110,506	86,915	75,434	996,302
2019	83,336	98,665	87,742	72,253	92,728	105,222	125,728	180,994	88,182	108,828	77,083	96,319	1,158,694
2020	72,189	87,512	69,687	46,970	51,077	74,327	67,735	85,275	74,544	89,867	80,361	77,368	1,217,080
2021	66,418	74,760	83,068	85,089	89,502	116,254	119,897	153,167	118,495	137,138	129,076	101,518	876,912
2022	101,518	81,452	106,673	92,246	89,933	120,788	134,622	129,189	111,081	118,321	86,245	87,713	1,274,382
2023	77,542	83,838	111,179	87,510	123,625	100,510	134,510	161,565	112,720	107,592	86,800	92,030	1,259,781
2024	77,587	68,356	70,733	119,675	119,234	144,352	124,174	152,887	117,983	95,625	82,516	100,032	1,279,421
2025	104,712	98,130	98,068	86,374	90,366	146,503	124,656	169,203	120,315	96,739	97,457	92,218	1,266,446
2026	95,607	114,213	130,492	81,571	104,345	138,862	142,161	160,631					1,324,744
Budget 26	94,153	85,969	106,184	110,175	122,524	134,540	144,716	163,237	125,759	118,309	91,491	102,943	

Operating Revenue (including FBO)



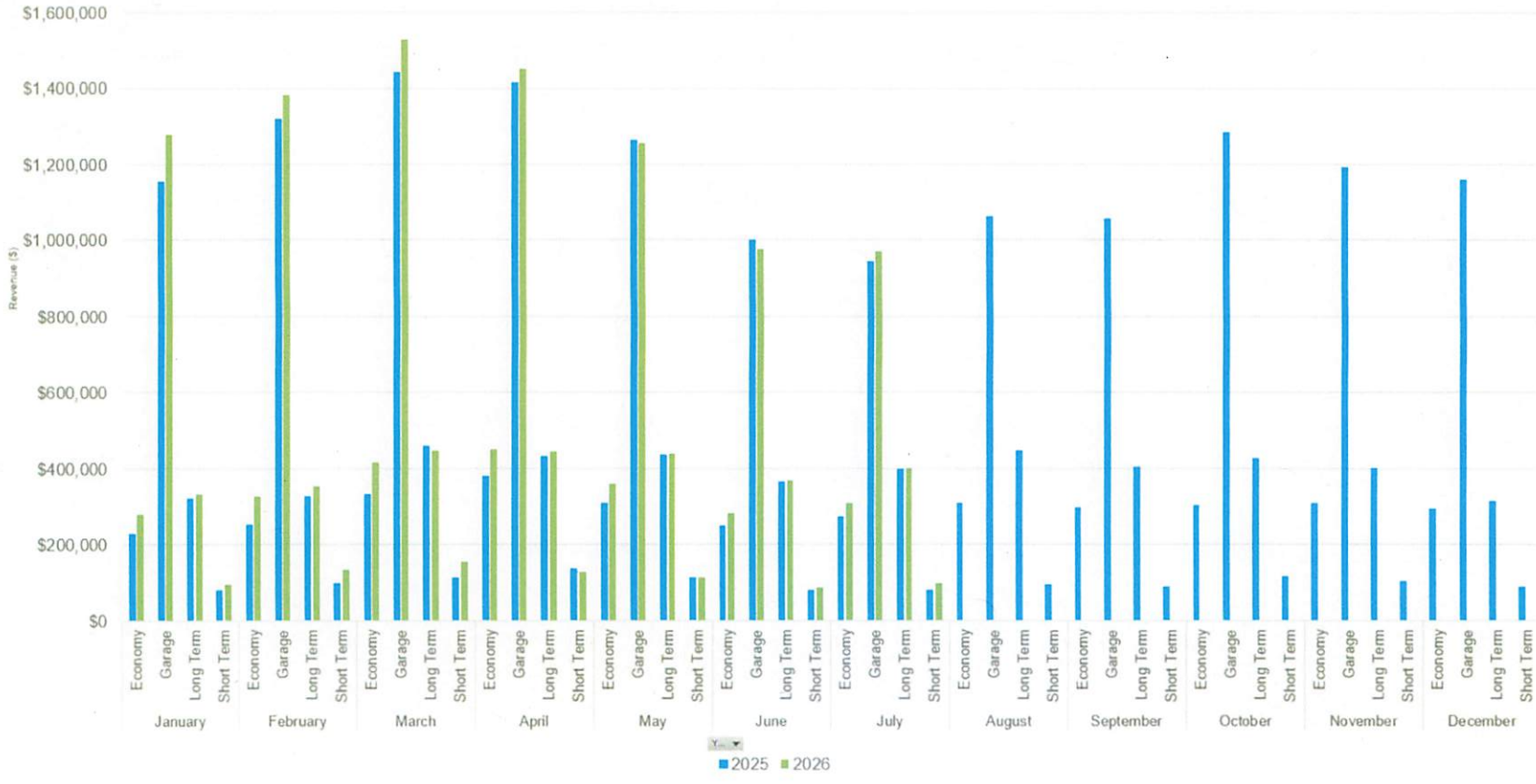
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018	4,341,336	4,067,370	4,912,273	4,395,345	4,473,235	4,256,906	4,604,285	4,863,261	4,206,101	4,477,987	4,712,918	4,712,918
2019	4,502,220	4,732,146	4,868,289	4,603,032	4,496,366	4,518,483	4,850,750	5,223,544	4,345,347	4,811,613	4,494,835	4,843,995
2020	4,457,704	4,614,610	3,583,977	1,772,172	1,790,745	2,248,112	2,305,280	2,471,187	2,335,661	2,473,856	2,188,264	2,355,923
2021	2,527,316	2,775,375	2,759,666	3,111,524	3,274,039	3,637,500	3,726,507	4,932,130	3,934,263	4,440,602	3,943,005	4,406,690
2022	4,251,507	4,119,264	4,853,414	5,030,094	4,754,831	4,618,949	5,088,917	5,205,700	4,668,189	4,802,348	4,656,561	4,962,027
2023	5,149,663	5,139,800	5,624,725	5,468,034	4,880,639	4,267,265	5,907,730	5,596,712	5,051,472	5,438,693	4,931,611	5,027,659
2024	5,465,153	4,912,405	5,814,178	5,847,166	5,470,157	5,690,263	5,977,534	6,262,496	5,732,110	5,846,456	5,349,950	5,961,272
2025	6,070,558	6,544,355	6,174,884	6,226,066	5,972,775	6,164,615	6,409,179	6,789,876	5,940,739	6,435,394	6,123,914	6,774,611
2026	6,189,678	6,426,061	6,932,921	6,435,188	6,305,164	6,735,543	6,990,158					
Budget 26	6,061,589	5,793,907	6,639,836	6,755,439	6,346,181	6,351,667	6,721,049	6,990,359	6,398,066	6,753,228	6,170,204	6,126,936

Parking Revenues

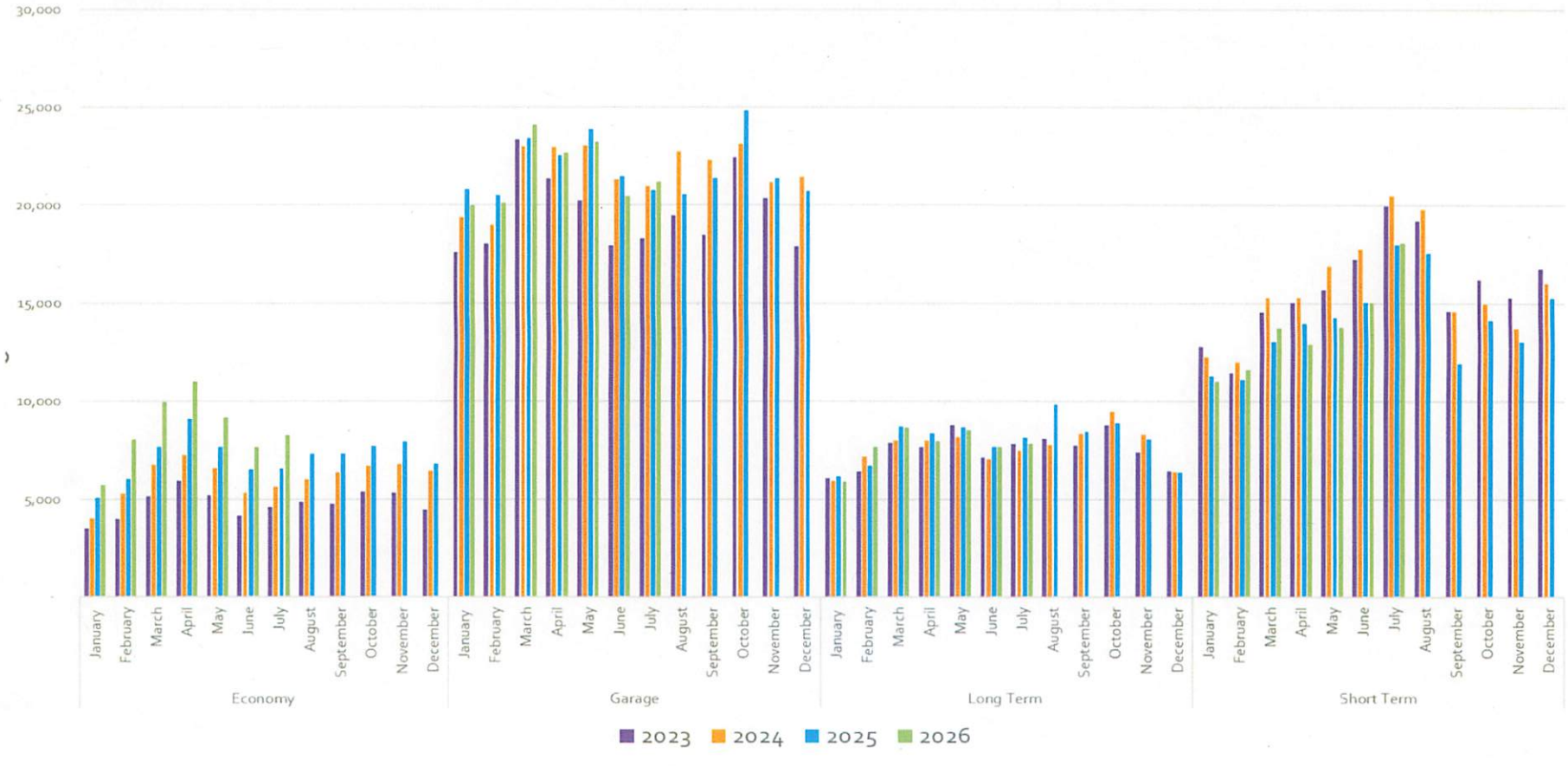


	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018	1,187,234	1,240,107	1,573,909	1,550,270	1,355,801	1,127,465	1,100,992	1,165,221	1,120,791	1,351,867	1,309,864	1,128,118
2019	1,265,319	1,302,557	1,656,051	1,608,196	1,420,082	1,208,053	1,194,833	1,248,281	1,270,368	1,458,493	1,338,185	1,236,546
2020	1,238,945	1,476,724	970,088	49,208	108,532	216,384	207,428	183,468	205,066	248,343	218,210	196,129
2021	243,899	273,281	448,028	734,264	775,125	724,170	829,544	875,957	818,413	1,009,819	1,172,360	1,099,528
2022	1,107,013	1,178,698	1,618,229	1,709,396	1,485,500	1,163,464	1,186,548	1,272,073	1,251,942	1,408,507	1,391,579	1,210,192
2023	1,322,373	1,417,408	1,792,537	1,742,150	1,498,490	1,181,265	1,282,893	1,366,395	1,348,009	1,634,432	1,519,954	1,260,584
2024	1,440,686	1,545,281	1,801,007	1,777,274	1,573,315	1,288,536	1,282,893	1,445,321	1,496,753	1,576,389	1,490,691	1,475,658
2025	1,781,756	1,999,049	2,347,651	2,363,651	2,123,882	1,714,571	1,695,677	1,928,698	1,850,960	2,130,230	2,010,463	1,865,567
2026	1,987,090	2,189,928	2,548,046	2,475,996	2,171,795	1,739,300	1,783,270	2,026,854				
Budget 26	1,931,310	2,066,180	2,599,219	2,607,691	2,272,995	1,822,937	1,871,971	2,047,486	2,043,922	2,303,909	2,195,700	1,968,530

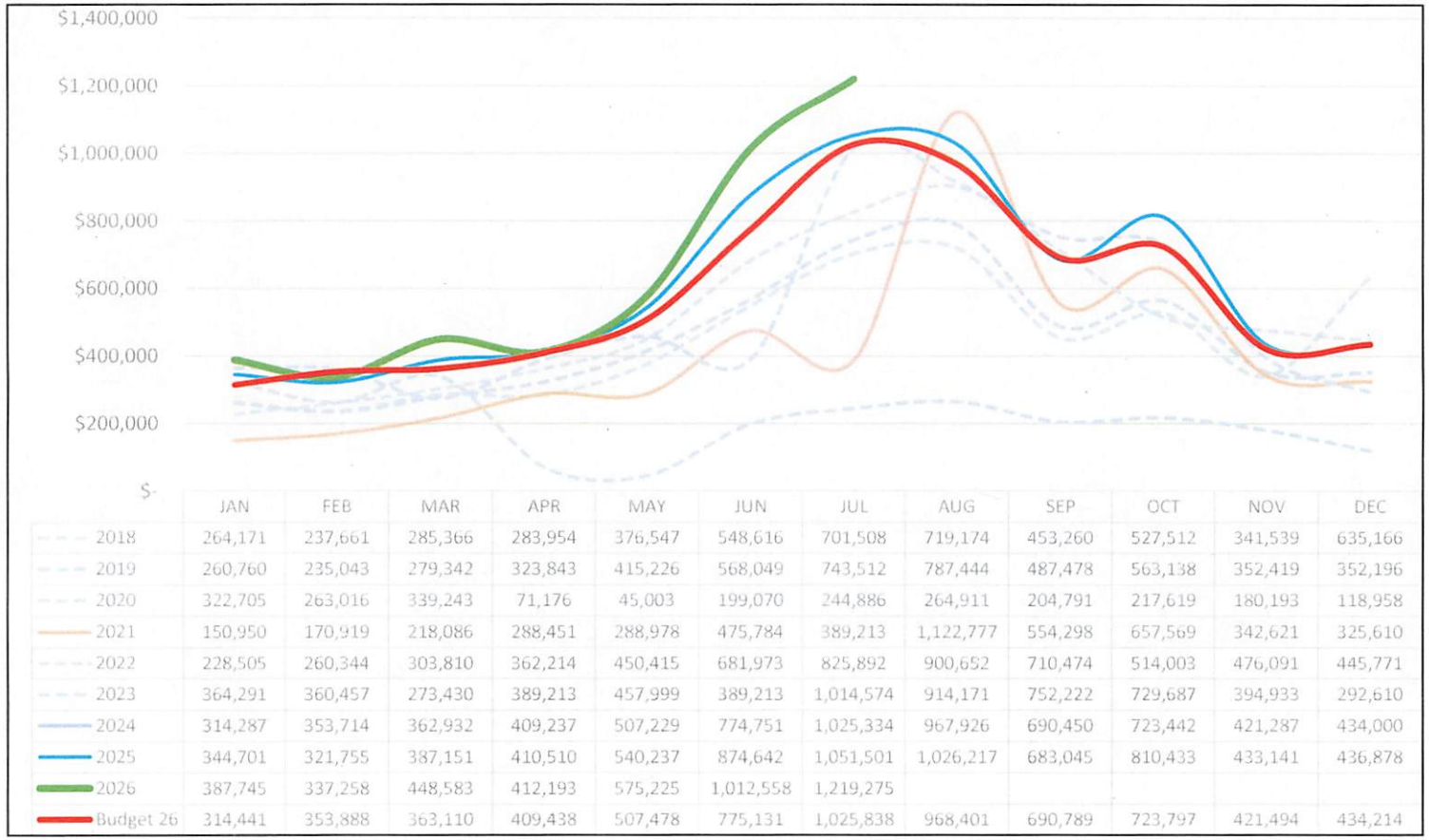
Monthly Parking Revenues by Lot 2025 & 2026



Monthly Parking Lot Count 2023-2026

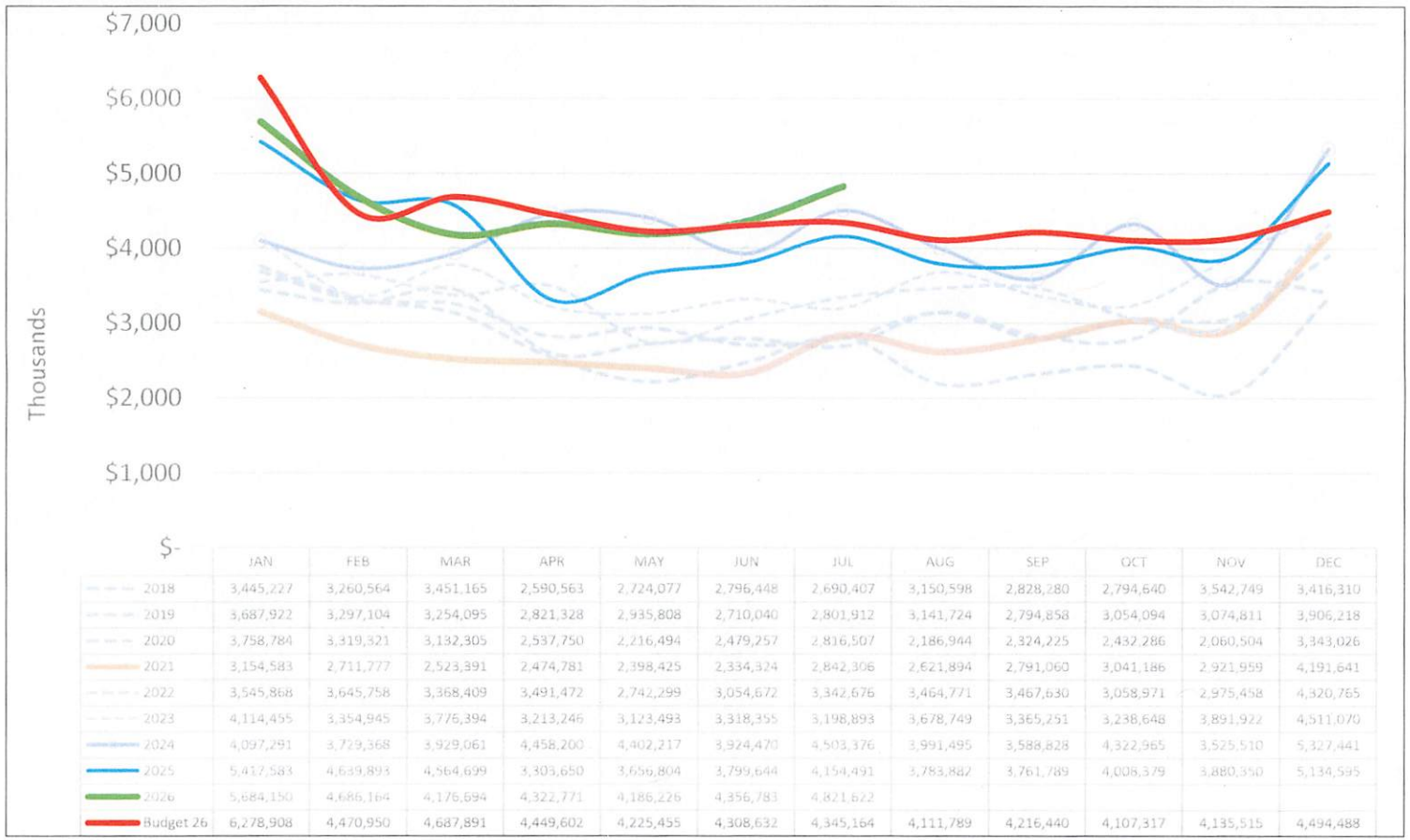


Rental Car Revenues



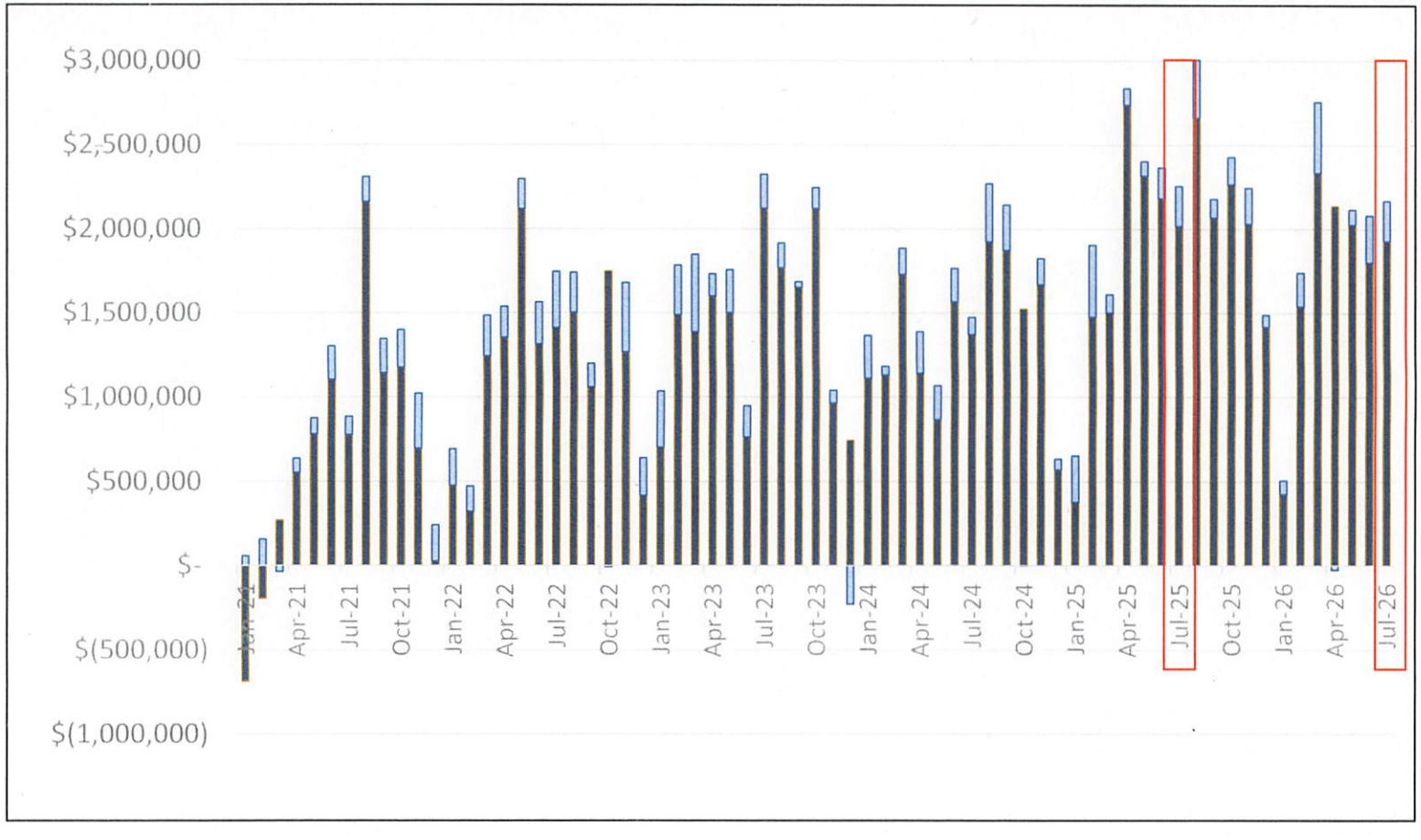
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018	264,171	237,661	285,366	283,954	376,547	548,616	701,508	719,174	453,260	527,512	341,539	635,166
2019	260,760	235,043	279,342	323,843	415,226	568,049	743,512	787,444	487,478	563,138	352,419	352,196
2020	322,705	263,016	339,243	71,176	45,003	199,070	244,886	264,911	204,791	217,619	180,193	118,958
2021	150,950	170,919	218,086	288,451	288,978	475,784	389,213	1,122,777	554,298	657,569	342,621	325,610
2022	228,505	260,344	303,810	362,214	450,415	681,973	825,892	900,652	710,474	514,003	476,091	445,771
2023	364,291	360,457	273,430	389,213	457,999	389,213	1,014,574	914,171	752,222	729,687	394,933	292,610
2024	314,287	353,714	362,932	409,237	507,229	774,751	1,025,334	967,926	690,450	723,442	421,287	434,000
2025	344,701	321,755	387,151	410,510	540,237	874,642	1,051,501	1,026,217	683,045	810,433	433,141	436,878
2026	387,745	337,258	448,583	412,193	575,225	1,012,558	1,219,275					
Budget 26	314,441	353,888	363,110	409,438	507,478	775,131	1,025,838	968,401	690,789	723,797	421,494	434,214

Operating Expense (including FBO)

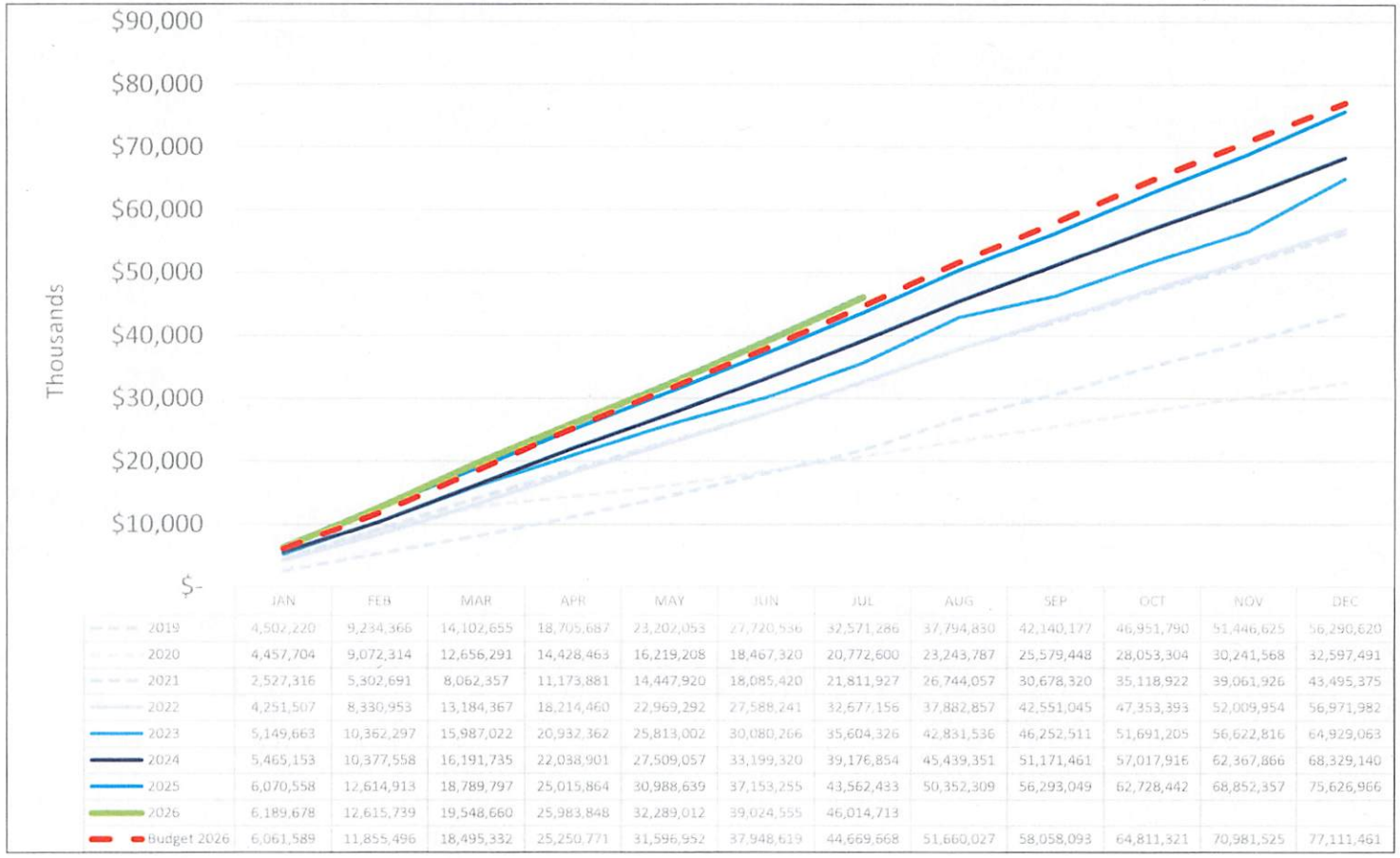


	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018	3,445,227	3,260,564	3,451,165	2,590,563	2,724,077	2,796,448	2,690,407	3,150,598	2,828,280	2,794,640	3,542,749	3,416,310
2019	3,687,922	3,297,104	3,254,095	2,821,328	2,935,808	2,710,040	2,801,912	3,141,724	2,794,858	3,054,094	3,074,811	3,906,218
2020	3,758,784	3,319,321	3,132,305	2,537,750	2,216,494	2,479,257	2,816,507	2,186,944	2,324,225	2,432,286	2,060,504	3,343,026
2021	3,154,583	2,711,777	2,523,391	2,474,781	2,398,425	2,334,324	2,842,306	2,621,894	2,791,060	3,041,186	2,921,959	4,191,641
2022	3,545,868	3,645,758	3,368,409	3,491,472	2,742,299	3,054,672	3,342,676	3,464,771	3,467,630	3,058,971	2,975,458	4,320,765
2023	4,114,455	3,354,945	3,776,394	3,213,246	3,123,493	3,318,355	3,198,893	3,678,749	3,365,251	3,238,648	3,891,922	4,511,070
2024	4,097,291	3,729,368	3,929,061	4,458,200	4,402,217	3,924,470	4,503,376	3,991,495	3,588,828	4,322,965	3,525,510	5,327,441
2025	5,417,583	4,639,893	4,564,699	3,303,650	3,656,804	3,799,644	4,154,491	3,783,882	3,761,789	4,008,379	3,880,350	5,134,595
2026	5,684,150	4,686,164	4,176,694	4,322,771	4,186,226	4,356,783	4,821,622					
Budget 26	6,278,908	4,470,950	4,687,891	4,449,602	4,225,455	4,308,632	4,345,164	4,111,789	4,216,440	4,107,317	4,135,515	4,494,488

Operating Net Profit, Airport and FBO

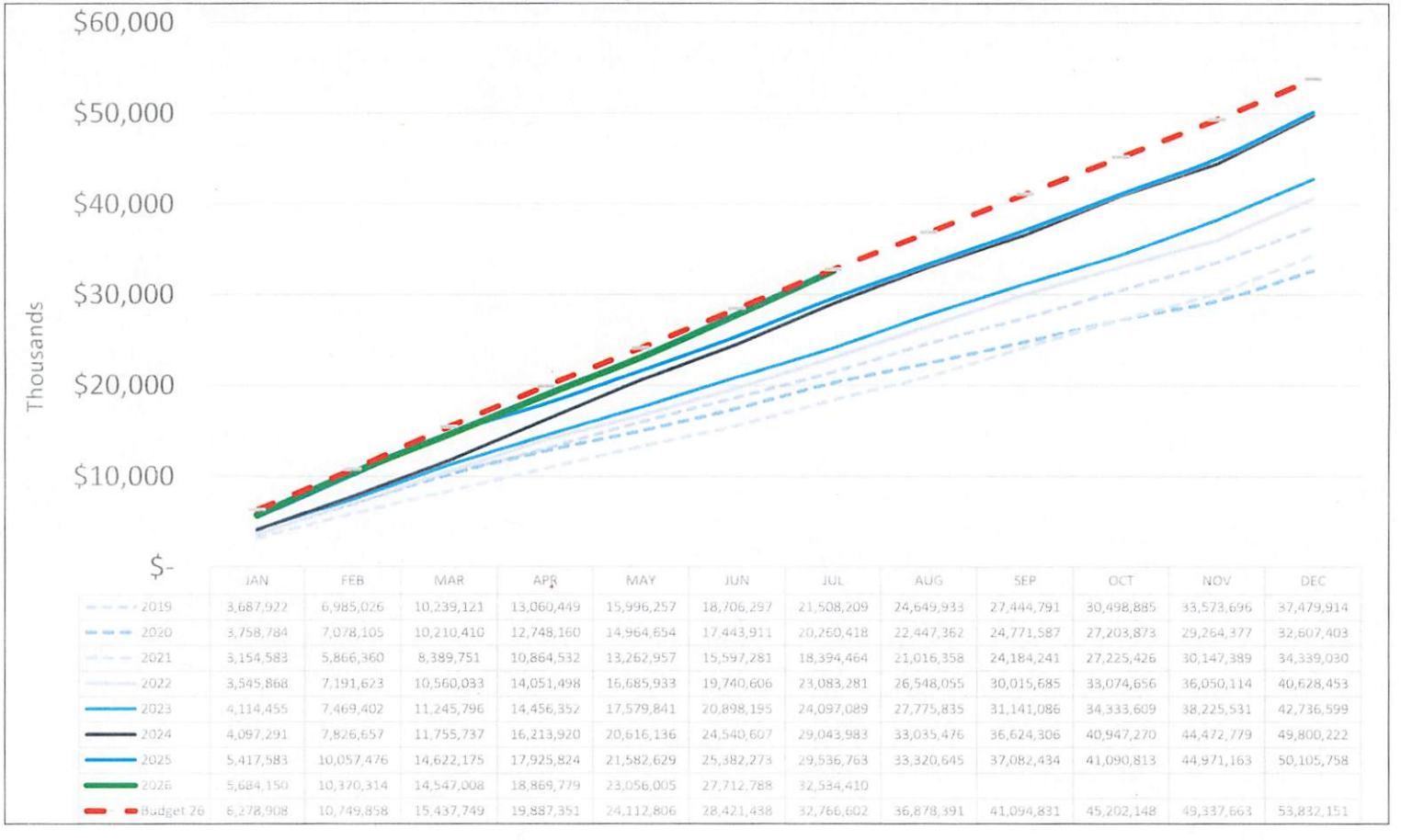


YTD Operating Revenue (excluding CARES) vs. YTD Budget (including FBO)



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2019	4,502,220	9,234,366	14,102,655	18,705,687	23,202,053	27,720,536	32,571,286	37,794,830	42,140,177	46,951,790	51,446,625	56,290,620
2020	4,457,704	9,072,314	12,656,291	14,428,463	16,219,208	18,467,320	20,772,600	23,243,787	25,579,448	28,053,304	30,241,568	32,597,491
2021	2,527,316	5,302,691	8,062,357	11,173,881	14,447,920	18,085,420	21,811,927	26,744,057	30,678,320	35,118,922	39,061,926	43,495,375
2022	4,251,507	8,330,953	13,184,367	18,214,460	22,969,292	27,588,241	32,677,156	37,882,857	42,551,045	47,353,393	52,009,954	56,971,982
2023	5,149,663	10,362,297	15,987,022	20,932,362	25,813,002	30,080,266	35,604,326	42,831,536	46,252,511	51,691,205	56,622,816	64,929,063
2024	5,465,153	10,377,558	16,191,735	22,038,901	27,509,057	33,199,320	39,176,854	45,439,351	51,171,461	57,017,916	62,367,866	68,329,140
2025	6,070,558	12,614,913	18,789,797	25,015,864	30,988,639	37,153,255	43,562,433	50,352,309	56,293,049	62,728,442	68,852,357	75,626,966
2026	6,189,678	12,615,739	19,548,660	25,983,848	32,289,012	39,024,555	46,014,713					
Budget 2026	6,061,589	11,855,496	18,495,332	25,250,771	31,596,952	37,948,619	44,669,668	51,660,027	58,058,093	64,811,321	70,981,525	77,111,461

YTD Operating Expense vs. YTD Budget (including FBO)



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2019	3,687,922	6,985,026	10,239,121	13,060,449	15,996,257	18,706,297	21,508,209	24,649,933	27,444,791	30,498,885	33,573,696	37,479,914
2020	3,758,784	7,078,105	10,210,410	12,748,160	14,964,654	17,443,911	20,260,418	22,447,362	24,771,587	27,203,873	29,264,377	32,607,403
2021	3,154,583	5,866,360	8,389,751	10,864,532	13,262,957	15,597,281	18,394,464	21,016,358	24,184,241	27,225,426	30,147,389	34,339,030
2022	3,545,868	7,191,623	10,560,033	14,051,498	16,685,933	19,740,606	23,083,281	26,548,055	30,015,685	33,074,656	36,050,114	40,628,453
2023	4,114,455	7,469,402	11,245,796	14,456,352	17,579,841	20,898,195	24,097,089	27,775,835	31,141,086	34,333,609	38,225,531	42,736,599
2024	4,097,291	7,826,657	11,755,737	16,213,920	20,616,136	24,540,607	29,043,983	33,035,476	36,624,306	40,947,270	44,472,779	49,800,222
2025	5,417,583	10,057,476	14,622,175	17,925,824	21,582,629	25,382,273	29,536,763	33,320,645	37,082,434	41,090,813	44,971,163	50,105,758
2026	5,684,150	10,370,314	14,547,008	18,869,779	23,056,005	27,712,788	32,534,410					
Budget 26	6,278,908	10,749,858	15,437,749	19,887,351	24,112,806	28,421,438	32,766,602	36,878,391	41,094,831	45,202,148	49,337,663	53,832,151

Line of Credit Draws

Line of Credit Activity

	Draw Date	Amount	Repayment Date	Partial Repayment Amount	Partial Repayment Date	Partial Repayment Amount	Partial Repayment Date	Current LOC Balance
LOC Draw 01	8-Mar-24	$ 984,381.73	12-Aug-24					
LOC Draw 02	8-Mar-24	761,816.97	2-Apr-24					
LOC Draw 03	20-Mar-24	959,655.24	8-Apr-24					
LOC Draw 04	9-May-24	2,152,308.12	1-Jul-24					
LOC Draw 05	9-May-24	1,285,737.86	1-Jul-24					
LOC Draw 06	14-Jun-24	2,586,897.15	2-Oct-24					
LOC Draw 07	14-Jun-24	2,337,750.23	2-Oct-24					
LOC Draw 08	22-Aug-24	4,055,372.75	16-Oct-24					
LOC Draw 09	15-Nov-24	3,159,332.20	10-Jan-25					
LOC Draw 10	23-Dec-24	1,554,653.15		293,829.45	15-Jul-25	1,260,823.70	14-Nov-25	
LOC Draw 11	16-Jan-25	1,045,137.75		197,531.03	15-Jul-25	847,606.72	14-Nov-25	
LOC Draw 11	16-Jan-25	1,667,596.47	27-Mar-25					
LOC Draw 12	27-Feb-25	875,236.80		165,419.76	15-Jul-25	709,817.04	14-Nov-25	
LOC Draw 12	27-Feb-25	1,342,431.04	18-Apr-25					
LOC Draw 13	5-Mar-25	1,104,266.22	18-Apr-25					
LOC Draw 13	5-Mar-25	1,366,011.17	18-Apr-25					
LOC Draw 14	28-Apr-25	618,447.81		116,886.64	15-Jul-25	501,561.17	14-Nov-25	
LOC Draw 14	28-Apr-25	579,232.10	2-Jun-25					
LOC Draw 15	12-May-25	391,933.11	2-Jun-25					
LOC Draw 15	12-May-25	937,919.23		177,266.73	15-Jul-25	760,652.50	14-Nov-25	
LOC Draw 16	28-May-25	896,225.85	15-Jul-25					
LOC Draw 16	28-May-25	1,099,420.41	14-Nov-25					
LOC Draw 17	23-Jun-25	326,556.42	4-Sep-25					
LOC Draw 17	23-Jun-25	1,442,159.62	14-Nov-25					
LOC Draw 18	4-Aug-25	448,729.65	30-Oct-25					
LOC Draw 18	4-Aug-25	2,761,014.98	14-Nov-25					
LOC Draw 19	22-Sep-25	502,138.65	29-Dec-25					
LOC Draw 19	22-Sep-25	1,712,359.32	14-Nov-25					
LOC Draw 19	22-Sep-25	1,547,250.22	14-Nov-25					
LOC Draw 20	9-Dec-25	788,486.03	2-Feb-26					
LOC Draw 20	9-Dec-25	2,438,083.80	13-Apr-26					
LOC Draw 21	14-Jan-26	1,863,455.39	13-Apr-26					
LOC Draw 21	14-Jan-26	1,642,515.80	13-Apr-26					
	Outstanding							$ -

Airline Schedules

Albany International Airport
Airline and Direct Market Flights
For the week of September 19, 2026

AIRLINE	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Allegiant	3	3			3	3	
American	17	16	15	15	16	16	13
Avelo	1				1		
Breeze	1	1			1	1	
Delta	9	9	9	9	9	9	6
Jet Blue	1	2	2			2	2
Southwest	11	10	10	10	10	10	11
United	9	9	9	9	9	9	9
	52	50	45	43	49	50	41

DIRECT MARKET	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Atlanta	3	3	3	3	3	3	2
Baltimore	4	4	4	4	4	4	4
Charleston		1				1	
Charlotte	4	3	3	3	3	3	3
Charlotte/Concord	1				1		
Chicago-Midway	3	3	3	3	3	3	2
Chicago-O'Hare	7	7	7	7	7	7	7
Denver	2	2	2	2	2	2	2
Detroit	4	4	4	4	4	4	3
Fort Lauderdale	2	1	1		1	1	1
Myrtle Beach		1				1	
Nashville	1	2	1	1	1	2	1
New York LaGuardia	2	2	2	2	2	2	1
Orlando	2	2	2	1	1	2	3
Orlando/Sanford	1				1		
Philadelphia	6	6	5	5	6	6	4
Punta Gorda	1				1		
Raleigh Durham	1				1		
St. Petersberg		1				1	
Tampa							1
Washington/Dulles	4	4	4	4	4	4	4
Washington/Reagan	4	4	4	4	4	4	3
	52	50	45	43	49	50	41

- Thank You

ALB
ALBANY
INTERNATIONAL AIRPORT



Albany County Airport Authority

Monthly Financial Report

As of July 31, 2026

June 2026 Financial Performance

INTRODUCTION

The attached report includes the Airport's July 2026 statistical highlights, financial information, and operating information. This financial information is presented for the purposes of comparing budget to actual results and for indicating generally how revenues and expenses have compared to budgeted revenues and expenses through July 2026. The financial information presented herewith is prepared on the Albany County Airport Authority's budgetary basis of accounting. The information provided in this report does not include a forecast of the effects of the final settlement based upon the calculation provided for in the 2026 Airport Use and Lease Agreement or make any provision for accrual of funds owed to or from the Signatory Airlines. *This report includes preliminary operating and performance statistics and financial forecasts based upon the budgetary basis of accounting estimates that involve uncertainties that could result in actual financial results differing materially from preliminary estimates.* This report is divided into the following sections: Statistical Information, Financial Information, Airline Rates & Charges, Airport Revenues, Combined Management Expenses, Other Revenues and Expenses, Airline Incentives, Million Air FBO Operations, Line of Credit, Federal (FAA) & State Grants and Employee Counts.

STATISTICAL INFORMATION

Below are the key performance indicators for ALB through July:

		2026 Budget	2026 Actual	Budget Variance	2025 Actual	% Actual 2026 vs. 2025
Enplanements	Current Month	153,780	166,165	7.5%	158,852	4.6%
	Year-to-Date	886,339	938,762	5.6%	898,191	4.5%
Aircraft Seats	Current Month		192,270		178,176	7.9%
	Year-to-Date		1,180,180		1,115,947	5.8%
Load Factor	Current Month		86%		89%	-3.1%
	Year-to-Date		80%		80%	-1.2%
Aircraft Operations	Current Month	5,015	5,598	10.4%	5,439	2.9%
	Year-to-Date	30,664	34,068	10.0%	32,608	4.5%
Landed Weight (1,000#)	Current Month	186,944	181,769	-2.8%	166,867	8.9%
	Year-to-Date	1,147,997	1,106,004	-3.8%	1,031,221	7.3%
Cargo & Mail (Tons)	Current Month	1,646	1,512	-8.9%	1,549	2.0%
	Year-to-Date	11,548	9,823	-17.6%	10,111	-2.8%

FINANCIAL INFORMATION

Unrestricted working capital has improved by $13,104,508 since January 1, 2026. Total unrestricted cash as of July 31, 2026 is $50,136,471, an increase of $9,493,315 since the beginning of 2026. Unrestricted cash has been used to fund capital activities instead of using the line of credit. With the inflow of capital grants from the FAA, cash was transferred back to the unrestricted accounts which accounts for the increase in unrestricted cash.

	7/31/2026	12/31/2025	Change
Cash	$50,136,471	$40,643,156	$ 9,493,315
Accounts Receivable	3,253,051	6,867,441	(3,614,390)
Prepaid Expenses	547,242	1,426,597	(879,355)
Unrestricted Assets	53,936,764	48,937,194	4,999,570
Payables from Unrestricted Assets	(6,892,362)	(14,997,300)	8,104,938
Unrestricted Working Capital	$47,044,402	$33,939,894	$13,104,508

The summary of Revenues, Expenses and Net Results shows YTD 2026 results compared to the 2026 budgeted amounts and 2025 actual amounts is shown below. The summary shows the YTD net operating results for 2026 are more than the amount budgeted by $2,885,849. These YTD results do not reflect the adjustments for year-end settlement or reflect other year-end adjustments for 2026 which affect the revenue sharing with the airlines.

	2026 YTD Budget	2026 YTD Actual	2025 YTD Actual	Prior Year Variance
Airport revenues	$37,450,608	$38,681,451	$36,767,702	1,913,749
FBO revenues less cost of sales	4,773,329	4,851,615	4,494,646	356,969
Total operating expenses	(30,320,871)	(30,052,764)	(27,236,678)	(2,816,086)
Operating results	11,903,066	13,480,302	14,025,670	(545,368)
Other revenue and (expenses), net	(2,323,134)	(1,014,521)	(2,189,616)	1,175,095
Net results	$ 9,579,932	$12,465,781	$11,836,054	
Net variances: (2026 Actual to Budget)		$ 2,885,849		
(2026 Actual to 2025 Actual)				$ 629,727

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

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

AIRLINE RATES AND CHARGES

Airline Rates and Charges for 2026 are based on the adopted budget and are calculated using the formulas incorporated into the Airline Use and Lease Agreement. Final 2026 rates will be calculated in the final settlement and revenue sharing report. The signatory airlines will be billed or credited for their share of any final variance and the Authority will fund its share of any negative variance from its reserves.

AIRPORT REVENUES

AIRPORT REVENUES for YTD 2026 are $38,681,451 and are $1,230,843 more than the $37,450,608 budget to date. The main contributors to the increase are landing fees, rental car and miscellaneous revenues.

FBO NET OPERATING REVENUES (revenues less cost of sales) for YTD 2026 are $4,851,615 and are $78,285 greater than the $4,773,329 YTD budget.

PUBLIC PARKING REVENUES for YTD 2026 total $14,895,425 compared to $14,026,237 in YTD 2025, a 6.2% increase and are $276,878 less than budgeted for 2026. Parking revenue per passenger increased from $15.62 in YTD 2025 to $15.87 in YTD 2026.

RENTAL CAR REVENUES for YTD 2026 total $4,392,837 compared to $3,930,497 in YTD 2025 and are $643,513 higher than budgeted for 2026. Rental car revenue per passenger was $4.68 in YTD 2026 compared to $4.38 in YTD 2025.

FOOD AND BEVERAGE REVENUES for YTD 2026 total $980,086 compared to $918,327 in YTD 2025 and are $87,351 higher than budgeted for 2026. Revenue per passenger was $1.04 in YTD 2026, which is an increase from $1.02 in YTD 2025.

RETAIL REVENUES for YTD 2026 total $654,715 compared to $631,238 in YTD 2025 and are $22,313 higher than budgeted. Revenue per passenger was $0.70 in YTD 2026 compared to $0.70 in YTD 2025.

		2026 Budget	2026 Actual	Budget Variance	2025 Actual	% Actual 2026 vs. 2025
Parking	Current Month	$ 1,871,971	$ 1,783,270	-5.0%	$ 1,695,677	5.2%
	Year-to-Date	$ 15,172,303	$ 14,895,425	-1.9%	$ 14,026,237	6.2%
	YTD Rev/Enp	*$ 17.12*	*$ 15.87*	*-7.9%*	*$ 15.62*	*1.6%*
Rental Cars	Current Month	$ 1,025,838	$ 1,219,275	15.9%	$ 1,051,501	16.0%
	Year-to-Date	$ 3,749,324	$ 4,392,837	14.6%	$ 3,930,497	11.8%
	YTD Rev/Enp	*$ 4.23*	*$ 4.68*	*9.6%*	*$ 4.38*	*6.9%*
Food and Beverage	Current Month	$ 158,443	$ 178,906	11.4%	$ 160,283	11.6%
	Year-to-Date	$ 892,734	$ 980,086	8.9%	$ 918,327	6.7%
	YTD Rev/Enp	*$ 1.01*	*$ 1.04*	*3.5%*	*$ 1.02*	*2.1%*
Retail	Current Month	$ 107,891	$ 116,775	7.6%	$ 111,395	4.8%
	Year-to-Date	$ 632,701	$ 654,714	3.4%	$ 631,238	3.7%
	YTD Rev/Enp	*$ 0.71*	*$ 0.70*	*-2.4%*	*$ 0.70*	*-0.8%*

COMBINED MANAGEMENT OPERATING EXPENSES

The airports' three operating centers have combined operating expenses (including FBO cost of sales) as follows:

	2026 YTD Budget	2026 YTD Actual	Budget Variance	2025 YTD Actual	Prior Year Variance
AvPorts	$22,803,052	$22,735,912	$ (67,140)	$20,600,752	$ 2,135,160
Million Air	6,449,475	6,042,193	(407,282)	5,374,300	667,893
Authority	3,514,075	3,756,306	242,231	3,561,711	194,595
Total	$32,766,602	$32,534,411	$ (232,191)	$29,536,763	$ 2,997,648
Variance			-0.7%		10.1%

OTHER REVENUES AND EXPENSES

Other revenues and expenses when netted together for YTD 2026 are $1,308,613 more than budgeted mainly due to more YTD PFCs collections.

AIRLINE INCENTIVES

Airline incentives paid to new entrant carriers or for new route services for YTD through July was $582,192 compared to $325,990 for YTD 2025.

MILLION AIR FBO OPERATIONS

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

	2026 YTD Budget	2026 YTD Actual	Budget Variance	2025 YTD Actual	Prior Year Variance
Revenues	$ 7,219,061	$ 7,333,262	$ 114,201	$ 6,794,731	$ 538,531
Cost of Sales	(2,445,731)	(2,481,647)	(35,916)	(2,300,085)	(181,562)
Net results before O & M Expenses	$ 4,773,330	$ 4,851,615	$ 78,285	$ 4,494,646	$ 356,969
			1.6%		7.9%

2026 YTD Net Results before YTD Operating and Maintenance expenses were $78,285 more than budgeted and $356,969 more than YTD 2025.

		2026 Budget	2026 Actual	Budget Variance	2025 Actual	% Actual 2026 vs. 2025
Jet A	Current Month	144,716	142,161	-1.8%	124,656	14.0%
	Year-to-Date	798,262	807,251	1.1%	748,812	7.8%
AvGas	Current Month	8,484	9,266	8.4%	10,462	-11.4%
	Year-to-Date	42,770	47,774	10.5%	43,576	9.6%
Deicing Gallons Sprayed	Current Month	-	-	0.0%	-	0.0%
	Year-to-Date	50,258	44,479	-13.0%	34,688	28.2%
Deicing Gallons Consortium	Current Month	-	-	0.0%	-	0.0%
	Year-to-Date	46,320	73,601	37.1%	48,128	52.9%

Operating expenses, not including the cost of retail sales, for YTD 2026 were $443,199 less than budgeted. A statement of FBO Results is included.

LINE OF CREDIT

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

	Draw Date	Amount	Repayment Date	Partial Repayment Amount	Partial Repayment Date	Partial Repayment Amount	Partial Repayment Date	Current LOC Balance
LOC Draw 01	8-Mar-24	$ 984,381.73	12-Aug-24					
LOC Draw 02	8-Mar-24	761,816.97	2-Apr-24					
LOC Draw 03	20-Mar-24	959,655.24	8-Apr-24					
LOC Draw 04	9-May-24	2,152,308.12	1-Jul-24					
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LOC Draw 08	22-Aug-24	4,055,372.75	16-Oct-24					
LOC Draw 09	15-Nov-24	3,159,332.20	10-Jan-25					
LOC Draw 10	23-Dec-24	1,554,653.15		293,829.45	15-Jul-25	1,260,823.70	14-Nov-25	
LOC Draw 11	16-Jan-25	1,045,137.75		197,531.03	15-Jul-25	847,606.72	14-Nov-25	
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LOC Draw 14	28-Apr-25	618,447.81		116,886.64	15-Jul-25	501,561.17	14-Nov-25	
LOC Draw 14	28-Apr-25	579,232.10	2-Jun-25					
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LOC Draw 17	23-Jun-25	326,556.42	4-Sep-25					
LOC Draw 17	23-Jun-25	1,442,159.62	14-Nov-25					
LOC Draw 18	4-Aug-25	448,729.65	30-Oct-25					
LOC Draw 18	4-Aug-25	2,761,014.98	14-Nov-25					
LOC Draw 19	22-Sep-25	502,138.65	29-Dec-25					
LOC Draw 19	22-Sep-25	1,712,359.32	14-Nov-25					
LOC Draw 19	22-Sep-25	1,547,250.22	14-Nov-25					
LOC Draw 20	9-Dec-25	788,486.03	2-Feb-26					
LOC Draw 20	9-Dec-25	2,438,083.80	13-Apr-26					
LOC Draw 21	14-Jan-26	1,863,455.39	13-Apr-26					
LOC Draw 21	14-Jan-26	1,642,515.80	13-Apr-26					
	Outstanding							$ -

The line of credit renewed on February 28, 2025 with a two year term expiring on February 28, 2027.

FEDERAL (FAA) & NYS DOT GRANTS

The Authority accepts various FAA and NYS DOT grants to fund capital improvements at the Airport. Below is the status of the current grants as of July 31, 2026:

FAA Grants:	FAA Grant #	Grant Amount	Balance
Acquire Snow Removal Equipment	147-2021	$ 1,537,635	$ -
American Rescue Plan Act (ARPA)	148-2022	$ 12,113,224	$ -
Rehabilitate Rwy 10/28 & Taxiway C	150-2022	$ 7,144,824	$ -
Replace ATCT HVAC & Roof	151-2023	$ 2,000,000	$ 228,206
Reconstruct Terminal A & 2 PBBs	152-2025	$ 10,600,000	$ 1,336,944
Rehabilitate Rwy 1/19 & Perimeter Road	153-2025	$ 9,326,858	$ 932,685
Reconstruct 60,000 Sq Ft of Existing Terminal Building	154-2026	$ 21,915,184	$ 5,459,385
Reconstruct General Aviation Apron	155-2026	$ 12,936,210	$ 12,643,790
Reconstruct General Aviation Apron Ph II	156-2026	$ 5,390,559	$ 5,390,559

New York State DOT Grants:	State Grant #	Grant Amount	Balance
Rehabilitate Rwy 10/28 & Taxiway C	1A00.30	$ 394,777	$ -
Replace ATCT HVAC & Roof	1A00.31	$ 52,632	$ 52,632
Rehabilitate Rwy 1/19 & Perimeter Road	1A00.32	$ 518,159	$ 518,159
Reconstruct Terminal A & 2 PBBs	1A00.33	$ 278,948	$ 278,948
Reconstruct 60,000 Sq Ft of Existing Terminal Building	1A00.34	$ 1,217,510	$ 1,217,510
Reconstruct General Aviation Apron, Ph I and Ph II	1A00.35	$ 718,679	$ 718,679
Rehabilitate Elevators	1A00.94	$ 1,612,560	$ 1,080,009
Terminal Expansion Connector	1A00.95	$ 60,000,000	$ 14,211,900

EMPLOYEE COUNTS

	2025 Budget	Dec-25	2026 Budget	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Variance Budget vs. Jul-26
AvPorts:											
Airfield	29.5	22.5	31.5	19.5	21.5	21.5	21.5	19.5	18.5	20.5	11.0
Terminal	41.0	33.0	46.0	31.0	37.0	37.0	37.0	38.0	38.0	37.0	9.0
Loading Bridges	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	-
Parking	33.0	29.0	40.5	28.5	28.5	29.5	28.5	28.5	30.5	30.5	10.0
Curbside Security	3.0	4.0	3.0	4.0	4.0	3.0	3.0	3.0	3.0	3.0	-
ARFF	26.0	25.0	26.0	25.0	25.0	25.0	25.0	24.0	24.0	24.0	2.0
Operations	22.0	17.0	22.0	17.0	17.0	18.0	19.0	18.0	19.0	18.0	4.0
Vehicles & Equipment	12.0	9.0	12.0	9.0	8.0	9.0	9.0	10.0	10.0	9.0	3.0
Administration	9.5	7.5	8.7	7.5	7.5	7.5	7.5	7.5	7.5	7.5	1.2
Total AvPorts Positions	179.0	150.0	192.7	144.5	151.5	153.5	153.5	151.5	153.5	152.5	40.2
Million Air:											
Commercial	11.0	11.0	14.0	14.0	14.0	14.0	14.0	14.0	14.0	13.0	1.0
General Aviation	22.0	22.0	23.0	21.0	21.0	21.0	21.0	23.0	23.0	23.0	-
Administration	5.0	4.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	-
Total Million Air Positions	38.0	37.0	42.0	40.0	40.0	40.0	40.0	42.0	42.0	41.0	1.0
Authority Positions	22.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	-
Total Positions	239.0	207.0	254.7	204.5	211.5	213.5	213.5	213.5	215.5	213.5	41.2

Albany International Airport
Airline and Direct Market Flights
For the week of September 19, 2026

AIRLINE	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Allegiant	3	3			3	3	
American	17	16	15	15	16	16	13
Avelo	1				1		
Breeze	1	1			1	1	
Delta	9	9	9	9	9	9	6
Jet Blue	1	2	2			2	2
Southwest	11	10	10	10	10	10	11
United	9	9	9	9	9	9	9
	52	50	45	43	49	50	41

DIRECT MARKET	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Atlanta	3	3	3	3	3	3	2
Baltimore	4	4	4	4	4	4	4
Charleston		1				1	
Charlotte	4	3	3	3	3	3	3
Charlotte/Concord	1				1		
Chicago-Midway	3	3	3	3	3	3	2
Chicago-O'Hare	7	7	7	7	7	7	7
Denver	2	2	2	2	2	2	2
Detroit	4	4	4	4	4	4	3
Fort Lauderdale	2	1	1		1	1	1
Myrtle Beach		1				1	
Nashville	1	2	1	1	1	2	1
New York LaGuardia	2	2	2	2	2	2	1
Orlando	2	2	2	1	1	2	3
Orlando/Sanford	1				1		
Philadelphia	6	6	5	5	6	6	4
Punta Gorda	1				1		
Raleigh Durham	1				1		
St. Petersberg		1				1	
Tampa							1
Washington/Dulles	4	4	4	4	4	4	4
Washington/Reagan	4	4	4	4	4	4	3
	52	50	45	43	49	50	41

Albany County Airport Authority
Statements of Net Position

	July 31, 2026	July 31, 2026
ASSETS		
CURRENT ASSETS		
Unrestricted Assets		
Cash and Cash Equivalents	$ 12,393,728	$ 7,277,939
Development Fund	37,742,743	31,429,032
Accounts Receivable	267,732	1,716,985
Leases	2,985,319	2,483,902
Prepaid Expenses	547,242	580,623
Total Unrestricted Assets	53,936,764	43,488,481
Restricted Assets		
Operating and Renewal Reserves	10,067,040	9,727,131
CFC Funds	516,522	499,082
Capital Funds	5,513,054	2,627,446
PFC Funds	6,013,412	8,490,700
Revenue Bond Funds	10,349,498	12,148,898
FAA Restricted Funds	234,071	226,167
Concession Improvement Funds	802,414	775,321
Total Restricted Assets	33,496,011	34,494,745
Total Current Assets	87,432,775	77,983,226
NON-CURRENT ASSETS		
Capital Assets	347,914,756	327,195,780
Lease Receivable	9,766,831	13,832,941
Prepaid Expenses	147,926	163,361
Total Non-Current Assets	357,829,513	341,192,082
Total Assets	445,262,288	419,175,308
DEFERRED OUTFLOWS OF RESOURCES		
Refunding	205,262	386,207
OPEB Expenses	324,737	622,429
Pension Expenses	731,279	930,867
Total Deferred Outflows of Resources	1,261,278	1,939,503
TOTAL ASSETS AND DEFERRED OUTFLOWS	446,523,566	421,114,811
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Payable from Unrestriced Assets	6,892,362	2,917,216
Payable from Restricted Assets	17,474,994	23,766,583
Total Current Liabilities	24,367,356	26,683,799
NON-CURRENT LIABILITIES		
Bonds and other debt obligations	33,835,564	42,768,796
Net OPEB Liability	5,781,253	5,922,276
Net Pension Liability - proportionate share	875,929	862,845
Total Non-Current Liabilities	40,492,746	49,553,917
Total Liabilities	64,860,102	76,237,716
DEFERRED INFLOWS OF RESOURCES		
Concession Improvement Funds	1,267,796	1,142,563
OPEB Expenses	603,874	725,677
Pension Expenses	53,781	379,064
Leases	11,860,890	15,194,017
Total Deferred Inflows of Resources	13,786,341	17,441,321
NET POSITION		
Invested in Capital Assets, net of Related Debt	307,225,164	283,480,465
Restricted	22,344,199	11,361,934
Unrestricted	38,307,760	32,593,375
Net Position	367,877,123	327,435,774
TOTAL LIABILITES, DEFERRED INFLOWS AND NET POSITION	$ 446,523,566	$ 421,114,811

Albany County Airport Authority
2026 Summary of Revenues, Expenses and Net Results
For the seven months ended July 31, 2026

	2026 Adopted FY Budget	July 2026 Budget YTD	July 2026 Actual YTD	Variance YTD	Variance %	July 2025 YTD Unaudited	2026 Actual/ Prior Year Variance %
AIRPORT OPERATING REVENUES							
Airline	$ 14,191,203	$ 12,328,049	$ 12,792,685	$ 464,636	3.8%	$ 12,452,372	2.7%
Non-Airline	43,420,569	25,122,559	25,888,766	766,207	3.0%	24,315,330	6.5%
Total Revenues	57,611,772	37,450,608	38,681,451	1,230,843	3.3%	36,767,702	5.2%
AIRPORT OPERATING EXPENSES							
Personal Services	15,047,390	8,773,689	7,850,954	(922,734)	-10.5%	7,382,983	6.3%
Employee Benefits	7,316,856	4,307,580	4,011,837	(295,743)	-6.9%	3,716,266	8.0%
Utilities & Communications	2,865,614	1,826,133	2,221,252	395,119	21.6%	1,685,263	31.8%
Purchased Services	9,084,020	6,028,462	6,782,278	753,816	12.5%	6,190,528	9.6%
Material & Supplies	6,631,003	3,900,032	4,411,598	511,565	13.1%	3,651,170	20.8%
Office	1,168,560	790,387	603,984	(186,403)	-23.6%	561,151	7.6%
Administration	1,181,471	672,844	541,865	(130,979)	-19.5%	609,385	-11.1%
Non-Capital Equipment	18,000	18,000	68,450	50,450	0.0%	365,717	-81.3%
Total Expenses	43,312,914	26,317,127	26,492,218	175,091	0.7%	24,162,463	9.6%
AIRPORT OPERATING RESULTS	14,298,858	11,133,481	12,189,233	1,055,752	9.5%	12,605,239	-3.3%
FBO OPERATING RESULTS	1,836,297	769,585	1,291,069	521,484	67.8%	1,420,431	-9.1%
TOTAL OPERATING RESULTS	16,135,155	11,903,066	13,480,302	1,577,236	13.3%	14,025,670	-3.9%
OTHER REVENUES (EXPENSES)							
Interest Earnings	2,241,000	1,307,250	1,326,794	19,544	1.5%	1,380,749	-3.9%
Passenger Facility Charges	3,648,084	2,128,049	3,318,385	1,190,336	55.9%	2,124,192	56.2%
ACAA Debt Service	(9,940,000)	(5,798,333)	(5,798,333)	-	0.0%	(5,784,485)	0.2%
Insurance Recoveries	-	-	15,925	15,925	0.0%	-	100.0%
Line of Credit Interest	(200,000)	(175,000)	(92,192)	82,808	-47.3%	(184,191)	0.0%
Grant Income	-	-	-	-	0.0%	59,219	0.0%
Improvement Charges	368,400	214,900	214,900	-	0.0%	214,900	0.0%
Total Other Revenues(Expenses)	(3,882,516)	(2,323,134)	(1,014,521)	1,308,613	-56.3%	(2,189,616)	-53.7%
INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS	**12,252,639**	**9,579,932**	**12,465,781**	**2,885,849**	30.1%	**11,836,054**	**5.3%**
AIRLINE INCENTIVES	(400,000)	(233,333)	(582,192)	(348,859)	149.5%	(325,990)	78.6%
CAPITAL CONTRIBUTIONS	-	-	8,999,151	8,999,151	0.0%	10,141,461	0.0%
INCREASE (DECREASE) IN NET POSITION	$ 11,852,639	$ 9,346,598	$ 20,882,740	11,536,141	123.4%	21,651,525	-3.6%
NET POSITION, BEGINNING OF PERIOD			346,994,383			305,784,249	
NET POSITION, END OF PERIOD			$ 367,877,123			$ 327,435,774	
RECONCIATION TO AIRLINE FUNDS REMAINING:							
NET RESULTS BEFORE CAPITAL CONTRIBUTION	12,252,639	9,579,932	12,465,781	2,885,849	30.1%	11,836,054	5.3%
Less: Capital Improvements	(6,000,000)	(3,500,000)	(3,500,000)	-	0.0%	(4,044,255)	-13.5%
Less: Reserve Requirements	66,020	38,512	38,512	-	0.0%	(650,670)	-105.9%
NET RESULTS	6,318,659	6,118,443	9,004,292	2,885,849	47.2%	7,141,129	26.1%
Revenue Sharing:							
Transfer to/from Airlines (50%)	3,159,330	3,059,222	4,502,146	1,442,925	47.2%	3,570,565	26.1%
Authority Share (50%)	3,159,330	3,059,222	4,502,146	1,442,925	47.2%	3,570,565	26.1%
Less: Airline Incentives	(400,000)	(233,333)	(582,192)	(348,859)	149.5%	(325,990)	78.6%
Net Authority Share	$ 2,759,330	$ 2,825,888	$ 3,919,954	$ 1,094,066	38.7%	$ 3,244,575	20.8%

Albany County Airport Authority
Operating Revenues
For the seven months ended July 31, 2026

	2026 Adopted FY Budget	July 2026 Budget YTD	July 2026 Actual YTD	July 2026 Variance YTD	July 2026 Variance %	July 2025 YTD Unaudited	2026 Actual/ Prior Year Variance %
AIRLINE REVENUES							
COMMERCIAL							
Landing Fees-Signatory	$ 7,550,919	$ 4,950,509	$ 5,317,006	$ 366,497	7.4%	$ 4,892,053	8.7%
Airline Apron Fees	1,138,138	663,915	699,205	35,290	5.3%	585,572	19.4%
Glycol Disposal Fee	317,500	275,000	271,933	(3,067)	-1.1%	253,771	7.2%
CARGO							
Landing Fees-Signatory	854,000	465,889	445,437	(20,453)	-4.4%	433,459	2.8%
TERMINAL							
Loading Bridges	745,324	434,771	380,426	(54,345)	-12.5%	486,085	-21.7%
Space Rental	3,585,322	5,537,964	5,621,305	83,340	1.5%	5,752,773	-2.3%
Non-Signatory Per Turn Fee	0	0	57,374	57,374	0.0%	48,661	17.9%
TOTAL AIRLINE REVENUES	14,191,203	12,328,049	12,792,685	464,636	3.8%	12,452,372	2.7%
NON-AIRLINE REVENUES							
AIRFIELD							
Tenant Maintenance	43,708	25,496	0	(25,496)	-100.0%	31,700	-100.0%
Total Airfield	43,708	25,496	0	(25,496)	-100.0%	31,700	-100.0%
TERMINAL							
Utility Reimbursement	44,155	25,435	25,294	(141)	-0.6%	23,577	7.3%
Tenant Maintenance	24,000	14,000	(18,401)	(32,401)	-231.4%	22,036	-183.5%
Space Rent - Non Airline	196,915	114,867	135,604	20,737	18.1%	144,503	-6.2%
Space Rent - Fixed Non Airline	565,554	329,907	371,289	41,382	12.5%	329,907	12.5%
Food & Beverage	1,596,810	892,735	980,085	87,351	9.8%	918,327	6.7%
Retail	1,059,270	632,402	654,715	22,313	3.5%	631,238	3.7%
Advertising	0	0	1,500	1,500	0.0%	0	0.0%
ATM	14,480	8,447	8,429	(18)	-0.2%	8,408	0.2%
Operating Permits	395,253	236,898	281,152	44,254	18.7%	253,534	10.9%
Vending Machines	19,800	11,550	11,738	188	1.6%	12,335	-4.8%
Baggage Cart Rentals	15,000	8,750	(1,579)	(10,329)	-118.0%	9,682	-116.3%
Total Terminal	3,931,237	2,274,989	2,449,826	174,837	7.7%	2,353,545	4.1%
GROUND TRANSPORTATION							
Parking	25,731,850	15,172,303	14,895,425	(276,878)	-1.8%	14,026,236	6.2%
Rental Cars	6,988,020	3,749,324	4,392,837	643,513	17.2%	3,930,497	11.8%
Access Fees	0	0	0	0	0.0%	65,005	-100.0%
TNCs	408,000	238,000	287,116	49,116	20.6%	274,014	4.8%
Garage Space Rent	93,294	54,421	54,391	(31)	-0.1%	51,456	5.7%
Garage Kiosk Rent	21,600	12,600	12,600	0	0.0%	12,600	0.0%
Total Ground Transportation	33,242,764	19,226,649	19,642,369	415,721	2.2%	18,359,809	7.0%
OTHER AIRPORT							
Telephone System - Tenants	45,916	26,784	25,769	(1,015)	-3.8%	26,732	-3.6%
Building Rental	105,752	44,470	44,470	0	0.0%	43,989	1.1%
Control Tower Rental	824,812	479,843	479,843	0	0.0%	461,211	4.0%
Air Cargo Facility	1,315,376	767,303	761,468	(5,834)	-0.8%	767,303	-0.8%
State Executive Hangar	1,247,083	727,465	727,465	0	0.0%	727,465	0.0%
T Hangars	195,960	114,310	106,130	(8,180)	-7.2%	95,211	11.5%
Tie Downs	1,680	980	(17,044)	(18,024)	-1839.2%	981	-1836.6%
Industrial Park	627,302	363,223	407,041	43,818	12.1%	378,819	7.4%
Land Rental	391,994	228,579	223,629	(4,950)	-2.2%	238,565	-6.3%
Hangar Rental	1,013,693	587,892	587,441	(451)	-0.1%	563,086	4.3%
Antenna Space Rental	86,006	50,102	50,102	0	0.0%	49,308	1.6%
Internet and Cable Access	2,660	1,885	1,885	0	0.0%	1,885	0.0%
Fingerprinting	45,600	26,600	28,889	2,289	8.6%	29,805	-3.1%
Tenant Maintenance	998	583	0	(583)	-100.0%	0	0.0%
Ebay/Scrap/Equipment Sales	5,000	2,917	2,093	(823)	-28.2%	14,831	-85.9%
Utility Reimbursement	176,030	110,489	173,267	62,778	56.8%	123,423	40.4%
Reimbursement of Property Taxes	45,000	20,000	11,598	(8,402)	-42.0%	19,919	-41.8%
Other	72,000	42,000	182,524	140,524	334.6%	27,743	557.9%
Total Other Airport	6,202,860	3,595,425	3,796,570	201,145	5.6%	3,570,277	6.3%
TOTAL NON AIRLINE REVENUES	43,420,569	25,122,559	25,888,766	766,207	3.0%	24,315,330	6.5%
TOTAL REVENUES	$ 57,611,772	$ 37,450,608	$ 38,681,451	$ 1,230,843	3.3%	$ 36,767,702	5.2%

Albany County Airport Authority
FBO Results
For the seven months ended July 31, 2026

	2026 Adopted FY Budget	July 2026 Budget YTD	Actual YTD	Variance YTD	Variance %	July 2025 YTD Unaudited	2026 Actual/ Prior Year Variance %
REVENUES							
Retail Fuel							
Jet A Fuel Sales	$ 6,167,000	$ 3,565,548	$ 3,167,899	$ (397,649)	-11.2%	$ 2,886,331	9.8%
AvGas Fuel Sales	462,400	258,454	305,935	47,481	18.4%	238,724	28.2%
Commercial AvGas Fuel Sales	18,000	10,500	8,119	(2,381)	-22.7%	8,511	-4.6%
Auto & Diesel Fuel Sales	290,000	174,908	203,027	28,119	16.1%	158,960	27.7%
Retail Fuel Sales	6,937,400	4,009,410	3,684,980	(324,430)	-8.1%	3,292,526	11.9%
Into Plane Fees	875,000	491,220	482,115	(9,105)	-1.9%	480,930	0.2%
Fuel Farm Fees	1,230,000	682,610	639,269	(43,342)	-6.3%	666,048	-4.0%
General Aviation Landing Fees	482,500	262,500	281,855	19,355	7.4%	260,427	8.2%
Aircraft Parking Fees	650,000	350,000	600,892	250,892	71.7%	326,991	83.8%
Deicing Services	1,603,790	1,081,350	1,228,602	147,252	13.6%	1,341,002	-8.4%
FBO Properties	441,344	266,470	297,153	30,682	11.5%	323,046	-8.0%
FBO Services	135,500	75,500	118,396	42,896	56.8%	103,761	14.1%
TOTAL REVENUES	12,355,534	7,219,061	7,333,262	114,201	1.6%	6,794,731	7.9%
COST OF SALES							
Fuel Costs - Jet A	2,107,000	1,266,801	1,119,533	(147,268)	-11.6%	1,114,257	0.5%
Fuel Discounts - Jet A	150,000	56,108	62,997	6,890	12.3%	69,724	-9.6%
Fuel Costs - SAF	0	0	0	0	0.0%	0	0.0%
Fuel Costs - AvGas	330,400	184,208	224,847	40,638	22.1%	174,237	29.0%
Fuel Discounts - AvGas	12,000	6,860	8,625	1,765	25.7%	4,947	74.4%
Fuel Costs - Commercial AvGas	13,000	7,583	6,747	(836)	-11.0%	7,068	-4.5%
Fuel Costs - Auto & Diesel	228,000	131,000	176,015	45,015	34.4%	128,290	37.2%
Total Fuel Costs	2,840,400	1,652,560	1,598,763	(53,797)	-3.3%	1,498,523	6.7%
Deicing Costs - Type I & IV	1,180,590	755,847	840,985	85,138	11.3%	760,880	10.5%
Customs Garbage, Oil & Other	64,000	37,324	41,898	4,574	12.3%	40,682	3.0%
Total Cost of Sales	4,084,990	2,445,731	2,481,647	35,916	1.5%	2,300,085	7.9%
Net Operating	8,270,544	4,773,329	4,851,615	78,285	1.6%	4,494,646	7.9%
OPERATING EXPENSES BY CATEGORY							
Personal Services							
Salaries	2,585,398	1,511,974	1,383,328	(128,645)	-8.5%	1,283,717	7.8%
Overtime	232,878	136,882	174,987	38,106	27.8%	137,307	27.4%
Total Personal Services	2,818,276	1,648,855	1,558,315	(90,540)	-5.5%	1,421,024	9.7%
Employee Benefits	860,516	519,551	482,292	(37,259)	-7.2%	382,906	26.0%
Utilities & Communications	116,800	71,511	85,856	14,345	20.1%	74,430	15.4%
Purchased Services	812,592	568,183	539,882	(28,302)	-5.0%	531,772	1.5%
Materials & Supplies							
Buildings	221,500	174,921	49,081	(125,840)	-71.9%	42,861	14.5%
Grounds	37,500	21,750	23,464	1,714	7.9%	8,950	162.2%
Vehicles	991,744	587,705	617,720	30,015	5.1%	424,687	45.5%
Total Materials & Supplies	1,250,744	784,376	690,265	(94,111)	-12.0%	476,497	44.9%
Admistrative Expenses	425,319	261,268	197,339	(63,930)	-24.5%	165,080	19.5%
Non-Capital Equipment	150,000	150,000	6,598	(143,403)	-95.6%	22,504	-70.7%
TOTAL EXPENSES	6,434,247	4,003,744	3,560,546	(443,199)	-11.1%	3,074,215	15.8%
FBO Net Direct Cost	$ 1,836,297	$ 769,585	$ 1,291,069	$ 521,484	67.8%	$ 1,420,431	-9.1%

AGENDA ITEM NO. 6

Project Development

AGENDA ITEM NO. 7

Counsel

AGENDA ITEM NO. 8

Concessions/Ambassador Program

ALB ALBANY INTERNATIONAL AIRPORT

September 23, 2026

Concessions & Ambassador Program Report

Minority Representation in the Concessions Workforce

Date 2026	HMSHost	Paradies	Chick fil A (OHM)	Dunkin	Uncommon Grounds	Minority/Total %
January	21/55=38%	10/19=53%	23/30=77%	3/7=43%	14/25=56%	71/136=52%
February	27/53=51%	11/22=50%	23/30=77%	4/6=67%	14/21=67%	79/132=60%
March	24/62=38%	11/22=50%	23/30=77%	4/6=67%	12/21=57%	83/141=59%
April	27/61=44%	11/23=48%	23/31=74%	4/6=67%	12/17=77%	77/138=58%
May	27/63=43%	11/22=50%	24/32=75%	4/6=67%	15/21=72%	81/144=57%
June	29/64=46%	13/27=49%	24/32=75%	4/7=57%	18/24=75%	88/154=58%
July	28/59=48%	10/21=48%	25/30=84%	1/7=15%	11/24=48%	75/141=53%
August	28/60=47%	9/21=43%	26/30=87%	3/7=43%	12/23=52%	78/141=55%
September						
October						
November						
December						

CDTA Bus Pass Participation – 122 (This represents 14 companies)

Concourse A Food & Beverage Location Update.

The week of October 5th, HMSHost will conduct a site visit.

ALB ALBANY INTERNATIONAL AIRPORT

Concession Revenue

2026						
Date	HMSHost	OHM Chick fil A	Paradies	Uncommon Grounds	Total	$/Enp
January	545,399	194,850	345,633	151,806	1,237,688	$11.32/enp
February	797,984	Closed	449,825	189,106	1,434,915	$11.67/enp
March	888,373	42,183	498,381	206,502	1,632,439	$12.62/enp
April	742,000	208,579	453,228	175,002	1,578,809	$11.94/enp.
May	733,398	264,035	437,990	167,405	1,602,828	$11.94/enp.
June	814,334	321,380	504,644	171,200	1,811,558	$12.55/enp.
July	932,182	367,585	583,875	188,975	2,072,617	$12.48/enp.
August						
September						
October						
November						
December						

Enplanements
January 2026 – 109,370
February 2026 – 123,015
March 2026 – 129,328
April 2026 – 132,191
May 2026 – 134,296
June 2026 – 144,397
July 2026 - 166,165

Ambassador Program

2026 Totals

Tours

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
-	-	-	-	-	6	1	-					

Canines

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
3091	4014	5885	5309	4619	5063	5007	5518					**38,506**

Guest Served

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
5789	4839	3627	7373	7146	4654	7408	6746					**47,582**

Amb Hours

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
649	707	786	843	761	800	803	723					**6,072**

Amb Shifts

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
229	245	285	314	263	331	284	272					**2,223**

Business Center - 2743

Ambassador Milestones 2026

HOURS

100 Hours

Jeff Brunt	2/24/2026 with Miss Tennessee
Janet Witbeck	2/24/2026
Christine Root	4/25/2026

250 Hours

Lois Whitford	3/04/2026
Debby Coan	4/24/2026
Daniel Chouiniere	5/06/2026 with “Doppler” and “Compass”
Barbara Martenis	8/29/2026

500 Hours

Larry Klein	2/24/2026
Benjamin Marvin	3/25/2026
Alan Okun	5/22/2026
Tom Burch	6/19/2026

750 Hours

Robert Mestemaker	12/19/2025
Frank Casey	1/24/2026
Katherine Roddy	3/30/2026

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1000 Hours

Beatrice Dougherty	4/17/2026	
Bob Batson	5/01/2026	
Maryann Hohman	6/08/2026	
Stephen Mac Daniel	7/29/2026	with "Bella"

1500 Hours – Elliot Schwebel 6/08/2026

2000 Hours - Christine Bourgeois 2/24/2026 with PepperJack & Kaytie

3000 Hours – Robert Reinhardt 8/18/2026

4500 Hours - Keith Prior 6/05/2026

5 Years – Christine Lambert 7/4/2026

10 Years - Jo-Ann Gannett 3/02/2026
JoAnn Read 8/28/2026

15 Years - Stephen Cremins 7/01/2026

Lost & Found

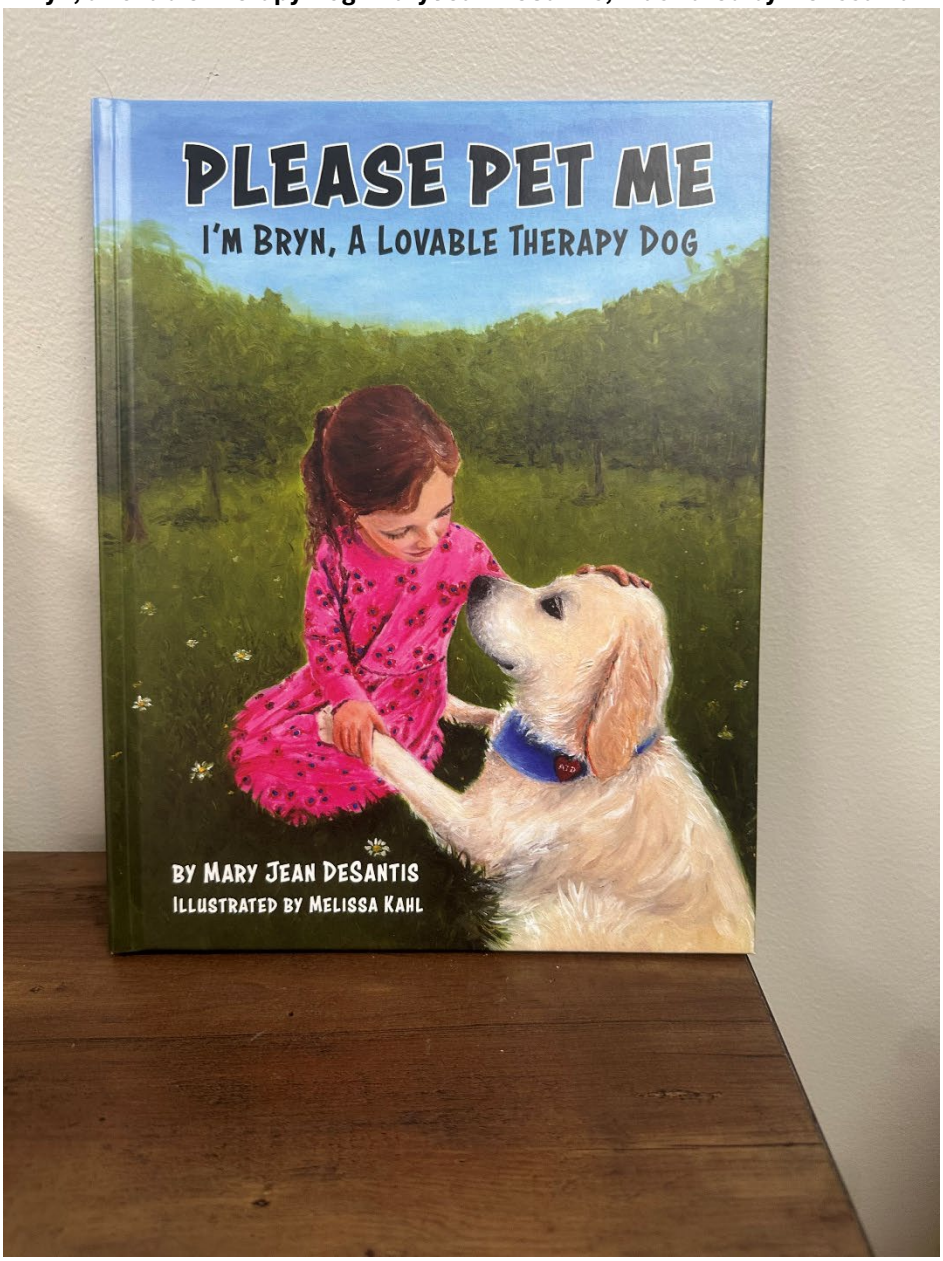
On Thursday, September 3, 2026, we received a call from the Executive Director of the Bethlehem Senior Services Department, Jennifer Casale. The department was responding to an emergency evacuation of a Senior Living Center by order of the NYS Health Department. The residents were limited in what and how much they would be allowed to remove from the premises and needed luggage. We were able to provide 19 pieces of varying sizes to donate from our Lost & Found.

ALB ALBANY INTERNATIONAL AIRPORT

Outstanding Creator Award for
Best Children's Book of Summer 2026

1st Place

"Please Pet Me: I'm Bryn, a Lovable Therapy Dog" Mary Jean DeSantis, illustrated by Melissa Kahl



ALB ALBANY INTERNATIONAL AIRPORT

Champ has exciting news. He's one of the 10 finalists in People Magazine's World Cutest Rescue Dog Contest. They showed his picture on the CBS Morning Show last week and he will be in People Magazine that comes out on Friday. They will select the dogs with the three highest votes to make the semifinals and then celebrity judges will decide the ultimate winner. If you would like to vote for Champ, this is the link. http://www.people.com/rescuedogcontest.



AGENDA ITEM NO. 9

Public Affairs

AGENDA ITEM NO. 10

Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments

AGENDA ITEM NO. 10.1

Amendment to Contract: Amendment No. 1 to Contract No. S-1267 for Design Services for a Guest Amenity Strategy

AGENDA ITEM NO: 10.1
MEETING DATE: September 23, 2026

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
09/23/2026

DEPARTMENT: *Art & Culture Department*

Contact Person: *Matt Mokey, Airport Engineer*
Kathy Greenwood, Director, Exhibitions & Programs

PURPOSE OF REQUEST:

Amendment to Contract: *Amendment No. 1 to Contract No. S-1267 for Design Services for a Guest Amenity Strategy to Architecture+*

CONTRACT AMOUNT:

Contract Amount:	*$20,000.00*
Amendment No. 1	*$35,000.00*
Total	*$55,000.00*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ✓ No ____ NA ____

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal _____ State _____ Airport 100%
Funding Source: *Airport Operating Budget*

JUSTIFICATION:

Authorization is requested to amend Contract S-1267 for Design Services for a Guest Amenity Strategy for Concourse A. This Phase 2 scope of services entails the provision of construction documents and specifications; furniture planning and specifications; and construction administration services. It supplements the completed Phase 1 services, that included conceptual planning, space programming, budget proposal and provision of detailed design renderings.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

AGENDA ITEM NO: 10.1
MEETING DATE: September 23, 2026

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

1) ***Amended Scope of Services***
2) ***Professional Services Agreement***

August 21, 2026

Ms. Kathy Greenwood
Director, Exhibitions & Programs
Albany International Airport/ACAA
737 Albany Shaker Road
Third Floor, Main Terminal, Suite 300
Albany, NY 12211

Project: Concourse A Guest Amenities, Phase 2

Subject: Fee Proposal for Professional Design Services

Dear Kathy:

We are pleased to submit a fee proposal to provide professional design services for the Concourse A Guest Amenities, Phase 2.

PROJECT UNDERSTANDING
This proposal is based on the following project parameters and assumptions:

- Provide construction documents and specifications for the approved concept design developed during Phase 1. Modifications to Concourse A include the following:
  - Replace existing track lighting with new LED recessed track lighting at art and artifact exhibits.
  - Provide acoustical wall treatments at three existing niches along the south side of the concourse corridor. Knee walls will be constructed below the acoustic panels and will be clad with phenolic panels for additional wall protection.
  - Provide new wood slat ceilings with recessed lighting at two of the existing niches. The ceiling material and lighting will match the adjacent decorative wood ceiling above the entry to On the Fly @ Albany market.
  - Provide new wallcovering/protection up to 36" A.F.F. below art installations along the north window wall.
  - Provide furniture planning and specification services for Owner-procured furniture. Recommendations for upholstery services will also be provided.

BASIC SERVICES DESCRIPTION
Services included as part of this proposal are for construction documents, specifications, furniture planning and specifications, and construction administration services for the approved Concourse A Guest Amenities, Phase 2 concept design. They are briefly described below by major tasks.

Construction Documents

- Complete drawings and specifications for the approved concept design.
- Drawings will be organized by trade for both general construction and electrical.
- Conduct one in-person page turn of final contract documents with stakeholders prior to distribution to contractors.
- Conduct one in-person meeting to develop furniture specifications for owner's procurement.

architecture+
LOMONACO & PITTS, ARCHITECTS P.C.
297 River Street, Troy, NY 12180
518-272-4481 • aplususa.com

PRINCIPALS
Francis Murdock Pitts FAIA FACHA OAA
J. Michael Bergen AIA OAA
Brian Barker AIA LEED AP BD+C
Sara Wengert AIA ASID
Mary Kate Young AIA
Valerie Bok AIA LEED AP BD+C
Arien Cartrette AIA
Emily Kohout AIA LEED AP

ASSOCIATES
Felix Lomonaco AIA
Jennifer Snyder
Casey Crossley AIA LEED AP
Stephen Kervin AIA
Angela Doane CID IIDA

Construction Administration

- Attend three site visits and prepare three field reports based on construction observations.
- Process submittals, shop drawings, and samples.
- Respond to RFIs.
- Perform one punchlist walkthrough of the project to record any incomplete or unsatisfactory work.

COMPENSATION

For the basic services outlined herein, we propose an hourly not-to-exceed fee of thirty-five thousand dollars ($35,000), consisting of thirty-two thousand dollars ($32,000) for the Construction Documents and three thousand dollars ($3,000) for Construction Administration services.

Title	Bill Rate
Principal	$310.00
Associate	$220.00
Architectural Designer	$140.00
Interior Designer	$125.00

EXCLUSIONS

Services for hazardous material testing and assessment, site surveying, geotechnical testing and assessment, services associated with planning and zoning approvals, and reproduction costs beyond providing one printed copy of the final construction documents are specifically excluded as basic services. Owner will provide sufficient site information necessary to prepare construction documents.

SCHEDULE

Our anticipated schedule to complete this work is approximately 4-6 weeks from your authorization to proceed in keeping with the following schedule:

- Construction Document Development: 8/31/2026 – 9/25/2026
- Construction Document Page Turn with Stakeholders: Week of 9/28/2026
- Construction Document Revisions: Week of 10/5/2026
- Issue Construction Documents to Owner: 10/16/2026
- Tentative Construction Duration: October - January

TERMS AND CONDITIONS

Billings for services shall be made monthly. Invoices are due and payable upon receipt. Service charges of 1.5% per month will be charged on all invoices over 45 days old. The cost of travel to the project site, phone calls, postage, and one copy of all materials prepared by architecture+ are included in the fee charged. The cost of reproduction of additional copies of materials, express mail, and other services requested by the Owner will be billed as reimbursable expenses at the rate of 1.10 times actual cost.

architecture+ may suspend services after written notice to the client until all monies due have been paid; waiver of this clause one time does not modify this provision. Either party may terminate this Agreement upon seven days written notice. architecture+ shall be compensated for all services performed prior to termination together with reimbursable expenses then due. The fee quoted herein is valid until December 31, 2026.

We look forward to working with the Albany County Airport Authority on this project. Please do not hesitate to contact me if you have any questions or would like to discuss our proposal in more detail.

Agreed to the date above:

Owner:

Albany County Airport Authority

Architect:

Brian L. Barker, AIA, LEED AP EDAC
Principal
architecture

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE

ALBANY COUNTY AIRPORT AUTHORITY
AND
ARCHITECTURE+
LOMONACO & PITTS, ARCHITECTS, P.C.

FOR THE
DESIGN SERVICES FOR A NEW GUEST AMENITY STRATEGY
PHASE 1

AT THE ALBANY INTERNATIONAL AIRPORT

CONTRACT NO. S-1267

THIS AGREEMENT is made and entered into effective the 8th day of May, 2026, by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "Authority"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Main Terminal, 3rd Floor, Albany, NY, 12211 and Architecture+ Lomonaco & Pitts, Architects, P.C., (the "Consultant"), **a New York Corporation** having its office and principal place of business at 297 River Street, Troy, New York 12180.

RECITALS

1. The County of Albany (the "County") is the owner of the Albany International Airport (the "Airport"), located in the Town of Colonie, County of Albany, State of New York.

2. The County and the Authority have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term expiring December 31, 2049, whereby the AUTHORITY has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.

3. The Consultant has heretofore submitted a proposal, dated April 10, 2026, for the project entitled Design Services for a New Guest Amenity Strategy.

4. The Authority has negotiated a scope of work with the Consultant as described herein.

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

ARTICLE I - SERVICES TO BE PERFORMED

The Consultant shall perform the services hereinafter set forth under Article II, entitled "Scope of Work" during the period from execution of this Agreement until completion of the work, as described in Article XIII, hereof.

ARTICLE II - SCOPE OF WORK

The Authority agrees to and hereby does retain and employ the service of the Consultant because of its ability and reputation, and the Consultant agrees to perform such service of said project being particularly described in the Scope of Work, attached as **SCHEDULE "A"** hereto, and made a part hereof.

ARTICLE III - FEES

In consideration of the terms and obligations of this Agreement, the Authority agrees to pay and the Consultant agrees to accept as full compensation for all services rendered under this Agreement those costs for work actually performed in accordance with the "Fee Schedule" attached as SCHEDULE "B" hereto, and made a part hereof.

Consultant's fees in the aggregate shall not exceed $20,000.00.

Payment of fees shall be made upon proper completion of a Claim Form by the Consultant. The Claim Form is set forth at the end of Schedule "B", Fee Schedule. Payment by the Authority to the Consultant shall be due and payable within thirty (30) days of receipt of a complete, accurate and acceptable Claim Form by the Authority. The Authority shall retain five percent (5%) of each payment until 100% completion of the work by Consultant. Upon completion of 100% of the work by the Consultant, and acceptance of such work by the Authority, the Consultant shall be entitled to any amounts retained by the Authority hereunder.

ARTICLE IV - AVAILABLE DATA

All technical or other data relative to the work in the possession of the Authority or in possession of the Consultant shall be made available to either party without expense.

ARTICLE V - COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the Authority and the Authority shall cooperate with the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE VI - EXTRA WORK

If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes Extra Work, the Consultant shall promptly notify the Authority in writing of the fact. The Authority shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes Extra Work. In the event that the Authority determines in writing that such work does constitute Extra Work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE VII - ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Consultant, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the Authority upon request. Such records shall be accessible to the Authority for a period of six (6) years following the date of final payment by the Authority to the Consultant for the performance of the work contemplated herein.

ARTICLE VIII - ASSIGNMENTS

The Consultant specifically agrees as required by Section 109 of the New York General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, sub-contracting, or otherwise disposing of this Agreement, or of Consultant's right, title or interest therein without the previous consent, in writing, of the Authority.

ARTICLE IX - OWNERSHIP OF MATERIALS

All rights, titles and ownership in and to all materials prepared under the provision of this Agreement shall be in the Authority including the right of republication.

ARTICLE X - INDEPENDENT CONTRACTOR

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be an agent, employee, or otherwise of the Authority by reason hereof, and that it will not, by reason hereof, make for itself, its representatives, or employees, any claim, demand or application to or for any right or privilege applicable to an agent, employee, or otherwise of the Authority, including, but not limited to Workman's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or Retirement membership or credit.

ARTICLE XI - INDEMNIFICATION

The Consultant shall indemnify and save harmless the Authority, its employees and agents, including the County of Albany, the Federal Aviation Administration, the State of New York and Avports ALB, LLC, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent act or omission or intentional act of the Consultant, to the extent of their responsibility for such claims, damages, losses and expenses and to the fullest extent as possible by law.

ARTICLE XII - INSURANCE

The CONSULTANT shall procure and maintain at its own expense and without direct expense to the AUTHORITY until final acceptance by the AUTHORITY of the services covered by this Agreement, insurance policies of the kinds and the amounts hereafter provided, issued by insurance companies **licensed** by New York State and having an **A.M. Best rating of "A" or better,** covering all operations under this Agreement, whether performed by the CONSULTANT or by sub-contractors. Before commencing the work, the CONSULTANT shall furnish the AUTHORITY a certificate or certificates, in a form satisfactory to the AUTHORITY, showing that it has complied with these requirements, which certificate or certificates shall provide that the policies shall be automatically renewed and not be materially changed or canceled until thirty (30) days' written notice has been mailed to the AUTHORITY. Certificates which contain a provision or reservation in the cancellation clause that the issuing company will "endeavor to" mail thirty (30) days notice to the certificate holder, "but failure to

mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives," or similar conditional notice of cancellation provisions, will not be accepted by the AUTHORITY.

(a) The kinds and amounts of insurance required are as follows: (CONSULTANT'S sub-contractors and subconsultants shall procure and maintain the same insurance as applicable.)

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for Employees of the CONSULTANT or subcontractor in the event of job-related injuries as required by law.

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 Policies including coverage for any owned automobile(s), hired automobile(s) and non-owned automobile(s), shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage Combined Single Limit	$5,000,000

3. General Liability Insurance: Commercial General Liability (Occurrence Form) including contractual, personal injury, premises/products and completed operations liability, explosion, collapse and underground and broad form property damage and shall cover all operations and shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage Combined Single Limit	$5,000,000

The general liability insurance required must include contractual liability insurance applicable to CONSULTANT'S obligations under this Agreement. Provide a list of all endorsed exclusions, if any. CONSULTANT shall maintain products/completed operations coverage for the duration of this Agreement and for a minimum of three years after completion of all services covered by this Agreement

4. Professional Liability Insurance: CONSULTANT shall maintain a Professional Liability policy throughout the duration of this Agreement and agrees to maintain the policy for a minimum of three years after completion of all services covered by this Agreement.

Limit	$5,000,000 Each Claim

If the policy has an annual aggregate limit, CONSULTANT shall immediately notify the AUTHORITY of any and all claims which have or may be charged against such limit.

The above specified limits may be met through either primary or excess coverage

policies, provided that any excess coverage is written on a following form basis and it is at least as broad as the underlying policies and that any deductible or retention amount does not exceed $25,000 or 10% (in total), whichever is less, of the required liability limits. The AUTHORITY may accept policies with coverage, exclusions or liability limits different than those specified above when such policies, in the sole judgment of the AUTHORITY, will provide satisfactory protection to the AUTHORITY.

The policies specified above, except for Professional Liability, Workers' Compensation and Disability Benefits, shall be endorsed to include the **ALBANY COUNTY AIRPORT AUTHORITY AND ITS AGENT, AVPORTS ALB, LLC, THE COUNTY OF ALBANY, THE FEDERAL AVIATION ADMINISTRATION, and THE STATE OF NEW YORK**, and any other substituted or additional agents the AUTHORITY may hire, as additional insureds, as respects services performed by the CONSULTANT and all policies shall include a provision restricting the right of the insurer to cancel or materially change such coverage except upon thirty days' written notice to AUTHORITY. Certificates evidencing the coverage of the additional insureds a copy of the policy endorsement that adds the requested entities as Additional Insureds, or that section of the General Liability policy that provides for automatic coverage for Additional Insureds when it is required under the terms of a written contract shall be delivered to AUTHORITY prior to performing any services under this Agreement.

If the Project involves on-site construction-phase services by the CONSULTANT, construction contractors shall be required to provide (or AUTHORITY may provide) Owner's Protective Liability insurance naming the **ALBANY COUNTY AIRPORT AUTHORITY, AND ITS AGENT, AVPORTS ALB, LLC, THE COUNTY OF ALBANY, THE FEDERAL AVIATION ADMINISTRATION, and THE STATE OF NEW YORK** and any other substituted and additional consultants the AUTHORITY may retain as named insureds and the CONSULTANT as an additional insured on the construction contractor's liability insurance policies covering claims for personal injuries and property damage.

(b) The policy or policies covering the obligations of the CONSULTANT, set forth in subparagraph (a)(1) above, shall be in accordance with the provisions of any applicable Workers' Compensation or Disability Benefits Law, including for the State of New York, Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.

(c) If AUTHORITY has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONSULTANT in accordance with paragraph (a) on the basis of its not complying with this Agreement, the AUTHORITY will notify CONSULTANT in writing thereof within thirty (30) days of the date of delivery of such certificates to the AUTHORITY. CONSULTANT will provide such additional information in respect of insurance provided by CONSULTANT as the AUTHORITY may reasonably request. Failure of AUTHORITY to give any such notice of objection within the time provided shall constitute acceptance of such insurance as carried by the CONSULTANT as complying with this Agreement.

ARTICLE XIII - TERMINATION OF CONTRACT

The Parties agree that the service set forth under Article II - "Scope of Work" of this Agreement shall commence upon execution of the Agreement and will continue in effect until completed.

The Authority shall have the right at any time to terminate this Agreement without cause, provided that thirty (30) days written notice of such termination is given in advance by the party terminating the contract. In the event this Agreement is terminated, the Consultant shall be entitled to full compensation, as allowed for herein, for all work previously authorized and performed pursuant to this Agreement. This Agreement can be terminated on twenty four (24) hours written notice or termination for cause and compensation to Consultant will be on quantum merit less any backcharges or damages sustained or to be sustained by the Authority.

Suspension or Termination of Performance

(A) Authority may at any time, and for any reason, direct Consultant to stop Consultant's services under this agreement for a period of time. This direction must be in writing and must specify the period during which the services are to be stopped. Consultant shall resume services on the date specified in the direction, or on any other date owner subsequently specifies in writing. The period during which services are stopped is deemed to be added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim against owner.

(B) In the event that:

- (a) For any reason or through any cause, consultant fails to complete performance within the time fixed for performance under this agreement:
- (b) Grounds for cancellation of the agreement under this section arise;
- (c) Consultant otherwise defaults under this agreement;
- (d) Authority gives consultant written notice that in its opinion, the conduct of consultant is such that the interests of owner are likely to be impaired or prejudiced, stating the facts on which the opinion is based; then authority may, on written notice to consultant, immediately terminate this agreement for cause.

(C) Nothing in this Section is to be construed to relieve consultant from any liability and/or damages sustained by authority as a result of any breach by consultant of this agreement, and payment by authority to consultant of any monies pursuant to this section does not bar owner from any and all remedies it may otherwise have against consultant for any failure of consultant to perform its services in accordance with this agreement.

(D) Authority is not required to pay consultant under this section until consultant has satisfactorily completed the services required to be performed to the agreed point of suspension of termination.

(E) Payment by owner to consultant of any monies pursuant to this Section does not bar owner from any and all remedies it may otherwise have against consultant for any failure of consultant to perform its services in accordance with this agreement.

(F) If this agreement is terminated for any reason, consultant, prior to any payment to consultant pursuant to this section, shall deliver to authority the complete set of all original drawings prepared to the date of termination. Authority is entitled to use the ideas and designs contained in this agreement for the completion of the project; in the event of termination of this agreement or upon completion of the project, authority may, at all times, retain the originals of all such drawings, originals of renderings, special art work, or models. All drawings, plans, specifications, rendering and models,

etc. are the property of authority. They are not to be used by any person other than authority on other projects unless expressly authorized by owner. Consultant is not responsible for any work that has not been completed as of the date of termination under this agreement.

ARTICLE XIV - DELIVERY OF RECORDS

In the event of the termination of this Agreement, as provided in ARTICLE XIII, hereof, all data and records pertaining to the Agreement shall be delivered within twenty (20) days to the Authority or its duly authorized representative. In case of failure of the Consultant to make such delivery on demand, then and in that event, the Consultant shall be liable to the Authority for any damages it may sustain by reason thereof.

ARTICLE XV - DISSOLUTION

In the event of dissolution of the Consultant during the existence of this Agreement, the Consultant shall give thirty (30) days' notice in writing to the Authority in advance of such dissolution.

ARTICLE XVI - LICENSES

The Consultant shall at all times obtain and maintain all licenses required by New York State to perform the services required under this Agreement.

ARTICLE XVII - NON-DISCRIMINATION REQUIREMENT

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the Consultant agrees that it shall not, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII - NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Authority for payment, the Authority will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Authority of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XIX - APPLICABLE LAW

This Agreement shall be construed for all purposes under the laws of the State of New York. Any litigation pursuant to this Agreement shall be in the Supreme Court of the State of New York in the County of Albany.

ARTICLE XX – MANDATORY FEDERAL CONTRACT PROVISIONS

Federal laws and regulations prescribe that certain provisions be included in certain contracts. The provisions set forth in Appendix B are attached hereto and made a part hereof.

ARTICLE XXI - NOTICE

All notices and documents required to be given or made by the Consultant pursuant to this Agreement shall be given or made to:

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

All notices and documents to be given or made by the Authority pursuant to this Agreement shall be given or made to:

Architecture+
Lomonaco & Pitts, Architects, P.C.
297 River Street
Troy, New York 12180

ARTICLE XXII - INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Authority or Consultant in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Authority, acting by and through the Chairman of the Authority, and the Consultant, by and through a duly authorized officer has executed this Agreement effective the day and year first above written. The Authority and Consultant agree to delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed original of this Agreement is as effective as delivery of an originally executed Agreement.

ALBANY COUNTY AIRPORT AUTHORITY

BY: _____

Samuel A. Fresina
Chairman
Or
Peter F. Stuto, Esq.
Chief Executive Officer

ARCHITECTURE+
LOMONACO & PITTS, ARCHITECTS, P.C.

BY: _____
NAME; BRIAN BOEKER
TITLE: PRINCIPAL / VP

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

On the _____ day of _____, 20___, before me personally appeared Samuel A. Fresina, to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority; and that he signed his name thereto by like authorization.

_____
Notary Public

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

On the 8th day of May, 2026, before me personally appeared Peter F. Stuto, Esq., to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chief Executive Officer of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority; and that he signed his name thereto by like authorization.

Jennifer A. Munger
Notary Public

JENNIFER A. MUNGER
Notary Public, State of New York
No. 01MU6246332
Qualified in Schenectady County
Commission Expires Aug. 08, 2027

STATE OF)
) ss.:
COUNTY OF)

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

_____
Notary Public



STATE OF New York)
) ss.:
COUNTY OF Rensselaer)

On this 4th day of May, 2026, before me personally came Brian Barker, to me known, who being by me duly sworn, did depose and say that he/she resides in Rensselaer County, that he/she is the of Principal of Architecture, the corporation described in, and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order to the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

CHERIE A TAYLOR DICENZO
NOTARY PUBLIC. STATE OF NEW YORK
Registration No. 01TA6393254
Qualified in Schenectady County
Commission Expires June 10, 2027

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

On this _____ day of _____, 20___, before me personally came ____ _____, to me known, who, being duly sworn, did depose and say that he resides in _____ County, that he is a _____ of _____ the partnership described in, and which executed the within instrument.

Notary Public

SCHEDULE "A"

SCOPE OF WORK

SCHEDULE "B"

FEE SCHEDULE
(with Claim Form, attached)

April 10, 2026

Ms. Kathy Greenwood
Director, Exhibitions & Programs
Albany International Airport/ACAA
737 Albany Shaker Road
Third Floor, Main Terminal, Suite 300
Albany, NY 12211

Project: Concourse A Guest Amenities, Phase 1

Subject: Fee Proposal for Conceptual Design Services

Dear Kathy:

We are pleased to submit a fee proposal to provide conceptual design services for the Concourse A Guest Amenities, Phase 1 initiative.

PROJECT UNDERSTANDING
This proposal is based on the following project parameters and assumptions:

- Provide three conceptual designs for guest seating and associated interiors improvements at Areas A through J as shown on Attachment A and additional areas as discussed at our initial walk-through. Each concept shall be designed to lower, medium and higher tiered budget expectations ranging from ~$350,000 to $950,000 subject to Board approval.
- Provide presentation graphics for each concept for presentation to the Board.
- Concepts shall include a range of improvements including but not limited to new and existing furniture/seating, wall finishes, built-ins, art, soffits, and lighting/power improvements,

BASIC SERVICES DESCRIPTION
Services included as part of this proposal are for visioning, space programming, and conceptual planning only. They are briefly described below by major tasks.

Conceptual Design Services

- Conduct weekly virtual progress meetings with the stakeholder team as needed.
- Conduct one site visit to document existing conditions.
- Prepare draft design concepts for stakeholder review and comment.
- Prepare presentation materials in plan, elevational and 3D views for Board presentation.
- Prepare a conceptual budget cost estimate for each of three concepts.

COMPENSATION
For the basic services outlined herein, we propose an hourly not-to-exceed fee of twenty thousand dollars ($20,000).

Title	Bill Rate
Principal	$310.00
Associate	$220.00
Architectural Designer	$140.00
Interior Designer	$125.00

architecture
LOMONACO & PITTS, ARCHITECTS P.C.
297 River Street, Troy, NY 12180
518-272-4481 • aplususa.com

PRINCIPALS
Francis Murdock Pitts FAIA FACHA OAA
J. Michael Bergen AIA OAA
Brian Barker AIA LEED AP BD+C
Sara Wengert AIA ASID
Mary Kate Young AIA
Valerie Bok AIA LEED AP BD+C
Arien Cartrette AIA
Emily Kohout AIA LEED AP
ASSOCIATES
Felix Lomonaco AIA
Jennifer Snyder
Casey Crossley AIA LEED AP
Stephen Kervin AIA
Angela Doane CID IIDA

EXCLUSIONS
Services for hazardous material testing and assessment, site surveying, geotechnical testing and assessment, services associated with planning and zoning approvals, and reproduction costs beyond providing one printed copy of the final conceptual design are specifically excluded as basic services. Owner will provide sufficient site information necessary to prepare conceptual designs.

SCHEDULE
Our anticipated schedule to complete this work is approximately 6-8 weeks from your authorization to proceed in keeping with the following schedule:

- May 11th: Draft Concept Design for Review
- May 20th: Complete Concept Designs with Tiered Cost Options
- June 8th: Board Meeting Review and Presentation

TERMS AND CONDITIONS
Billings for services shall be made monthly. Invoices are due and payable upon receipt. Service charges of 1.5% per month will be charged on all invoices over 45 days old. The cost of travel to the project site, phone calls, postage, and one copy of all materials prepared by architecture+ are included in the fee charged. The cost of reproduction of additional copies of materials, express mail, and other services requested by the Owner will be billed as reimbursable expenses at the rate of 1.10 times actual cost.

architecture+ may suspend services after written notice to the client until all monies due have been paid; waiver of this clause one time does not modify this provision. Either party may terminate this Agreement upon seven days written notice. architecture+ shall be compensated for all services performed prior to termination together with reimbursable expenses then due. The fee quoted herein is valid until December 31, 2026.

We are excited to work with the Albany County Airport Authority on this innovative project. Please do not hesitate to contact me if you have any questions or would like to discuss our proposal in more detail.

Agreed to the date above:

Owner:

Albany County Airport Authority

Architect:

Brian L. Barker, AIA, LEED AP EDAC
Principal
architecture+

CLAIM FORM

TAX EXEMPT TAX ID NO. 14-1768979

SOLD TO: ALBANY COUNTY AIRPORT AUTHORITY

CLAIMANT

ADDRESS

LEAVE THESE SPACES BLANK	
RECEIVED FOR AUDIT	AMOUNT
ORDER	EXTENSIONS
CLAIM APPROVED THIS DATE	AMOUNT
SINGED:	AUDITOR
DATE PAID:	CHECK NO.

OFFICE OR DEPARTMENT | CODE

P.O. NO.	QUANTITY	DESCRIPTION OF ITEMS OR WORK PERFOMRED	UNIT PRICE	AMOUNT
		LIST INVOICE OR SALES SLIP NUMBERS IF AVAILABLE		
			TOTAL	$

Claims must be rendered in DUPLICATE to head of department for which services or materials are furnished.

CERTIFICATE OF CLAIMANT

I, ... do hereby certify
(Print or type name of person certifying, whether claimant, member of firm or officer of corporation)
that I am
.....(if individual, leave blank, if partner, write "a member of the firm [naming the firm]"; if corporation, title of officer and name of corporation) and that this claim is true and correct and that the amount claimed is due, owing and unpaid; that the services were actually rendered, the disbursements actually and necessarily made or the supplies or equipment actually delivered and that the consideration has passed to the Albany County Airport Authority as stated herein; that no Federal or State taxes for which the Authority is exempt are included in the purchase price. Certified True and Correct.

NOTICE TO INDIVIDUAL CLAIMANTS

If this claim is being submitted for payment to an individual for services rendered or for any reason other than reimbursement of expenses incurred on Authority business, you must supply your Fed. Tax ID No. or your Social Security No. in the space provided.

Federal Tax Identification No. or Social Security No.	

.....
CLAIMANT

.....
BY

Dated.....20.....

CERTIFICATE OF APPROVAL BY DEPARTMENT HEAD OR OFFICER THROUGH WHOM CLAIM ORIGINATED

I hereby certify that the services enumerated in this claim were actually rendered by the persons named; the disbursements made; or the supplies or equipment were actually delivered, accepted, counted and inspected by me and are satisfactory and of the quantity and quality specified in such claim; that the contract price has been earned; that the services, disbursements, supplies or equipment were necessary and have been, or will be applied to the use of this department.

Dated....., 20.....

.....
HEAD OF DEPARTMENT

CLAIM NO.

Rev 07-15

SCHEDULE "C"

INSURANCE CERTIFICATE(S)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northeast Limited 467 Kinderkamack Rd Oradell NJ 07649-1509 License#: BR-767175	CONTACT NAME: Kevin Esler PHONE (A/C, No, Ext): 201-262-1200 FAX (A/C, No): 201-262-7810 E-MAIL ADDRESS: NOE.ORADELL.CERTS@HUBINTERNATIONAL.COM
INSURED Lomonaco & Pitts, Architects P.C dba Architecture + 297 River Street Troy NY 12180 LOMO&PI-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Travelers Indemnity Company of Connecticut 25682 INSURER B : The Travelers Indemnity Company 25658 INSURER C : Selective Insurance Company of South Carolina 19259 INSURER D : Arch Insurance Company 11150 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 47522880 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6802N660417-26-47	3/27/2026	3/27/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	6802N660417-26-47	3/27/2026	3/27/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP8G922541-26-47	3/27/2026	3/27/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 9094125	3/27/2026	3/27/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability		N	PAAEP0159302	7/19/2025	7/19/2026	Per Claim Limit Aggregate Limit Per Claim Deductible	$5,000,000 $5,000,000 $35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Cyber Liability Policy No. PLM-CBSGORGWPIZ- 002, EFF: 4/29/26-4/29/27; Palomar Excess and Surplus Ins. Co., NAIC No.16754 ; Lim: $2M.
RE: Contract No. S-1267. Additional Insureds - Albany County Airport Authority and its agent, AVPORTS ALB, LLC and the County of Albany and the Federal Aviation Administration and the State of New York is Additional Insured with respects to the General Liability and Auto Liability if required by written contract. General, auto and excess Liability additional insured is primary and non-contributory where required by written contract. Waiver of subrogation applies as respects general, auto and excess liability and workers compensation where required by written contract
All policies have a 30 day notice of cancellation if required by written contract; unless cancellation is for non payment of premium and then cancellation is 10 days.

CERTIFICATE HOLDER

Albany County Aiport Authority
Albany International Airport
737 Albany Shaker Road 3rd Fl
Albay NY 12211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Lomonaco & Pitts, Architects P.C., d/b/a Architecture + 297 River Street Troy, NY 12180 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 518-272-4481 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 141714110
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) State University Construction Fund State University Plaza 353 Broadway Albany, New York 12243 Albany County Airport Authority Albany International Airport 737 Albany Shaker Road 3rd Fl Albay NY 12211	3a. Name of Insurance Carrier Selective of South Carolina 3b. Policy Number of Entity Listed in Box "1a" WC-9094125 3c. Policy effective period 03/27/2026 to 03/27/2027 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Timothy P. Esler
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Timothy Esler Digitally signed by Timothy Esler DN: cn=Timothy Esler, o=Fenner & Esler, ou, email=tesler@fenner-esler.com, c=US Date: 2025.02.28 08:03:26 -05'00'
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 201-262-1200

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
Lomonaco & Pitts Architects PC DBA Architecture +
297 River Street
Troy, NY 12180

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
518-272-4481

1c. Federal Employer Identification Number of Insured or Social Security Number
141714110

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Albany County Aiport Authority
Albany International Airport
737 Albany Shaker Road 3rd Fl
Albay NY 12211

3a. Name of Insurance Carrier
Arch Insurance Company

3b. Policy Number of Entity Listed in Box 1a
11DBL8092500

3c. Policy Effective Period
1/1/2026 to 12/31/2026

4. Policy provides the following benefits:
- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 4/29/2026 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 877-369-0979 Name and Title James Iannicelli, AVP Accident & Health

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note:** Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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26.	Iran Divestment Act	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

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

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

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

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

   As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

   The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency[1] the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA[2]), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215 Highway Training and Education
20.219 Recreational Trails Program
20.XXX Highway Planning and Construction - Highways for LIFE;
20.XXX Surface Transportation Research and Development;
20.500 Federal Transit-Capital Investment Grants
20.505 Federal Transit-Metropolitan Planning Grants
20.507 Federal Transit-Formula Grants
20.509 Formula Grants for Other Than Urbanized Areas
20.600 State and Community Highway Safety
23.003 Appalachian Development Highway System
23.008 Appalachian Local Access Roads.

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

[2] http://www.cfda.gov/

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

Contractor/Consultant, by entering into this agreement, certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The Contractor/Consultant, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

AGENDA ITEM NO. 10.2

Amendment No. 2 to Contract No. SC-1203: Plumbing Services BPI Piping, Inc.

AGENDA ITEM NO: 10.2
MEETING DATE: September 23, 2026

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
09/23/2026

DEPARTMENT: *Engineering*

Contact Person: *John LaClair, Chief Engineer*

PURPOSE OF REQUEST:

Amendment No. 2 to Contract No. SC-1203: Plumbing Services BPI Piping, Inc.

CONTRACT AMOUNT:

Contract Amount	$ *75,000 – ACAA Approved 11/21/2024*
Amendment No. 1	*150,000 – ACAA Approved 7/14/2025*
Amendment No. 2	*150,000**
Total	*$375,000*

** Pending approval at this meeting.*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes √ **No** ___

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal ____ **State**____ **Airport** *100%*
Funding Source: 2026 Operating Budget

JUSTIFICATION:

The Airport relies upon the services of an independent contractor to provide plumbing and drain repairs and maintenance as directed by the Airport Engineering and Maintenance Departments on an as needed basis. Due to increased demand related to the many major construction projects and the age of the airport infrastructure, immediate repairs and maintenance has become increasingly necessary.

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 Acting Chief Financial Officer has approved. YES √ *NA*

AGENDA ITEM NO: 10.2
MEETING DATE: September 23, 2026

BACK-UP MATERIAL:

1) Draft Amendment No. 2

AMENDMENT NO. 2 TO
CONTRACT NO. S-1203

PLUMBING SERVICES

AT THE ALBANY INTERNATIONAL AIRPORT

THIS AMENDMENT is made and entered into effective the_____day of _____ _____, 20___ by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "AUTHORITY"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Third Floor, Albany, New York, 12211 and **BPI Piping, Inc., 95 Hudson River Road, Waterford, New York 12188,** (the "Consultant").

RECITALS

1. The County of Albany (the "County") is the owner of the Albany County Airport (the "Airport"), located in the Town of Colonic, County of Albany, State of New York.

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

3. The AUTHORITY and the consultant entered into a Professional Service Agreement (the "AGREEMENT"), dated December 12, 2024 amended by Amendment No. 1 to the AGREEMENT, dated **August 12, 2025**, for **Plumbing Services** at the Albany International Airport.

4. This AMENDMENT to the AGREEMENT has been duly authorized by the AUTHORITY by resolution adopted September 23, 2026.

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

A. Article IV, of the AGREEMENT, entitled FEES is amended as follows:

"For the services described in **Schedule "A" of the Services Agreement dated December 12, 2024, there is a Total Fee Amount, billed on a time and material basis, not to exceed $75,000.00 and increased by Amendment No. 1 in the amount of $150,000.00.** The total obligation for this agreement is increased from **$225,000.00 to $375,000.00.**

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

ALBANY COUNTY AIRPORT AUTHORITY

BY: _____

Samuel A. Fresina, Chairman
Or,
Peter F. Stuto, Esq.
Chief Executive Officer

BPI Plumbing, Inc.

BY: _____

Name:
Title:

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

On the _____ day of _____, 20____ before me personally appeared **Samuel A. Fresina**, to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on **September 23, 2026**; and that he signed his name thereto by like authorization.

_____
Notary Public

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

On the _____ day of _____, 20____ before me personally appeared **Peter F. Stuto, Esq.**, to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chief Executive Officer of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on **September 23, 2026**; and that he signed his name thereto by like authorization.

_____
Notary Public

STATE OF)
) ss.:
COUNTY OF)

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

_____
Notary Public

STATE OF)
) ss.:
COUNTY OF)

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

_____
Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 20___, before me personally came ____ _____, to me known, who, being duly sworn, did depose and say that he resides in _____ County, that he is a _____ of _____ the partnership described in, and which executed the within instrument.

_____
Notary Public

AGENDA ITEM NO. 10.5

Authorization to amend Services Agreement, Contract SC-1262 with Art Domantay Artwork, LLC, to add Phase 4 to installation of artwork in Contract SC-1247 (Flying Close to Rosewater by Jean Shin)

AGENDA ITEM NO: 10.5
MEETING DATE: September 23, 2026

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
09/23/2026

DEPARTMENT: *Exhibitions & Programs*

Contact Person: *John O'Donnell, Chief Operating Officer*
Kathy Greenwood, Director Exhibitions & Programs

PURPOSE OF REQUEST: *Authorization to amend Services Agreement, Contract SC-1262 with Art Domantay Artwork, LLC, to add Phase 4 to installation of artwork in Contract SC-1247 (Flying Close to Rosewater by Jean Shin)*

CONTRACT AMOUNT:

$75,000.00 - Phases 1-3 ACAA Approved 11/21/2025
*51,094.55 – Phase 4**
Total Contract Amount: *$126,094.55*

**Pending approval at this meeting.*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes_✓_ No____ NA____
Funding Account No.:

AWARD CONDITIONS MET:

Apprenticeship _N/A__ DBE _N/A__ MWBE _N/A__

Service Disabled Veteran Owned Business (SDVOB) _N/A__

FISCAL IMPACT - FUNDING (Dollars or Percentages)

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

JUSTIFICATION:

Authorization is requested to amend Services Agreement, Contract SC-1262 with Art Domantay Artwork, LLC to add a fourth phase of installation for the artwork in Contract SC-1247, Flying Close to Rosewater. This additional phase will complete the installation of the artwork in the Departure Hall, suspending approximately 1500 cast resin and rose petal discs from the armature installed in Phases 1-3. As the number of required security checks, engineering documents and structural adaptations expanded during Phases 1-3, costs increased with the scope of the project.

AGENDA ITEM NO: 10.5
MEETING DATE: September 23, 2026

As the installation of the ceiling was paused for corrective measures, this team's planned installation activity was also disrupted, causing delays and cost increases as well.

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 Acting Chief Financial Officer has approved. **Yes** ✓ **NA**_____

BACK-UP MATERIAL:

1) *Estimate for Phase 4 Scope of Services*
2) *Contract No. SC-1262 (Phases 1-3)*

Art Domantay Artworks LLC
160 Marine St
Bronx, NY 10464-1624 US
artdomantay@gmail.com

Estimate

ADDRESS
Kathy Greenwood
Albany County Airport Authority
737 Albany Shaker Rd. Main
Terminal, Suite 300
Albany, New York 12211

SHIP TO
Kathy Greenwood
Albany County Airport Authority
737 Albany Shaker Rd. Main
Terminal, Suite 300
Albany, New York 12211

ESTIMATE # 1052
DATE 09/15/2026
EXPIRATION DATE 11/15/2026

SHIP DATE
12/01/2026

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Jean Shin: Phase 4: Rose Petal Disc installation: December 2026/January 2027:			
fee	Phase 3/4: Arup Structural Engineering stamped statement and analysis or use similar Structural engineer	2	1,750.00	3,500.00
fee	Phase 4: Art Domantay: Coordination and labor: project management	1	10,000.00	10,000.00
fee	2 day: Art Domantay Pre-Installation fee	10	125.00	1,250.00
fee	2 day: Ryan Gdovin Pre-Installation fee	10	35.00	350.00
misc materials	misc hardwares and supplies	1	2,000.00	2,000.00
misc materials	Flooring protection: 1/2" sanded plywood	20	55.00	1,100.00
misc materials	Flooring protection: ram board tape, ram board	1	600.00	600.00
Transportation	Art D x Ryan: lodging ($2500) , tolls, refuel	1	3,500.00	3,500.00
travel	Travel: Per diem for Art D. and Ryan G.	10	150.00	1,500.00
Transportation	Transportation of Rose Petals (JS Studio to Albany)	1	3,500.00	3,500.00
Transportation	Truck rental: Tools and gear, dollies, panel carts	1	4,500.00	4,500.00
tools rental	tool rental: laser tools, power tools, dollies, carts	9	250.00	2,250.00
fee	Phase 4: Update Cut sheet and safety plan work	1	1,000.00	1,000.00
install labor	Lead Local installer: $40/hour x 10 hour	9	400.00	3,600.00
install labor	Local installer: $35/hour x 10 hour	7	350.00	2,450.00
install labor	Local installer: $35/hour x 10 hour	7	350.00	2,450.00
install labor	Local installer: $35/hour x 10 hour	7	350.00	2,450.00
install labor	Ground crew installer: $35/hour x 10 hour	7	350.00	2,450.00
install labor	(2) crew members to assist for load out	1	700.00	700.00
trash fee	removal of plywood, packing, etc	1	500.00	500.00
rental vehicle	(2) 24'-26' scissor lifts rented by ALB Airport	1	1,444.00	1,444.00

SUBTOTAL	51,094.00
TAX (0%)	0.00
TOTAL	**$51,094.00**

Accepted By

Accepted Date 09/15/2026

SERVICES AGREEMENT
BETWEEN THE

ALBANY COUNTY AIRPORT AUTHORITY
AND
ART DOMANTAY ARTWORKS LLC

FOR THE

COORDINATION, ASSEMBLY, TRANSPORT AND INSTALLATION OF THE ARTWORK

AT THE ALBANY INTERNATIONAL AIRPORT

CONTRACT NO. SC-1262

THIS AGREEMENT is made and entered into effective the 21st day of November, 2025, by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "Authority"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Main Terminal, 3rd Floor, Albany, NY, 12211 and Art Domantay Artworks, LLC, (the "Consultant"), a New York Corporation having its office and principal place of business at 160 Marine Street, Bronx, New York 10464.

RECITALS

1. The County of Albany (the "County") is the owner of the Albany International Airport (the "Airport"), located in the Town of Colonie, County of Albany, State of New York.

2. The County and the Authority have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term expiring December 31, 2049, whereby the AUTHORITY has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.

3. The Consultant has heretofore submitted a proposal, dated November 21, 2025, for the project entitled Coordination, Assembly, Transport and Installation of the Artwork.

4. The Authority has negotiated a scope of work with the Consultant as described herein.

5. This Agreement had been duly authorized by the Albany County Airport Authority by resolution adopted on November 21, 2025.

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

ARTICLE I - SERVICES TO BE PERFORMED

The Consultant shall perform the services hereinafter set forth under Article II, entitled "Scope of Work" during the period from execution of this Agreement until completion of the work, as described in Article XIV, hereof.

ARTICLE II - SCOPE OF WORK

The Authority agrees to and hereby does retain and employ the service of the Consultant because of its ability and reputation, and the Consultant agrees to perform such service of said project being particularly described in the Scope of Work, attached as **SCHEDULE "A"** hereto, and made a part hereof.

Phase 1 – November 22, 2025 to November 23, 2025
Phase 2 – TBD – Agreement shall be amended with scope and dates
Phase 3 – TBD – Agreement shall be amended with scope and dates

Prior to the commencement of work in Phases 2 and 3, the Authority and any experts/consultants deemed necessary by the Authority shall review, approve and give the contractor a written notice to procced with all necessary documentation to be attached.

ARTICLE III – TERM

The services and terms outlined in this Agreement shall be in full force and effect commencing on November 21, 2025. This Agreement shall terminate upon approved completion of the final installation of the Artwork.

ARTICLE IV – FEES

In consideration of the terms and obligations of this Agreement, the Authority agrees to pay and the Consultant agrees to accept as full compensation for all services rendered under this Agreement those costs for work actually performed in accordance with the "Fee Schedule" attached as SCHEDULE "B" hereto, and made a part hereof.

Consultant's fees in the aggregate shall not exceed $75,000.00.

Phase 1 – Not to exceed $25,000.00
Phase 2 – TBD – Agreement shall be amended with scope and dates
Phase 3 – TBD – Agreement shall be amended with scope and dates

Payment of fees shall be made upon proper completion of a Claim Form by the Consultant. The Claim Form is set forth at the end of Schedule "B", Fee Schedule. Payment by the Authority to the Consultant shall be due and payable within thirty (30) days of receipt of a complete, accurate and acceptable Claim Form by the Authority. The Authority shall retain five percent (5%) of each payment until 100% completion of the work by Consultant. Upon completion of 100% of the work by the Consultant, and acceptance of such work by the Authority, the Consultant shall be entitled to any amounts retained by the Authority hereunder.

ARTICLE V - AVAILABLE DATA

All technical or other data relative to the work in the possession of the Authority or in possession of the Consultant shall be made available to either party without expense.

ARTICLE VI - COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the Authority and the Authority shall cooperate with the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE VII- EXTRA WORK

If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes Extra Work, the Consultant shall promptly notify the Authority in writing of the fact. The Authority shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes Extra Work. In the event that the Authority determines in writing that such work does constitute Extra Work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE VIII - ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Consultant, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the Authority upon request. Such records shall be accessible to the Authority for a period of six (6) years following the date of final payment by the Authority to the Consultant for the performance of the work contemplated herein.

ARTICLE IX - ASSIGNMENTS

The Consultant specifically agrees as required by Section 109 of the New York General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, sub-contracting, or otherwise disposing of this Agreement, or of Consultant's right, title or interest therein without the previous consent, in writing, of the Authority.

ARTICLE X - OWNERSHIP OF MATERIALS

All rights, titles and ownership in and to all materials prepared under the provision of this Agreement shall be in the Authority including the right of republication.

ARTICLE XI - INDEPENDENT CONTRACTOR

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be an agent, employee, or otherwise of the Authority by reason hereof, and that it will not, by reason hereof, make for itself, its representatives, or employees, any claim, demand or application to or for any right or privilege applicable to an agent, employee, or otherwise of the Authority, including, but not limited to Workman's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or Retirement membership or credit.

ARTICLE XII - INDEMNIFICATION

The Consultant shall indemnify and save harmless the Authority, its employees and agents, including the County of Albany, the Federal Aviation Administration, the State of New York and Avports ALB, LLC, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent act or omission or

intentional act of the Consultant, to the extent of their responsibility for such claims, damages, losses and expenses and to the fullest extent as possible by law.

ARTICLE XIII - INSURANCE

The CONSULTANT shall procure and maintain at its own expense and without direct expense to the AUTHORITY until final acceptance by the AUTHORITY of the services covered by this Agreement, insurance policies of the kinds and the amounts hereafter provided, issued by insurance companies licensed by New York State and having an A.M. Best rating of "A" or better, covering all operations under this Agreement, whether performed by the CONSULTANT or by sub-contractors. Before commencing the work, the CONSULTANT shall furnish the AUTHORITY a certificate or certificates, in a form satisfactory to the AUTHORITY, showing that it has complied with these requirements, which certificate or certificates shall provide that the policies shall be automatically renewed and not be materially changed or canceled until thirty (30) days' written notice has been mailed to the AUTHORITY. Certificates which contain a provision or reservation in the cancellation clause that the issuing company will "endeavor to" mail thirty (30) days' notice to the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives," or similar conditional notice of cancellation provisions, will not be accepted by the AUTHORITY.

(a) The kinds and amounts of insurance required are as follows: (CONSULTANT'S sub-contractors and subconsultants shall procure and maintain the same insurance as applicable.)

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for Employees of the CONSULTANT or subcontractor in the event of job-related injuries as required by law.

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 Policies including coverage for any owned automobile(s), hired automobile(s) and non-owned automobile(s), shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage Combined Single Limit	$5,000,000

3. General Liability Insurance: Commercial General Liability (Occurrence Form) including contractual, personal injury, premises/products and completed operations liability, explosion, collapse and underground and broad form property damage and shall cover all operations and shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage Combined Single Limit	$5,000,000

The general liability insurance required must include contractual liability insurance applicable to CONSULTANT'S obligations under this Agreement. Provide a list of all endorsed exclusions, if any. CONSULTANT shall maintain

Art Domantay Artworks LLC
160 Marine St
Bronx, NY 10464-1624 US
artdomantay@gmail.com

INVOICE

BILL TO
Kathy Greenwood
Albany County Airport Authority
737 Albany Shaker Rd. Main Terminal, Suite 300
Albany, New York 12211

SHIP TO
Kathy Greenwood
Albany County Airport Authority
737 Albany Shaker Rd. Main Terminal, Suite 300
Albany, New York 12211

INVOICE # 1372
DATE 07/10/2026
DUE DATE 07/10/2026
TERMS Due on receipt

SHIP DATE
11/15/2026

P.O. NUMBER
159876 Phase 4

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Jean Shin: Phase 4: Rose Petal Disc installation: December 2026/January 2027:			
fee	Phase 3/4: Arup Structural Engineering stamped statement and analysis or use similar Structural engineer	2	1,750.00	3,500.00
fee	Phase 4: Art Domantay: Coordination and labor: project management	1	10,000.00	10,000.00
fee	2 day: Art Domantay Pre-Installation fee	10	125.00	1,250.00
fee	2 day: Ryan Gdovin Pre-Installation fee	10	35.00	350.00
misc materials	misc hardwares and supplies	1	2,000.00	2,000.00T
misc materials	Flooring protection: 1/2" sanded plywood	20	55.00	1,100.00T
misc materials	Flooring protection: ram board tape, ram board	1	600.00	600.00T
Transportation	Art D x Ryan: lodging ($2500) , tolls, refuel	1	3,500.00	3,500.00T
travel	travel: Per diem for Art and Ryan x	10	150.00	1,500.00T
Transportation	Transportation of Rose Petals (JS Studio to Albany)	1	3,500.00	3,500.00T
Transportation	Truck rental: Tools and gear, dollies, panel carts	1	4,500.00	4,500.00T
tools rental	tool rental: laser tools, power tools, dollies, carts	9	250.00	2,250.00
fee	Phase 4: Update Cut sheet and safety plan work	1	1,000.00	1,000.00
install labor	Lead Local installer: $40/hour x 10 hour	9	400.00	3,600.00
install labor	Local installer: $35/hour x 10 hour	7	350.00	2,450.00
install labor	Local installer: $35/hour x 10 hour	7	350.00	2,450.00
install labor	Local installer: $35/hour x 10 hour	7	350.00	2,450.00
install labor	Ground crew installer: $35/hour x 10 hour	7	350.00	2,450.00
install labor	(2) crew members to assist for load out	1	700.00	700.00
trash fee	removal of plywood, packing, etc	1	500.00	500.00
tools rental	24'-26' Scissor lifts	2	50.00	100.00

No tax, but lift rental here

Jean Shin: Phase 4: Rose Petal Disc installation: November 2026

Ways to pay

BANK PayPal venmo

View and pay

SUBTOTAL	49,750.00
TAX (8.65%)	1,444.55
TOTAL	51,194.55
BALANCE DUE	**$51,194.55**

products/completed operations coverage for the duration of this Agreement and for a minimum of three years after completion of all services covered by this Agreement

The above specified limits may be met through either primary or excess coverage policies, provided that any excess coverage is written on a following form basis and it is at least as broad as the underlying policies and that any deductible or retention amount does not exceed $25,000 or 10% (in total), whichever is less, of the required liability limits. The AUTHORITY may accept policies with coverage, exclusions or liability limits different than those specified above when such policies, in the sole judgment of the AUTHORITY, will provide satisfactory protection to the AUTHORITY.

The policies specified above, Workers' Compensation and Disability Benefits, shall be endorsed to include the **ALBANY COUNTY AIRPORT AUTHORITY AND ITS AGENTS, CHA CONSULTING, INC., TURNER CONSTRUCTION COMPANY, AVPORTS ALB, LLC, THE COUNTY OF ALBANY, THE FEDERAL AVIATION ADMINISTRATION, and THE STATE OF NEW YORK,** and any other substituted or additional agents the AUTHORITY may hire, as additional insureds, as respects services performed by the CONSULTANT and all policies shall include a provision restricting the right of the insurer to cancel or materially change such coverage except upon thirty days' written notice to AUTHORITY. Certificates evidencing the coverage of the additional insureds a copy of the General Liability declarations page and a copy of the policy endorsement that adds the requested entities as Additional Insureds, or that section of the General Liability policy that provides for automatic coverage for Additional Insureds when it is required under the terms of a written contract shall be delivered to AUTHORITY prior to performing any services under this Agreement.

(b) The policy or policies covering the obligations of the CONSULTANT, set forth in subparagraph (a)(1) above, shall be in accordance with the provisions of any applicable Workers' Compensation or Disability Benefits Law, including for the State of New York, Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.

(c) If AUTHORITY has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONSULTANT in accordance with paragraph (a) on the basis of its not complying with this Agreement, the AUTHORITY will notify CONSULTANT in writing thereof within thirty (30) days of the date of delivery of such certificates to the AUTHORITY. CONSULTANT will provide such additional information in respect of insurance provided by CONSULTANT as the AUTHORITY may reasonably request. Failure of AUTHORITY to give any such notice of objection within the time provided shall constitute acceptance of such insurance as carried by the CONSULTANT as complying with this Agreement.

(d) All of contractors policies shall be endorsed to provide coverage that is primary to and non-contributory with any other insurance available to the additional insureds and with a waiver of subrogation in favor of the additional insureds. Contractor hereby waives any right to recovery it may have against additional insureds to the extent coverage of defense is provided by any of its insurance policies.

ARTICLE XIV - TERMINATION OF CONTRACT

The Parties agree that the service set forth under Article II - "Scope of Work" of this Agreement shall commence upon execution of the Agreement and will continue in effect until completed.

The Authority shall have the right at any time to terminate this Agreement without cause, provided that thirty (30) days' written notice of such termination is given in advance by the party terminating the contract. In the event this Agreement is terminated, the Consultant shall be entitled to full compensation, as allowed for herein, for all work previously authorized and performed pursuant to this Agreement. This Agreement can be terminated on twenty four (24) hours written notice or termination for cause and compensation to Consultant will be on quantum merit less any back charges or damages sustained or to be sustained by the Authority.

Suspension or Termination of Performance

(A) Authority may at any time, and for any reason, direct consultant to stop services under this agreement for a period of time. This direction must be in writing and must specify the period during which the services are to be stopped. Consultant shall resume services on the date specified in the direction, or on any other date owner subsequently specifies in writing. The period during which services are stopped is deemed to be added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim against owner.

ARTICLE XV - DELIVERY OF RECORDS

In the event of the termination of this Agreement, as provided in ARTICLE XIV, hereof, all data and records pertaining to the Agreement shall be delivered within twenty (20) days to the Authority or its duly authorized representative. In case of failure of the Consultant to make such delivery on demand, then and in that event, the Consultant shall be liable to the Authority for any damages it may sustain by reason thereof.

ARTICLE XVI - DISSOLUTION

In the event of dissolution of the Consultant during the existence of this Agreement, the Consultant shall give thirty (30) days' notice in writing to the Authority in advance of such dissolution.

ARTICLE XVII - LICENSES

The Consultant shall at all times obtain and maintain all licenses required by New York State to perform the services required under this Agreement.

ARTICLE XVIII - NON-DISCRIMINATION REQUIREMENT

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the Consultant agrees that it shall not, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XIX - NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in

the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Authority for payment, the Authority will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Authority of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XX - APPLICABLE LAW

This Agreement shall be construed for all purposes under the laws of the State of New York. Any litigation pursuant to this Agreement shall be in the Supreme Court of the State of New York in the County of Albany.

ARTICLE XXI –STATE AND FEDERAL CONTRACT PROVISIONS

Contractor shall comply with those New York State and Federal Requirements set forth in Appendices A and B, attached hereto and made a part hereof.

Federal laws and regulations prescribe that certain provisions be included in certain contracts. The provisions set forth in Appendix B are attached hereto and made a part hereof.

ARTICLE XXII - NOTICE

All notices and documents required to be given or made by the Consultant pursuant to this Agreement shall be given or made to:

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

All notices and documents to be given or made by the Authority pursuant to this Agreement shall be given or made to:

Art Domantay Artworks LLC
160 Marine Street
Bronx, New York 10464

ARTICLE XXIII - INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Authority or Consultant in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXIV – EQUIPMENT CLAUSE

If Contractor or any of its agents, employees, suppliers or lower-tier subcontractors use any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under control of Authority or other subcontractors or suppliers, Contractor assumes all risks of such use. Contractor shall be liable to and shall indemnify Authority for any loss or damage, including personal injury or death, which may arise from such use, except where such loss or damage shall be due solely to the negligence of Authority, its employees or other contractors.

IN WITNESS WHEREOF, this Agreement has been executed by the Authority, acting by and through the Chairman of the Authority, and the Consultant, by and through a duly authorized officer has executed this Agreement effective the day and year first above written. The Authority and Consultant agree to delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed original of this Agreement is as effective as delivery of an originally executed Agreement.

ALBANY COUNTY AIRPORT AUTHORITY

BY: _____

Samuel A. Fresina
Chairman
Or
Peter F. Stuto, Esq.
Chief Executive Officer

ART DOMANTAY ARTWORKS LLC

BY: _____

NAME: ART DOMANTAY

TITLE: OWNER

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

On the _____ day of _____, 20__, before me personally appeared SAMUEL A. FRESINA, to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on November 21, 2025; and that he signed his name thereto by like authorization.

_____
Notary Public

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

On the 23rd day of April, 2026 before me personally appeared PETER F. STUTO, ESQ., to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chief Executive Officer of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on November 21, 2025; and that he signed his name thereto by like authorization.

JENNIFER A. MUNGER
Notary Public, State of New York
No. 01MU6246332
Qualified in Schenectady County
Commission Expires Aug. 08, 20 27

Jennifer A. Munger
Notary Public

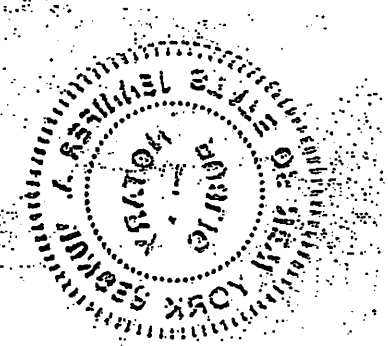
STATE OF Virginia)
) ss:
COUNTY OF Ashburn)

On this 20th day of April, 2026 before me personally came Arturo Domantay _____, to me known, who being by me duly sworn, did depose and say that he/she resides in New York County, that he/she is the state of _____, the LLC described in, and which executed the within instrument; and that he/she signed his/her name thereto by order of the LLC.

Winstead Barnes Jr.
Notary Public Winstead Barnes Jr.

COMMONWEALTH OF VIRGINIA · ELECTRONIC NOTARY PUBLIC · N
Winstead Barnes Jr.
REGISTRATION NUMBER
00335294
COMMISSION EXPIRES
July 31, 2028

Notarized remotely online using communication technology via Proof.



STATE OF)
) ss.:
COUNTY OF)

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

_____
Notary Public

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

On this _____ day of _____, 20___, before me personally came ____ _____, to me known, who, being duly sworn, did depose and say that he resides in _____ County, that he is a _____ of _____ the partnership described in, and which executed the within instrument.

_____
Notary Public

SCHEDULE "A"

SCOPE OF WORK

Scope of Work: Version 1.1

(Dated 11/21/2025)

PHASE 1 of 3: Beamclamp/Cable System Installation For preparations of Hanging Aluminum Armature: Nov 22-Nov 23

Created by
Art Domantay Artworks LLC
Art Domantay: Owner
artdomantay@gmail.com
347.256.5454
160 Marine Street
Bronx, NY 10464

1. Introduction: Phase 1

This Scope of Work outlines the requirements for the installation of a specialized cable hanging system to support an artwork within the Albany Airport Terminal Lobby at Albany Airport (ALB). The system must utilize the existing structural I-beams in the ceiling and ensure the safe, secure, and appropriate suspension of the armature for hanging 1,200 rose petal discs.

Phase 1: Installation of cable system
Phase 2: Installation of armature/mesh system (Installation date: TBC)
Phase 3: Installation of 1,200 rose petal discs (Installation date: TBC)

2. Project Location

The project will take place in the Albany Airport Terminal Lobby, specifically in the area designated for the hanging artwork installation.

- **Physical Address:** Albany Airport (ALB)
- **Site Contact:** Kathy Greenwood
- **Key Installation Date:** Nov 22, 2025 Nov 23, 2025

3. Cable Specifications

Specification	Item	Unit
Artwork Name	Jean Shin: Flying Close to Rose Water	-
Estimated Weight	5lbs each cable set	
Dimensions (W x L x H)	Area of 46' x 12'	feet
Material	Beam clamps, aircraft cable, rigging parts, Griplocks, shackles, links, Channel struts	
Hanging Points Required	30-34	points

4. Scope of Work Details

4.1. Design and Engineering

1. **Structural Analysis:** The contractor shall perform a structural analysis of the proposed I-beam attachment points to verify they can safely support the artwork's load
2. **System Design:** Design a cable system (including mounting hardware, cables, and connectors) that meets all structural and aesthetic requirements, utilizing professional-grade stainless steel or equivalent high-strength, non-corrosive materials.

3. **Drawing Submission:** Submit detailed engineering drawings and calculations to Person for review and approval prior to procurement and fabrication.

4.2. Materials and Fabrication

1. **Procurement:** Procure all necessary materials, including structural clamps designed for I-beams, high-strength aircraft cable, and load-rated connectors.
2. **Cable Fabrication:** Fabricate cables to the exact length required, ensuring precise tolerances for leveling the artwork. All cable ends must be professionally terminated with swaged fittings.
3. **Aesthetics:** All visible components must be clean, minimal, and integrate seamlessly with the terminal lobby's aesthetics.

4.3. Installation

1. **Access and Safety:** The contractor is responsible for providing all necessary fall protection, and safety measures required for working at height within an active airport environment. A detailed safety plan must be submitted for approval (Separate document to be submitted).
2. **Attachment:** Install the I-beam clamps and Channel strut and associated hardware at the approved structural locations.
3. **Cable Installation:** Rig the cables and connect them securely to the I-beam hardware and the designated artwork mounting points.
4. **Leveling and Tensioning:** Adjust the cable lengths and 3/16" adjustable verlocks to ensure the armature is perfectly level and stable for phase 2.
5. **Final Inspection:** A final inspection will be conducted with the client's representative, Kathy Greenwood, to confirm the artwork is safely secured, level, and meets all aesthetic requirements. The inspection will be scheduled for each Phase 1-3.

5. Deliverables

- Approved Engineering Analysis.
- Safety Plan for Work in an Active Terminal.
- Completed and Fully Functioning Cable Hanging System.
- Material Specification Sheets and Load Ratings for all components.

6. Project Schedule for Phase 1: Installation of Cable system

The duration of the installation of 30-34 cables is 2 days. Installation will require coordination to minimize disruption to the terminal's operation, potentially requiring after-hours work. This includes cleaning the work area, laying out the 1:1 armature template,

repositioning template for exact location and locating proper rigging points to hang cable system to structural I beams.

Milestone	Target Date	Responsible Party
SOW Approval	Nov 21, 2025	Kathy Greenwood
System Design Approval	Nov 22, 2025	Kathy Greenwood/Art Domantay Artworks LLC
Materials Procurement & Fabrication	Nov 21, 2025	Art Domantay Artworks LLC
On-site Installation Window	Nov 22, 2025 to Nov 23, 2025	Art Domantay Artworks LLC
Phase 1 Inspection & Sign-off	Nov 23, 2025	Kathy Greenwood and Art Domantay Artworks LLC

7. Warranty and Documentation

The contractor shall provide a 1 year warranty on all supplied and installed materials and workmanship. The contractor must provide a complete maintenance and inspection manual for the installed system. This documentation will be delivered as a hard copy and a digital file, File.

8. Details of Phase 1: Preparations and job site work

1. Project Overview
    - Installation of a cable support system attached to a designated structural I-beam or channel strut to facilitate the suspension of aluminum armature
    - Site Assessment: Conduct a preliminary inspection of the job site to see site conditions and obstructions
    - Identify the exact location for cable system installation.

2. Design & Planning
    - Develop detailed installation plans including cable layout, attachment points, and load calculations.
    - Select appropriate hardware, fasteners, and safety components compliant with local codes and standards.
3. Material Procurement
    - Acquire all necessary materials including cables, anchors, turnbuckles, shackles, clamps, fasteners, and tools.
4. Preparation
    - Ensure the I-beam surface is clean and free of debris.
    - Verify all temporary supports and scaffolding are in place for safe access.
5. Installation
    - Attach mounting hardware to the I-beam using appropriate methods (e.g., stainless steel clamps without compromising the structural integrity.
    - Secure cables with appropriate clamps or fasteners, ensuring even tension and alignment.
    - Confirm all connections are tight and secure.
6. Testing & Inspection
    - Inspect all attachments for compliance with design specifications.
    - Conduct visual inspections and verify the system's alignment and load capacity.
7. Cleanup & Documentation
    - Remove all installation debris and tools from the site.
    - Provide as-built drawings and documentation of the installation.
    - Offer a safety and maintenance guideline for ongoing use.
8. Safety & Compliance
    - Ensure all work is performed following OSHA standards and good house keeping.
    - Use appropriate PPE and safety measures throughout the process.

9. Daily Schedule

November 22:

- 10AM arrival
- Load all tool kit, materials, tables, drawings

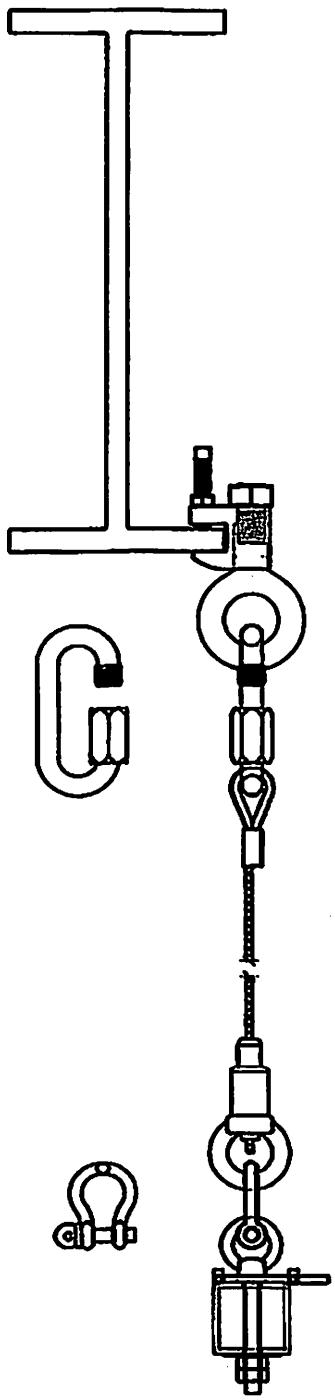
- Crew introductions to Kathy Greenwood and Construction site manager
- Inspection of rental genie lifts and scissor lifts.
- Vacuum and mop work area.
- Layout 1: drawing of armature and assemble paper sections and trim off excess.
- Move 1:1 paper drawing to designated placement and then move around with Kathy Greenwood.
- Determine exact location of diffusers, speaker boxes, light strips, and sprinkler pipes that are near armature location and mark on the floor.
- Once 1:1 drawing is in place spike the armature location with green spray paint.
- Laser point all anchor points and mark on the floor
- Caution tape work area: Hardhat area and only designated workers in this area
- Begin attaching beam clamp and cable system: Starting from Southern end
- Continue the cable system installation until end of day (7PM)

November 23:

- 8AM arrival
- Continue Cable system installation
- Begin installing Channel strut along the way
- Document all work and label each cable system for artwork only.
- Clean up all work area
- 30 minute final debrief with Kathy Greenwood
- END TIME: 7PM

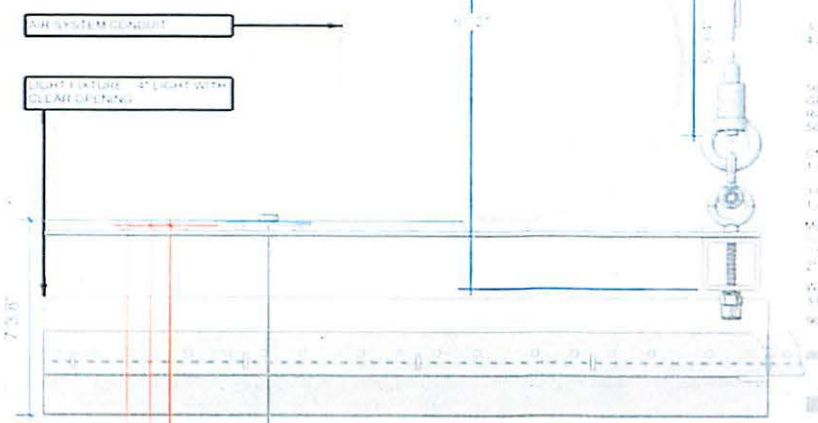
Albany County Airport Authority requirements:
Access to job site after construction hours.
Water access for cleaning floor
Permission to plug tools/gear to normal 110 outlets.

Figure 1 BELOW
NOTE: CHANGE OF BEAM CLAMP TO ½" -13 AND ½"-13 EYEBOLT
ONLY THE BEAM CLAMPS AND CHANNEL STRUTS WITH CABLE WILL BE INSTALLED (NO ARMATURE OR ROSE PETAL DISCS IN PHASE 1)


Beam Clamp for Threaded Rod 3027T34
3/4" x 2" Shank MacHinery Eye Bolt
Oval-Shaped Threaded Connecting Link
Griplock - Grip for 3/16" cable
CM Shackle – Screw Pin (Carbon Steel) Product No. M347B
3/8" x 3-3/16" Stainless Steel Shoulder Eye Bolt
McNICHOLS® Wire Mesh
2" X 2" X .125 WALL SQUARE TUBE 6061-T6

SCALE: 1:4

SCALE 1:4
REVISED: 11.02.25



SCHEDULE "B"

FEE SCHEDULE
(with Claim Form, attached)

SCHEDULE "C"

INSURANCE CERTIFICATE(S)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 11/20/25

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HICKEY & HICKEY INC PO Box 200 Bedford, NY 10506	CONTACT NAME: Lori LaPadula PHONE (A/C, No, Ext): (914)234-9212 FAX (A/C, No): (914)234-6035 E-MAIL ADDRESS: lcusack@hickeyandhickeyinc.com
	INSURER(S) AFFORDING COVERAGE — NAIC#
	INSURER A: Sentinel Insurance Co., Ltd
INSURED Art Domantay Artworks LLC 160 Marine Street Bronx, NY 10464	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	16 SBM PM9976 SB	8/20/25	8/20/26	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			16 SBM PM9976 SB	8/20/25	8/20/26	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: 023-114/Albany County Airport Terminal Expansion / Structural & Interior / Contract No. 21-1002-STR & INT

Albany County Airport Authority and it's officers, employees and agent, CHA Consulting, Inc., Turner Construction Company, APCO Aviports Management, LLC, The County of Albany, The Federal Aviation Administration, and the State of New York are included as Additional Insureds as required by written contract. Coverage is Primary and Non-contributory and contains a Waiver of Subrogation in favor of Additional Insureds as required by written contract.

CERTIFICATE HOLDER

Albany County Airport Authority
737 Albany Shaker Road
Albany, NY 12211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2025

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PRODUCER	CONTACT NAME: Steven Liu
C.L. Insurance Agency, Inc. 185 Canal Street Ste 303 New York NY 10013	PHONE (A/C, No, Ext): (212) 608-0885 FAX (A/C, No): (212) 937-2224 E-MAIL ADDRESS: sliu@clinsagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Penn Star Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Led Handyman Inc
1334 Gates Ave
Apt 2
Brooklyn NY 11221

COVERAGES **CERTIFICATE NUMBER:** CL25112021050 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PAV0477180	09/30/2025	09/30/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Albany County Airport Authority and it's officers, employees and agent, CHA Consulting, Inc., Turner Construction Company, AFCO Avports Management, LLC, The County of Albany, The Federal Aviation Administration, and The State of New York are covered as an additional insured per endorsement EPA-1919 (01/2019), to the extent provided therein, subject to written contract.

Job Location: Albany County Airport Authority, 737 Albany Shaker Road, Albany, NY 12211.
The coverages in the policy will prevail.

CERTIFICATE HOLDER

Albany County Airport Authority
737 Albany Shaker Road
Albany NY 12211

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 76250874 1 ADP BLVD M/S 625 ROSELAND NJ 07068	CONTACT NAME: PHONE (A/C, No, Ext): (800) 524-7024 FAX (A/C, No): (800) 524-4013 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: Property and Casualty Insurance Company of Hartford — 34690
INSURED LED DESING INC 1334 GATES AVE BROOKLYN NY 11221	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG BX8LLA	11/20/2025	11/20/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

These usual to the Insured's Operations.

CERTIFICATE HOLDER

Albany County Airport Authority
737 Old Albany Shaker Road
Albany NY 12211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

November 21, 2025

Albany County Airport Authority
737 Old Albany Shaker Road
Albany NY 12211

Account Information:

Policy Holder Details :	**LED DESING INC**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

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

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

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

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. DISADVANTAGED BUSINESS ENTERPRISES. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

   As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

   The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency[1] the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA[2]), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	**Highway Training and Education**
20.219	**Recreational Trails Program**
20.XXX	**Highway Planning and Construction - Highways for LIFE;**
20.XXX	**Surface Transportation Research and Development;**
20.500	**Federal Transit-Capital Investment Grants**
20.505	**Federal Transit-Metropolitan Planning Grants**
20.507	**Federal Transit-Formula Grants**
20.509	**Formula Grants for Other Than Urbanized Areas**
20.600	**State and Community Highway Safety**
23.003	**Appalachian Development Highway System**
23.008	**Appalachian Local Access Roads.**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

[2] http://www.cfda.gov/

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

Contractor/Consultant, by entering into this agreement, certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The Contractor/Consultant, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

AGENDA ITEM NO. 10.4

Authorization to enter into a Services Agreement, Contract No. SC-1262, with Art Domantay Artwork, LLC for Coordination, Assembly, Transport and Installation of the artwork in Contract SC-1247.

AGENDA ITEM NO: 10.4
MEETING DATE: November 21, 2025

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
11/21/2025

DEPARTMENT: *Exhibitions & Programs*

Contact Person: *Kathy Greenwood, Director Exhibitions & Programs*

PURPOSE OF REQUEST: *Authorization to enter into a Services Agreement, Contract No. SC-1262, with Art Domantay Artwork, LLC for Coordination, Assembly, Transport and Installation of the artwork in Contract SC-1247.*

CONTRACT AMOUNT: Not To Exceed *$75,000.00*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes___ No_✓__ NA___
Funding Account No.:

AWARD CONDITIONS MET:

Apprenticeship _N/A__ DBE __N/A_ MWBE _N/A__

Service Disabled Veteran Owned Business (SDVOB) _N/A__

FISCAL IMPACT - FUNDING (Dollars or Percentages)

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

JUSTIFICATION:

Authorization requested to enter into a Services Agreement, Contract No. S-1262, with Art Domantay Artwork, LLC as a sole source provider for coordination, assembly, transport and installation of the artwork titled Flying Close to Rosewater by Jean Shin, intended for suspension in the Departure Hall, and in development under Contract SC-1247. Art Domantay is the manager of this project, and has overseen the design and engineering of the support armature, as well as the various phases of this sculpture's development in close coordination with the artist. His deep understanding of this sculpture and the airport location, as well as his substantial experience managing the multiphase installation of complex art projects makes him uniquely and solely qualified for this professional service.

AGENDA ITEM NO: 10.4
MEETING DATE: November 21, 2025

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 Acting Chief Financial Officer has approved. **Yes ✓ NA_____**

BACK-UP MATERIAL:

1) Estimates with description of services provided by contractor

AGENDA ITEM NO. 10.6

Approve Operating Permit with Trexity, Inc. to provide Baggage Handling Services to United Airlines, Inc.

AGENDA ITEM NO: 10.6
MEETING DATE: September 23, 2026

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

09/23/2026
TABLED
To be brought back at a future date.

DEPARTMENT: *Legal Department*

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

PURPOSE OF REQUEST:

Approve Operating Permit with Trexity, Inc. to provide Baggage Handling Services to United Airlines, Inc.

CONTRACT AMOUNT:

Base Amount: *N/A*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes___ No_✓__ NA____

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal ___ State_____ Airport _____ NA _✓_

JUSTIFICATION:

Trexity, Inc. has contracted with United Airlines, Inc. (United) to provide baggage handling services to United at Albany International Airport. The operating permit shall commence on October 1, 2026 and shall expire at the earliest of September 30, 2027, Trexity's agreement with United or United's agreement with the Authority. The agreement may also be extended beginning the first day of October 1, 2027. The permit requires payment to the Authority of five (5) percent of all Texity's gross revenue generated from United at the Airport along with other appropriate terms and conditions that include but are not limited to insurance, indemnification, contract assignment, and reporting obligations under the Agreement.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES_✓___ NA____

BACK-UP MATERIAL: *Draft Operating Permit*

OPERATING PERMIT

BETWEEN THE

ALBANY COUNTY AIRPORT AUTHORITY

AND

TREXITY, INC.

AT

THE ALBANY INTERNATIONAL AIRPORT

THIS OPERATING PERMIT ("Operating Permit")is made and entered into effective the ___ day of _____, 20___ by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "Authority"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Albany, NY, 12211 and **TREXITY, INC.**, (the "Operator"), organized and existing under the laws of the State of Delaware, licensed to do business in the State of New York, having offices 99 Bank Street, Suite 1420, Ottawa, ON K1P 5G5, Canada.

R E C I T A L S

1. The County of Albany (the "County") is the owner of the Albany International Airport (the "Airport"), located in the Town of Colonie, County of Albany, State of New York.

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

3. The Operator has requested to provide baggage handling services to United Airlines, Inc. at the Airport, and has entered into a certain agreement with United Airlines, Inc.. to provide such services (the "Operator/United Agreement")

4. The Authority has accepted the request of the Operator to operate at the Airport as described herein; and

5. This Operating Permit has been duly authorized by the Authority by a resolution of the Authority adopted at a meeting of the Authority on September 23, 2026.

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

ARTICLE I: DEFINITIONS

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

ARTICLE II: ASSIGNED AREAS

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

ARTICLE III: TERM

3.1 The Term of this Operating Permit and the rights and obligations of Operator and Authority hereunder, shall commence on October 1, 2026 and shall terminate the earlier of: i) on September 30, 2027 ("Date of Expiration"), or ii) the termination or expiration of the Operator's Agreement with United Airlines, Inc., or iii) the termination or expiration of the Operator/United Airlines, Inc. Agreement with the Authority, whichever is sooner. This Operating Permit may also be terminated as provided in Article VI.

3.2 The Date of Expiration may be extended in increments beginning the first day of October, 2027, (and the day after succeeding Expiration Dates) if approved in writing by both the AUTHORITY and the Operator at least ninety (90) days before the expiration of the current period. In no event shall the Operating Permit be extended beyond December 31, 2049 unless the AUTHORITY's lease with the County has been extended, or approval has been obtained from the County.

3.3 In the event the Operator shall continue to provide services to United Airlines, Inc. beyond the Expiration Date without AUTHORITY's written renewal thereof, such continuation of services shall not constitute a renewal or extension of this Operating Permit, but shall create a month to month permit which may be terminated at any time by the AUTHORITY by giving thirty (30) days written notice to the Operator. The AUTHORITY may, however, at its option, increase the fee of the Operating Permit.

3.4 The Operator further agrees that upon the expiration of the term or termination of this Operating Permit any area of the Airport over which Operator had license and utilized will be delivered to AUTHORITY in good condition, reasonable wear and tear and matters covered by insurance excepted. Reasonable wear and tear shall be determined at the sole discretion of AUTHORITY upon inspection of the area from time to time.

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ARTICLE IV: USES AND PRIVILEGES

4.1 The Operator has a non-exclusive right, privilege, and obligation to perform the services identified in Appendix "A" exclusively to United Airlines, Inc. at the Airport. Similar services shall not be provided to any other airlines at the Airport without the prior written authorization of the Authority.

4.2 The Operator has the rights of ingress and egress from the area assigned to United Airlines, Inc. over Airport roadways, including common use roadways, subject to any rules or regulations which may have been established or shall be established in the future by the Authority. Such rights of ingress and egress shall apply to all the Operator's employees.

4.3 The Operator, its officers, employees, agents and those under its control, shall comply with security measures required of the Airport by the Federal Aviation Administration (FAA), the Transportation Security Agency (TSA) or contained in any Airport master security plan approved by either. If the Operator, its officers, employees, agents or those under its control, shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the Authority, then the Operator shall be responsible and shall reimburse the Authority in the full amount of any such monetary penalty or other damages. Failure to pay or reimburse the Authority for any amounts due within sixty (60) days of written request of the Authority shall be considered an event of default. Nothing contained herein shall prohibit the Operator from contesting with the FAA the validity or amount of such penalty.

4.4 The Authority, if providing parking facilities to the Operator's employees in common with employees of other users of the Airport, retains the right to institute a reasonable charge for the privilege of utilizing these parking facilities.

ARTICLE V: OBLIGATIONS OF OPERATOR

5.1 The Operator shall be responsible for the conduct, demeanor and appearance of its employees, officers or agents, and invitees and of those doing business with it. Upon receipt of any complaint or objection to the conduct, demeanor or appearance of the employees, officers or agents, invitees or those doing business with the Operator, the Operator shall take all reasonable steps necessary to remove the cause of the complaint or objection.

5.2 The Authority prohibits the use of any public area for the storage of anything.

5.3 Should a conflict arise between the Operator and other Operators at the Airport regarding the scope of Operator privileges, the CEO will serve as the final arbitrator. The Operator agrees to abide by the CEO's decision.

5.4 The Operator hereby warrants and agrees that: (1) it will conduct an operation which complies with the highest standards of providing support services to United Airlines, Inc. at the Airport and will furnish all necessary fixtures, equipment, supplies, materials, and personnel; (2) it will furnish such services promptly, efficiently and adequately to meet all reasonable demands therefore on a fair, equal and nondiscriminatory basis.

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5.5 Operator agrees:

A. The Operator agrees to abide by all Airport Rules and Regulations and directives.

B. No storage of oil, petroleum products, combustibles or hazardous materials.

C. All cleaning supplies will be stored in proper containers.

D. No vehicles will be left running unattended on Airport.

E. The Operator will be responsible for any environmental impact from products used by the Operator.

5.6 The Operator shall assume and pay for all costs or charges for utilities and communications services furnished during the term of the Operating Permit.

5.7 The use of the United Airlines, Inc. area by the Operator will be without cost or expense to Authority. It shall be the sole responsibility of the Operator to pay any applicable taxes or fees, at Operator's sole cost and expense.

ARTICLE VI: FEES, CHARGES AND ACCOUNTABILITY

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

6.2 Payments shall be made in lawful money of the United States, free from all claims, demands, set-offs, or counter-claims of any kind against the Authority. Any payments not paid when due shall be subject to interest thereon at the rate of eighteen (18%) percent per annum. These payments shall be made payable to the Albany County Airport Authority and sent to:

Albany County Airport Authority
ATTN. Accounts Receivable
Albany International Airport
737 Albany Shaker Road
Building 117, Second Floor
Albany, New York 12211-1057

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

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

6.4 Should any examination, inspection, and/or audit of Operator's books and records by Authority disclose that the actual Gross Revenues for any Year are more than the Gross Revenues reported for the same Year, Operator shall promptly pay the Authority the amount of such underpayment together with all interest charges thereon from the date such payment was due at the rate provided in Section 6.2. Any audits as described in this Section 6.3 shall be at Authority's expense except that if such audit discloses that actual Gross Revenue for any Year exceeded by more than five percent (5%) the Gross Revenues reported, Operator shall reimburse Authority for all costs incurred in the conduct of such examination, inspection, and/or audit. After attempting to collect the underpayment, and the Operator failing to remit such payment within thirty (30) days, the Authority shall have the right to utilize the services of legal counsel in connection with collecting the reimbursement for such examination, inspection, and/or audit, Operator shall reimburse Authority for reasonable fees and/or litigation expenses as part of the aforementioned costs incurred.

6.5 The Authority will recognize a December 31 fiscal year ending date for Operator. Within ninety (90) days after the end of Operator's fiscal year, Operator shall submit to the Authority a copy of Operator's tax return Schedule "C" for verification of reported and paid gross revenues.

6.6 For purposes of this Article VI, "Gross Revenues" shall mean all monies or other consideration paid to Operator for all sales, equipment rentals, merchandise or services. There shall be allowed, when properly recorded and accounted for, as a reduction from Gross Revenues: sales taxes of or excise taxes where stated separately and collected from the customer for remittance to the taxing authority; credit card and cash refunds made by the Operator to customers because of unacceptable or unsatisfactory goods or services; manufacturer's rebates to Operator.

ARTICLE VII: SIGNS

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

ARTICLE VIII: MAINTENANCE OF AIRPORT AREAS

8.1 The Operator shall at all times and at its sole expense, maintain in good repair and keep in an orderly condition and appearance all of the Operator's fixtures, equipment and personal property which are located in or on any part of the Airport, such conditions at all times satisfactory to the Authority.

8.2 All repairs done by the Operator or on its behalf shall be of first class quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by Federal, State, or local authority having jurisdiction over the work in the Operator's Leased Area.

8.3 The CEO or his duly appointed representatives shall have the right to enter the area upon which

the Operator conducts business at the Airport to:

A. Inspect such area at reasonable intervals during the Airport's regular business hours, or at any time in case of emergency, to determine whether the Operator has complied with and is complying with the terms and conditions of this Operating Permit. The CEO may, at his discretion, require the Operator to affect repairs at the Operator's own cost.

B. Perform any and all things which the Operator is obligated to and has failed after reasonable notice to do so, including: maintenance, repairs and replacements to any area on which Operator conducts its business. The cost of all labor and materials required to complete the work will be paid by the Operator to the Authority. Such work shall be paid for by the Operator within ten (10) days following demand by CEO for said payment at the Authority's standard rates plus any overhead which may be determined by the CEO.

C. Exercise the Authority's police power.

ARTICLE IX: REMOVAL OF PROPERTY

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

ARTICLE X: LIABILITY, INDEMNITY, AND INSURANCE

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

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

10.2 The Operator hereby agrees to release, indemnify and save harmless the Authority, the County of Albany, their officers, agents and employees, Avports ALB, LLC, or successor, if any, from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, including property and employees or agents of the Authority, and shall defend, indemnify and save harmless the Authority, their officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including Worker's Compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, Operator's operations in connection herewith, or its use or occupancy of any portion of the Airport, and including acts and omissions of officers, employees, representatives, suppliers, invitees, customers, guests, patrons, contractors, and agents of the Operator; provided, however, that the Operator need not release, indemnify, or save harmless the Authority, the County of Albany, their officers, agents, and employees from damages to the extent resulting from the negligence of the Authority's or County's officers, agents, or employees. The minimum insurance requirements prescribed herein shall not be deemed to in any way limit or define the obligations of the Operator hereunder.

10.3 Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which in any way, directly, or indirectly, contingently, or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

10.4 The Operator shall procure and maintain at its own expense, the following types and amounts of insurance for the term of this Operating Permit:

A. Comprehensive General Liability Insurance, including Automobile Liability Insurance covering owned, hired, and non-owned vehicles. The policy or policies providing said coverage shall include premises-operations, independent contractors, personal injury (deleting any exclusion relating to employees), products, and contractual liability including, but not limited to, the liability assumed by Operator under the Hold Harmless provisions of this Lease. Said policy or policies shall cover loss or liability for damages in an amount not less than Five Million Dollars ($5,000,000), combined single limit, for each occurrence for bodily injury, death, or property damage occurring by reason of the Operator's operations in, on, or about the concession premises or Airport.

B. Worker's Compensation and Employers' Liability insurance in the amounts and form required by the Worker's Compensation Act and insurance laws of the State of New York.

C. Fire Legal Liability Insurance - Operator shall insure against the perils of fire, extended coverage, and other perils on any and all the Leased Area. Such insurance shall be in the amount $300,000. The Authority, County of Albany and Avports ALB, LLC shall be named as additional insured under the policy or policies herein described. All fire legal liability insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder.

10.5 The insurance specified above shall, either by provisions in the policies or by special endorsements attached thereto, insure the Authority, the County of Albany and Avports ALB, LLC, or successor, if any, against the risks to which it is exposed as the owner of the concession premises and as the grantor of the right to operate the concession business authorized to be conducted under this Operating Permit, and except for Worker's Compensation and Employers' Liability coverage, shall include the Authority, the County of Albany, and all of its officers, employees, and agents (Avports ALB, LLC), as additional insureds to the extent of Operator's indemnification obligationsa hereunder, shall contain a standard cross-liability provision and shall stipulate that no insurance held by the Authority or the County of Albany will be called on the contribute to a loss covered thereunder. The Authority and the County of Albany shall have no liability for any premiums charged for such coverage, and the inclusion of the Authority and the County of Albany as additional insureds is not intended to, and shall not, make the Authority or the County of Albany a partner of joint venture with Operator in Operator's operations at the Airport. Such policies shall also insure Operator against the risks to which it is exposed as the operator of the concession business authorized under this Lease, including fire insurance on personal property, and shall be for full coverage with any deductibles and/or retentions subject to approval by the Authority and shall contain provisions on the part of the respective insurers waiving the right of such insurers to subrogation.

10.6 Certificates evidencing the existence thereof of such insurance shall be delivered to the Authority upon the execution of this Operating Permit. Operator shall make a diligent effort to notify the Authority in writing thirty (30) days in advance of any cancellation or material alteration of such policy to the Chief Executive Officer, Albany County Airport Authority, Albany International Airport, 737 Albany Shaker Road, Main Terminal, 3rd Floor, Albany, New York, 12211, sent by certified mail, return receipt requested."

10.7 A renewal policy shall be delivered to the CEO at least thirty (30) days prior to a policy's expiration date except for any policy expiring on the expiration date of this Operating Permit or thereafter.

ARTICLE XI: ASSIGNMENT

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

ARTICLE XII: [INTENTIONALLY OMITTED]

ARTICLE XIII: COMPLIANCE

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

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applicable to its operations at the Airport.

13.2 Operator shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees, which are now or may hereafter be levied upon the Operator, or upon the business conducted on the premises, or upon any of Operator's property used in connection therewith; and shall have and maintain in current status all Federal, State, and local licenses and permits required or the operation of the business conducted by Operator.

13.3 This Operating Permit is governed by the laws of New York. Any disputes relating to this Operating Permit must be resolved in accordance with the laws of New York. Claims, disputes and other matters in question will be decided in the Supreme Court, State of New York, Albany County.

ARTICLE XIV: DEFAULT BY OPERATOR

14.1 The following contingencies shall be a condition of default by Operator:

A. Operator fails to pay the rentals or to make any other payments required hereunder when due to the Authority within ten (10) days after receipt of written notice from the Authority of non-payment therefore;

B. Operating Permit to continue, for a period of three (3) days after receipt of written notice from CEO, the existence of unsanitary conditions or practices in or about the Airport; provided, however, if the unsanitary condition is such as to require replacement, repair, construction, or reconstruction, Operator shall have a reasonable time in which to correct, but must begin action on the matter immediately upon receipt of said 3-day notice;

C. The happening of any act which results in the suspension or revocation of the Operator's rights, powers, licenses, permits, and authorities necessary for the conduct and operation of the business authorized herein for a period of more than thirty (30) days;

D. Other than as permitted in Section 11.1, The interest of Operator under this Operating Permit is transferred, passes to, or devolves upon, by operation of law or otherwise, any other person, firm, or corporation without the written consent, not to be unreasonably withheld, of the Authority;

E. Other than as permitted in Section 11.1, Operator becomes, without the prior written approval of the Authority, a successor or merged corporation in a merger, a constituent corporation in a consolidation or a corporation in dissolution;

F. Operator fails to keep, perform, and observe each and every promise, covenant, and condition set forth in this Operating Permit on its part to be kept, performed, or observed after receipt of written notice of default from the Authority, except where fulfillment of Operator's obligation requires activity over a period of time and Operator has commenced to perform whatever may be required within ten (10) days after receipt of such notice and continues such performance without interruption except for causes beyond its control;

G. The levy of any attachment or execution, or the appointment of any receiver, or the

execution of any other process of any court of competent jurisdiction which is not vacated, dismissed, or set aside within a period of thirty (30) days and which does, or as a direct consequence of such process will, interfere with Operator's use of the concession premises or with its operations under this Operating Permit;

H. Operator becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law, or statute of the United States, or of any state law, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property or its property located within the concession areas; notwithstanding this Paragraph "H", the Authority acknowledges that Operator has filed for bankruptcy under federal bankruptcy laws. The Authority will not be permitted to terminate this Agreement solely on the basis of such existing bankruptcy filing.

I. By order or decree of court, Operator is adjudged bankrupt, or an order is made approving a petition filed by any of the creditors or stockholders of Operator seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws, or under any law or statute of the United States, or any state thereof;

J. A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute is filed against Operator and is not dismissed with sixty (60) days.

K. By or pursuant to, or under authority of, any legislative act, resolution or rule, order or decree of any court, governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Operator, and such possession or control continues in effect for a period of sixty (60) days;

L. Cessation or deterioration of service for any period which, in the opinion of the Authority, materially and adversely affects the operation of service required to be performed by Operator under this Operating Permit, which is not corrected within thirty (30) days of notice from the Authority;

M. Any lien is filed against the concession premises because of any act or omission of Operator and such lien is not removed, enjoined or a bond for satisfaction of such lien is not posted within thirty (30) days; or

N. Operator voluntarily abandons, deserts, vacates, or discontinues its operation of the business herein authorized.

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

14.2 Nothing in this Article shall require Operator to observe or conform to any governmental

authority's requirements to pay any tax, lien, claim, charge, or demand so long as the validity or enforceability thereof is contested in good faith and to the extent appropriate, unless in the Authority's judgment the performance of Operator's obligations is being materially and adversely affected thereby.

14.3 No acceptance by the Authority of the rentals or other payments specified herein, in whole or in part, and for any period of periods, after a default of any of the terms, covenants, and conditions to be performed, kept or observed by Operator, other than the default in the payment thereof, shall be deemed a waiver of any right on the part of the Authority to cancel or terminate this Lease on account of such default.

14.4 No waiver by the Authority at any time of any default on the part of the Operator in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Operator shall be or be construed to be a waiver at any time thereafter by the Authority of any other or subsequent default in performance of any of said terms, covenants, or conditions, and no notice by the Authority shall be required to restore or revive time as of the essence hereof after waiver by the Authority of default in one or more instances.

14.5 The Authority shall, as an additional remedy, upon the giving of written notice of cancellation or termination as above provided, have the right to enter the any area utilized by Operator and every part thereof on the effective date of cancellation or termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise. Such re-entry, however, shall not in any manner affect, alter, or diminish any of the obligations of Operator under this Operating Permit.

14.6 The Authority, upon termination or cancellation of this Operating Permit, or upon reentry, regaining, or resumption of possession of any area utilized by Operator, may occupy said premises and shall have the right to permit any person, firm, or corporation to enter upon any area utilized by Operator and use the same.

14.7 In the event this Operating Permit is terminated or canceled by the Authority, or in the event the Authority re-enters, regains, or resumes possession of any area utilized by Operator, all of the obligations of Operator hereunder shall survive and shall remain in full force and effect for the full term of this Operating Permit. And, subject to the Authority's obligation to mitigate damages, the amount or amounts of fees shall become due and payable to the Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining, or resumption of possession had taken place. The Authority may maintain separate actions each month to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency.

ARTICLE XV: GENERAL PROVISIONS

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

the furnishing of services, no person on the grounds of race, color, creed, political ideas, sex, age, or physical or mental handicaps, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Operator shall use the assigned Areas in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (iv) that should the Authority provide handicapped accessible ingress and egress in specific locations, Operator shall not block or close or otherwise cause the access way to be nonfunctional without providing an alternative means of access approved in writing by the Authority.

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

15.2 Federal Aviation Act, Section 308 - Nothing herein contained shall be deemed to grant the Operator any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act or the conduct of any activity on the Airport, except that, subject to the terms and conditions hereof, the Operator shall have the right to possess the assigned Area under the provisions of this Operating Permit.

15.3 Subordination to Operating Permit with the United States Government - This Operating Permit is subject and subordinate to the provisions of any Operating Permit heretofore or hereafter made between the Authority and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the Authority for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. The Authority covenants that it has no existing Operating Permit with the United States Government in conflict with the express provisions hereof.

15.4 Nonwaiver of Rights - No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

15.5 Notices - Notices required herein may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee seventy-two (72) hours after deposit of same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to Authority shall be delivered as follows:

Chief Executive Officer
Albany County Airport Authority
Albany International Airport
737 Albany Shaker Road
Building 117, Second Floor

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Albany, NY 12211-1057

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

TREXITY, INC.
99 Bank Street, Suite 1420
Ottawa, ON K1P5G5
Canada

15.6 Captions - The headings of the several articles of this Operating Permit are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Lease and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

15.7 Severability - If one or more clauses, section, or provisions of this Operating Permit shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Operating Permit shall not be affected thereby.

15.8 Waiver of Claims - The Operator hereby waives any claim against the Authority and its officers, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Operating Permit or any part thereof, or by any judgment or award in any suit proceeding declaring this Operating Permit null, void or voidable, or delaying the same or any part hereof, from being carried out.

15.9 Right to Develop Airport - It is further covenanted and agreed that the Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of the Operator and without interference or hindrance.

15.10 Incorporation of Exhibits - All exhibits referred to in this Operating Permit are intended to be and hereby are specifically made a part of this Operating Permit.

15.11 Incorporation of Required Provision - The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

15.12 Non-liability of Agents or Employees - No member, officer, agent director, or employee of the Authority shall be charged personally or held contractually liable by or to the other party under term or provisions of this Operating Permit or because of any breach thereof or because of its or their execution or attempted execution.

15.13 Successors and Assigns Bound - This Operating Permit shall be binding upon and inure to the benefit of the successors and assignees of the parties hereto where permitted by this Operating Permit.

15.14 Right to Amend - In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Airport, or otherwise, the Operator agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Operating Permit as may be reasonably required.

15.15 Time of Essence - Time is expressed to be of the essence in this Operating Permit.

15.16 Gender - Words of any gender used in this Operating Permit shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

15.17 Force Majeure - Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Operating Permit due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its own power to control.

ARTICLE XVI: ENTIRE OPERATING PERMIT

16.1 This Operating Permit represents the entire and integrated Operating Permit between the Authority and the Operator and supersedes all prior negotiations, representations and Operating Permits, either written or oral. This Operating Permit may be amended only by written instrument signed by both the Authority and the Operator.

16.2 Nothing in this Operating Permit shall be deemed or construed to give any third party any claim or right of action against the Authority or the Operator which does not otherwise exist without regard to this Operating Permit.

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

ALBANY COUNTY AIRPORT AUTHORITY

By: _____
Samuel A. Fresina
Chairman
Or,
Peter F. Stuto, Esq.
Chief Executive Officer

TREXITY, INC.

By: _____
Name:
Title:

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

On this ___ day of _____, 20___, before me personally came and appeared **SAMUEL A. FRESINA**, to me known to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on September 23, 2026; and that he signed his name thereto by like authorization.

_____
Notary Public

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

On this ___ day of _____, 20___, before me personally came and appeared **PETER F. STUTO, ESQ.**, to me known to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chief Executive Officer of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on September 23, 2026; and that he signed his name thereto by like authorization.

_____
Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this ___ day of _____, 20___, before me personally came _____ _____, to me personally known, who being duly sworn, did depose and say that he resides in _____ County, State of _____and which executed the within instrument and that he signed his name thereto by like order.

_____
Notary Public

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EXHIBIT A

SUPPORT SERVICES TO BE PROVIDED
TO UNITED AIRLINES, INC.
AT
ALBANY INTERNATIONAL AIRPORT

- Trexity, Inc. will provide baggage handling services.

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AGENDA ITEM NO. 10.7

Advise Board of emergency action which resulted in the issuance of a Purchase Order to Miller Environmental Group, Inc. for the clean-up from the release of PFOA onto an active ramp adjacent to the Airport Fire House.

AGENDA ITEM NO: 10.7
MEETING DATE: September 23, 2026

ALBANY COUNTY AIRPORT AUTHORITY

ACAA Approved 09/23/2026

DEPARTMENT:

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

PURPOSE OF REQUEST:

Advise Board of emergency action which resulted in the issuance of a Purchase Order to Miller Environmental Group, Inc. for the clean-up from the release of PFOA onto an active ramp adjacent to the Airport Fire House.

CONTRACT AMOUNT:

Base Amount: ***$82,147.65***

BUDGET INFORMATION:

Federal Airport Improvement Program
Anticipated in Current ALB Capital Plan: Yes_ No___ NA__✓_
Funding Account No.: Capital

FISCAL IMPACT – FUNDING

Federal ***N/A*** **State** ***N/A*** **Airport** ***100%***
Grant No.: ***N/A*** **State PIN:** ***N/A***

JUSTIFICATION:

On May 28, 2026, the airport experienced an accidental release of concentrated perfluorooctanoic acid (PFOA) onto an active tarmac surface. PFOA is a persistent polyfluoroalkyl substance (PFAS) of environmental and regulatory concern due to its high chemical stability, resistance to degradation, mobility in aqueous systems, and potential for long-term impacts to soil, stormwater infrastructure, groundwater, and receiving waters. The spill required immediate implementation of hazardous-materials response procedures to prevent migration of the contaminant beyond the affected apron area.

Following discovery of the release, airport personnel initiated preliminary containment measures and engaged a qualified environmental response contractor with demonstrated experience in PFAS/PFOA containment, decontamination, waste characterization, and regulated disposal. The response contractor, Miller Environmental Group Inc., mobilized specialized personnel, equipment, containment materials, and transportation resources to the site.

Work activities were conducted under appropriate site-specific health and safety controls, including the use of chemical-resistant personal protective equipment and protective clothing as required by the hazard assessment and applicable safety protocols.

AGENDA ITEM NO: 10.7
MEETING DATE: September 23, 2026

The cleanup operation included isolation of the impacted tarmac area, control of surface runoff, recovery of free liquid, collection of contaminated rinse water, and removal of affected debris and absorbent materials. Due to the solubility and persistence of PFOA, particular emphasis was placed on preventing the compound from entering storm drains, subsurface drainage systems, soil interfaces, or adjacent operational areas of the airport. Decontamination procedures were performed by Miller staff and Albany Firefighting staff using controlled wash-down and recovery methods to ensure that generated liquids were captured rather than allowed to disperse across the pavement or into the airport's stormwater management system.

Contaminated liquids and associated response materials were containerized for off-site management. The operation required approximately sixty-four 55-gallon drums for temporary storage, segregation, and transport of PFOA-impacted water and absorbents. Multiple service vehicles and specialized trucks were used throughout the response, including vacuum trucks for liquid recovery, drum transport vehicles, support trucks for equipment and materials, and waste-hauling vehicles suitable for transporting regulated or potentially hazardous PFAS-impacted waste. Waste materials were subsequently transported to an approved disposal facility located in New Jersey capable of accepting PFOA-contaminated media in accordance with applicable federal, state, and local environmental regulations.

The overall remediation effort was substantial in scope and duration. Activities included emergency containment, site assessment, waste recovery, surface decontamination, transportation coordination, documentation, and final verification of cleanup effectiveness. Because of the chemical persistence of PFOA and the need to ensure that residual contamination was adequately addressed, the cleanup and associated environmental management activities extended over approximately five weeks before completion.

Ray Camilli, Airport Manager, Don Brundage, Safety, Environmental and Health Manager, along with the Airport Firefighters actively participated in the clean-up and monitored the work of Miller Environmental Group, Inc. Please see email attached from Don Brundage concurring with the quantities and duration of the remediation.

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

- ***Invoice from Miller Environmental Group, Inc. dated 07/14/2026***
- ***Memo from Don Brundage dated September 15, 2026***

Invoice

Payment Instructions - All payments must be in USD & Reference Invoice #

NEW Remit to Address:
MILLER ENVIRONMENTAL GROUP INC
P.O. Box 23481
New York, NY 10087

Remittance Email: remittance@millerenv.com

MILLER ENVIRONMENTAL GROUP INC.

Bill to:
Sara Dickson
Albany County Airport Authority
737 Albany Shaker Road
Albany NY 12211
United States

Job Site:
Albany County Airport Authority
11 Northway Lane
Albany NY 12110
United States

Services provided by: MEG Albany Operations Center. Questions please call us 518-465-4000.

Invoice #:	10148508	Date:	7/14/2026
PO#:		Terms:	2% 10 Net 30
Job:	NY13260259	Due Date:	8/13/2026

Service Date	Description	Quantity	Units	Rate	Amount
	Provide personnel and equipment to clean/ recover a release of an estimated 20-gallons of water and 1-gallon of AFFF Contact: Chris Pasquini / 518-378-5949				
	Thursday, 5/28/26				
5/28/2026	Emergency Response Activation	1	Event	$610.00	$610.00
5/28/2026	Supervisor (OT)	9	Hour	$250.50	$2,254.50
5/28/2026	Licensed CDL Class B Driver (OT)	9	Hour	$183.00	$1,647.00
5/28/2026	Haz Mat Technician (OT)	9	Hour	$153.00	$1,377.00
	Subtotal - Labor				$5,278.50
5/28/2026	Response Truck	9	Hour	$82.00	$738.00
5/28/2026	Vacuum Truck 10 Wheel 3200 Gallon	9	Hour	$138.00	$1,242.00
	Subtotal - Equipment				$1,980.00
5/28/2026	Fuel Surcharge			48%	$950.40
5/28/2026	Misc Small Tools	1	Day	$212.00	$212.00
5/28/2026	5" Dia. Absorbent Boom	1	Bale	$223.00	$223.00
5/28/2026	55 gal. D.O.T. Drum, Metal H, E	39	Each	$96.00	$3,744.00
5/28/2026	2-3" Oil Hose 50' Length	1	Day	$47.00	$47.00
5/28/2026	Heavy Duty Plastic Bags 6mil	0.25	Roll	$202.00	$50.50
5/28/2026	Level D - Protective Clothing	3	Day	$43.00	$129.00
	Subtotal - Equipment & Materials				$4,405.50
	Saturday, 5/30/26				
5/30/2026	Supervisor (OT)	8	Hour	$250.50	$2,004.00

Past due invoices may be subject to 18% per annum interest charge. Effective January 1, 2026, the Risk, Security, and Compliance (RSC) fee will change to 19%. Questions? Contact AR@millerenv.com or phone (877) 253-5902.

Invoice

Payment Instructions - All payments must be in USD & Reference Invoice #

NEW Remit to Address:
MILLER ENVIRONMENTAL GROUP INC
P.O. Box 23481
New York, NY 10087

Remittance Email: remittance@millerenv.com

MILLER ENVIRONMENTAL GROUP INC.

Service Date	Description	Quantity	Units	Rate	Amount
5/30/2026	Licensed CDL Class B Driver (OT)	8	Hour	$183.00	$1,464.00
5/30/2026	Haz Mat Technician (OT)	8	Hour	$153.00	$1,224.00
	Subtotal - Labor				$4,692.00
5/30/2026	Response Truck	8	Hour	$82.00	$656.00
5/30/2026	Vacuum Truck 10 Wheel 3200 Gallon	8	Hour	$138.00	$1,104.00
	Subtotal - Equipment				$1,760.00
5/30/2026	Fuel Surcharge			48%	$844.80
5/30/2026	Misc Small Tools	1	Day	$212.00	$212.00
5/30/2026	55 gal. D.O.T. Drum, Metal H, E	25	Each	$96.00	$2,400.00
5/30/2026	2-3" Oil Hose 50' Length	1	Day	$47.00	$47.00
5/30/2026	Level D - Protective Clothing	3	Day	$43.00	$129.00
	Subtotal - Equipment & Materials				$2,788.00
	Thursday, 6/4/26				
6/4/2026	Licensed CDL Class B Driver (ST)	5	Hour	$122.00	$610.00
6/4/2026	Haz Mat Technician (ST)	5	Hour	$102.00	$510.00
	Subtotal - Labor				$1,120.00
6/4/2026	20' Box Truck	5	Hour	$78.00	$390.00
	Subtotal - Equipment				$390.00
6/4/2026	Fuel Surcharge			47%	$183.30
6/4/2026	55 gal. D.O.T. Drum, Metal H, E	1	Each	$96.00	$96.00
6/4/2026	Level D - Protective Clothing	2	Day	$43.00	$86.00
	Subtotal - Equipment & Materials				$182.00
	Thursday, 7/6/26				
7/6/2026	Licensed CDL Class A Driver (ST)	8	Hour	$131.00	$1,048.00
7/6/2026	Licensed CDL Class A Driver (OT)	3.5	Hour	$196.50	$687.75
7/6/2026	Haz Mat Technician (ST)	8	Hour	$102.00	$816.00
7/6/2026	Haz Mat Technician (OT)	3.5	Hour	$153.00	$535.50
	Subtotal - Labor				$3,087.25
7/6/2026	Tractor and Box Trailer/Low Boy Trailer	11.5	Hour	$139.00	$1,598.50
	Subtotal - Equipment				$1,598.50
7/6/2026	Fuel Surcharge			41%	$655.39

Past due invoices may be subject to 18% per annum interest charge. Effective January 1, 2026, the Risk, Security, and Compliance (RSC) fee will change to 19%. Questions? Contact AR@millerenv.com or phone (877) 253-5902.

Invoice

Payment Instructions - All payments must be in USD & Reference Invoice #

NEW Remit to Address:
MILLER ENVIRONMENTAL GROUP INC
P.O. Box 23481
New York, NY 10087

Remittance Email: remittance@millerenv.com

MILLER ENVIRONMENTAL GROUP INC.

Service Date	Description	Quantity	Units	Rate	Amount
7/6/2026	Level D - Protective Clothing	2	Day	$43.00	$86.00
	Subtotal - Materials				$86.00
7/6/2026	Disposal - Water with PFOS/AFFF - 275-gallon totes	6	Each	$1,550.00	$9,300.00
7/6/2026	Disposal - Water with PFOS/AFFF - 55-gallon drums	26	Drum	$455.00	$11,830.00
7/6/2026	Disposal - Water with PFOS/AFFF - 55-gallon drums	38	Drum	$455.00	$17,290.00
7/6/2026	Risk, Security & Compliance Fee	1		$13,116.01	$13,116.01

Subtotal	$82,147.65
Tax (%)	$0.00
Total	$82,147.65
Amount Paid	$0.00
Credit Applied	$0.00
Amount Due	$82,147.65

Past due invoices may be subject to 18% per annum interest charge. Effective January 1, 2026, the Risk, Security, and Compliance (RSC) fee will change to 19%. Questions? Contact AR@millerenv.com or phone (877) 253-5902.

MILLER ENVIRONMENTAL GROUP INC.

Daily Job Report

24-Hour Spill Response
1-800-394-8606

Company: Albany County Airport Authority	**Date:** Thursday, 05/28/26	**Job #:** NY13260259 **Ticket #:** T-141914
Spill #:	**ESD #:**	**WO #:**
Site: Albany County Airport Authority		
Site Address: 11 Northway Lane Albany, New York 12110	**Job Description:** MEG crews deployed to clean/recover a release of an estimated 20-gallons of water and 1-gallon of AFFF.	
Site Contact: Chris Pasquini	**Notes:** MEG crew dispatched to site with 3,200-gallon vacuum truck to recover/clean an estimated 20-gallons of water and 1-gallon of AFFF spilled on the Albany County Airport FD back parking lot and in approx. 50' of steel lined trench drain. While cleaning the spill the FD decided to use one of their fire trucks to wash the parking lot into the trench drain. MEG's crew recovered 1,680-gallons of water impacted with AFFF. The crew demobilized to MEG Albany's 10-day facility and offloaded the vacuum truck into 38 55-gallon drums of liquid and 1 55-gallon drum of absorbent boom. BOL-ALB - 38 drums liquid with PFOA and 1 drum solid with PFOA	
Phone #: 5183785949	**Delays/Change of Scope:**	

Labor

Name	Title	Start	On-Site	Off-Site	Finish	Lunch	PPE
Clay Lafalce	Supervisor	16:00			01:00	No	
Kyle Ragule	Haz Mat Technician	16:00			01:00	No	
James Tillman	Licensed CDL Class B Driver	16:00			01:00	No	

Equipment

Item	Description	Fleet	Qty
2001a-Svce	Vacuum Truck 10 Wheel 3200 Gallon	5773	9
2022-Svce	Response Truck	2766	9

Supplies/Material

Item	Name	Qty
6206	55 gal. D.O.T. Drum, Metal H, E	39
6401a-Svce	Heavy Duty Plastic Bags 6mil	0.25
8012	5" Dia. Absorbent Boom	1

MILLER ENVIRONMENTAL GROUP INC.

Daily Job Report

24-Hour Spill Response
1-800-394-8606

3102-Svce	Misc Small Tools - Wet/Dry Vacuum/Nibbler/Hammer Drill/Sawsall/1/2 Inch Drill/ Back Pack Blower/Weed Wacker/Cutting Torches/Rigid Snake/Pallet Jack/Portable Heater/Hand Tools/Bug Sprayer		1
3203-Svce	Level D - Protective Clothing		3
5110-Svce	2-3" Oil Hose 50' Length		1

Disposal Job Complete: ☐	**Date:** 05/28/26	**Start Time:** 04:30 PM	**Close Out Time:** 11:45 PM

MILLER ENVIRONMENTAL GROUP INC.

Daily Job Report

24-Hour Spill Response
1-800-394-8606

Company: Albany County Airport Authority	**Date:** Saturday, 05/30/26	**Job #:** NY13260259 **Ticket #:** T-142140
Spill #:	**ESD #:**	**WO #:**
Site: Albany County Airport Authority		
Site Address: 11 Northway Lane Albany, New York 12110	**Job Description:** MEG crews deployed to clean/recover a release of an estimated 20-gallons of water and 1-gallon of AFFF.	
Site Contact: Chris Pasquini	**Notes:** MEG crew dispatched to site with 3,200-gallon vacuum truck back to airport due to overflowing trench drain and catch basin impacted with PFOA/PFAS. The crew loaded equipment and mobilized. Once on site, they used the vacuum truck to remove the impacted water. The truck was brought back to the Albany shop where it was emptied into drums for disposal, and cleaned. BOL-ALB198362 - 25 drums liquid with PFOA (1250 gallons)	
Phone #: 5183785949	**Delays/Change of Scope:**	

Labor

Name	Title	Start	On-Site	Off-Site	Finish	Lunch	PPE
	Emergency Response Activation					No	
Anthony McCray	Licensed CDL Class B Driver	07:30			15:30	No	
Jacob Deitz	Haz Mat Technician	07:30			15:30	No	
Jeffrey Otis	Supervisor	07:30			15:30	No	

Equipment

Item	Description	Fleet	Qty
5110-Svce	2-3" Oil Hose 50' Length		1
3203-Svce	Level D - Protective Clothing		3
3102-Svce	Misc Small Tools - Wet/Dry Vacuum/Nibbler/Hammer Drill/Sawsall/1/2 Inch Drill/ Back Pack Blower/Weed Wacker/Cutting Torches/Rigid Snake/Pallet Jack/Portable Heater/Hand Tools/Bug Sprayer		1

Supplies/Material

Item	Name	Qty
6206	55 gal. D.O.T. Drum, Metal H, E	25

MILLER ENVIRONMENTAL GROUP INC.

Daily Job Report

24-Hour Spill Response
1-800-394-8606

2022-Svce	Response Truck	2606	8
2001a-Svce	Vacuum Truck 10 Wheel 3200 Gallon	5773	8

Disposal Job Complete: ☐	**Date:** 05/30/26	**Start Time:** 10:18 AM	**Close Out Time:** 12:00 PM

MILLER ENVIRONMENTAL GROUP INC.

Daily Job Report

24-Hour Spill Response
1-800-394-8606

Company: Albany County Airport Authority	**Date:** Thursday, 06/04/26	**Job #:** NY13260259 **Ticket #:** T-142729
Spill #:	**ESD #:**	**WO #:**
Site: Albany County Airport Authority		
Site Address: 11 Northway Lane Albany, New York 12110	**Job Description:** MEG crews deployed to clean/recover a release of an estimated 20-gallons of water and 1-gallon of AFFF.	
Site Contact: Chris Pasquini	**Notes:** MEG crew dispatched to site with box truck and loaded/picked up 6 x 275-gallon totes of AFFF liquid and one drum of AFF impacted boom (solid). The waste was brought back to the Albany 10-day for disposal. BOL-ALB18729 - 6 totes of liquid with PFOA & 1 drum solids with PFOA	
Phone #: 5183785949	**Delays/Change of Scope:**	

Labor

Name	Title	Start	On-Site	Off-Site	Finish	Lunch	PPE
Anthony Iuorno	Haz Mat Technician	12:00			17:00	No	
Anthony McCray	Licensed CDL Class B Driver	12:00			17:00	No	

Equipment

Item	Description	Fleet	Qty
3203-Svce	Level D - Protective Clothing		2
2023a-Svce	20' Box Truck	6553	5

Supplies/Material

Item	Name	Qty
6206	55 gal. D.O.T. Drum, Metal H, E	1

Disposal Job Complete: ☐	**Date:** 06/04/26	**Start Time:** 08:03 AM	**Close Out Time:** 12:00 PM

MILLER ENVIRONMENTAL GROUP INC.

Daily Job Report

24-Hour Spill Response
1-800-394-8606

Company: Albany County Airport Authority	**Date:** Monday, 07/06/26	**Job #:** NY13260259 **Ticket #:** T-146512
Spill #:	**ESD #:**	**WO #:**
Site: Albany County Airport Authority		
Site Address: 11 Northway Lane Albany, New York 12110	**Job Description:** MEG crews deployed to clean/recover a release of an estimated 20-gallons of water and 1-gallon of AFFF.	
Site Contact: Chris Pasquini	**Notes:** MEG CDL-driver and Tech loaded the 64 drums and 6 totes of PFOA/ AFFF impacted water and solids and transported them to the disposal facility in Elizabeth, NJ and delivered them for disposal. The crew then returned to Albany. BOL-ALB198362 - 26 drums - removed from site 5/30/26 BOL-ALB18722-B - 38 drums - removed from site 5/28/26 BOL-ALB18722 - 6 totes - removed from site 6/4/26	
Phone #: 5183785949	**Delays/Change of Scope:**	

Labor

Name	Title	Start	On-Site	Off-Site	Finish	Lunch	PPE
Sidney McClintock	Licensed CDL Class A Driver	06:00			17:30	No	
Paul Dennis Sr	Haz Mat Technician	06:00			17:30	No	

Equipment

Item	Description	Fleet	Qty
3203-Svce	Level D - Protective Clothing		2
2030a-Svce	Tractor and Box Trailer/Low Boy Trailer	4424	11.5

Disposal

Item	Name	Qty	On-Site	Off-Site	Manifest #
Disposal-Drums-Liquids-Svce	Disposal - Drums - Liquids - Water with PFOS/AFFF - 55-gallon drums	38			ALB-18722-B
Disposal-Drums-Liquids-Svce	Disposal - Drums - Liquids - Water with PFOS/AFFF - 55-gallon drums	26			ALB-198362

MILLER ENVIRONMENTAL GROUP INC.

Daily Job Report

24-Hour Spill Response
1-800-394-8606

Disposal-Drums-Liquids-Svce	Disposal - Drums - Liquids - Water with PFOS/AFFF - 275-gallon totesdrums	6			ALB-18722

Disposal Job Complete: ☐	**Date:** 07/06/26	**Start Time:** 12:49 PM	**Close Out Time:** 12:00 PM

38518

NON-HAZARDOUS WASTE MANIFEST

1. Generator ID Number: N/A
2. Page 1 of: 1
3. Emergency Response Phone: 800-394-8606
4. Waste Tracking Number: ALB18729

5. Generator's Name and Mailing Address
ALBANY COUNTY AIRPORT AUTHORITY
11 NORTHWAY LANE
ALBANY, NY 12110
Generator's Phone: 518-242-2200

Generator's Site Address (if different than mailing address)
10 JETWAY DR
ALBANY, NY

6. Transporter 1 Company Name
MILLER ENVIRONMENTAL GROUP, INC
U.S. EPA ID Number: NYD986908085

7. Transporter 2 Company Name
U.S. EPA ID Number:

8. Designated Facility Name and Site Address
CYCLE CHEM, INC.
217 SOUTH FIRST ST.
, ELIZABETH, NJ 07206
Facility's Phone: 908-355-5800
U.S. EPA ID Number: NJD002200046

	9. Waste Shipping Name and Description	10. Containers No	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.
1	NON-RCRA, NON-DOT REGULATED LIQUID N.O.S. (AFFF IMPACTED WATER)	6	TP	1,650	G
2					
3					
4					

13. Special Handling Instructions and Additional Information
Document # D49320 Job#: NY13260259 PO#: 60378
1) APP# 1297490-PC04

14. GENERATOR'S CERTIFICATION: I certify the materials described above on this manifest are not subject to federal regulations for reporting proper disposal of Hazardous Waste.
Generator's/Offeror's Printed/Typed Name: Charles Mause
Signature:
Month: 6 Day: 4 Year: 26

INT'L
15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter Signature (for exports only): Date leaving U.S.:

TRANSPORTER
16. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: Jeremy F. Frodyma
Signature:
Month: 6 Day: 4 Year: 26
Transporter 2 Printed/Typed Name:
Signature:
Month: Day: Year:

DESIGNATED FACILITY
17. Discrepancy
17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
17b. Alternate Facility (or Generator) Manifest Reference Number:
U.S. EPA ID Number:
Facility's Phone:
17c. Signature of Alternate Facility (or Generator)
Month: Day: Year:

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a
Printed/Typed Name: PCanales
Signature: PCanales
Month: 7 Day: 2 Year: 26

Printed in USA by GC Labels 1-800-997-6966
DESIGNATED FACILITY TO GENERATOR
Reorder Part# MANIFEST-C6NHW 913-897-6966

38691

NON-HAZARDOUS WASTE MANIFEST

1. Generator ID Number: N/A
2. Page 1 of: 1
3. Emergency Response Phone: 800-334-8606
4. Waste Tracking Number: ALB18722 -B

5. Generator's Name and Mailing Address:
ALBANY COUNTY AIRPORT AUTHORITY
11 NORTHWAY LANE
ALBANY, NY 12110
Generator's Phone: 518-242-2200

Generator's Site Address (if different than mailing address):
10 JETWAY DR
ALBANY, NY

6. Transporter 1 Company Name: MILLER ENVIRONMENTAL GROUP, INC
U.S. EPA ID Number: NYD986908085

7. Transporter 2 Company Name:
U.S. EPA ID Number:

8. Designated Facility Name and Site Address:
CYCLE CHEM, INC.
217 SOUTH FIRST ST.
ELIZABETH, NJ 07206
Facility's Phone: 908-355-5800
U.S. EPA ID Number: NJD002200046

	9. Waste Shipping Name and Description	10. Containers No	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	
1	NON-RCRA, NON-DOT REGULATED LIQUID N.O.S. (AFFF IMPACTED WATER)	38	DM	1,685	G	NJ-ID72
2						
3						
4						

13. Special Handling Instructions and Additional Information
1) APP# 1297490-PC04
Document # D49320 Job#: NY13260259 PO#: 60373

14. GENERATOR'S CERTIFICATION: I certify the materials described above on this manifest are not subject to federal regulations for reporting proper disposal of Hazardous Waste.
Generator's/Offeror's Printed/Typed Name: R Camilli
Signature: R Camilli
Month: 5 Day: 28 Year: 26

15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter Signature (for exports only): Date leaving U.S.:

16. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: Jeremy Frodymre
Signature:
Month: 5 Day: 28 Year: 26
Transporter 2 Printed/Typed Name:
Signature:
Month: Day: Year:

17. Discrepancy
17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:
17b. Alternate Facility (or Generator)
U.S. EPA ID Number:
Facility's Phone:
17c. Signature of Alternate Facility (or Generator)
Month: Day: Year:

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a
Printed/Typed Name: P Canales
Signature: P Canales
Month: 7 Day: 2 Year: 26

GENERATOR — INTL — TRANSPORTER — DESIGNATED FACILITY

Printed in USA by QC Labels 1-800-997-8966

DESIGNATED FACILITY TO GENERATOR

Reorder Part# MANIFEST-CsNHW 913-897-8966

38690

NON-HAZARDOUS WASTE MANIFEST

1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Waste Tracking Number
N/A	1	800-394-8606	ALB198362

GENERATOR

5. Generator's Name and Mailing Address
ALBANY COUNTY AIRPORT AUTHORITY
11 NORTHWAY LANE
ALBANY, NY 12110
Generator's Phone: 518-242-2200

Generator's Site Address (if different than mailing address)
10 JETWAY DR
ALBANY, NY

6. Transporter 1 Company Name
MILLER ENVIRONMENTAL GROUP, INC
U.S. EPA ID Number: NYD986908085

7. Transporter 2 Company Name
U.S. EPA ID Number:

8. Designated Facility Name and Site Address
CYCLE CHEM, INC.
217 SOUTH FIRST ST.
ELIZABETH, NJ 07206
Facility's Phone: 908-355-5800
U.S. EPA ID Number: NJD002200046

	9. Waste Shipping Name and Description	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	
1	NON-RCRA, NON-DOT REGULATED LIQUID N.O.S. (AFFF IMPACTED WATER)	25 (1) 26	DM	1250	G	NJ-ID72
2						
3						
4						

13. Special Handling Instructions and Additional Information
Document # D49320 Job#: NY13260259 PO#: 60573
1) APP# 1297490-PC04

INTL

14. GENERATOR'S CERTIFICATION: I certify the materials described above on this manifest are not subject to federal regulations for reporting proper disposal of Hazardous Waste.
Generator's/Offeror's Printed/Typed Name: Albany Airport Thomas W Martin
Signature:
Month 5 Day 30 Year 26

15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter Signature (for exports only): Date leaving U.S.:

TRANSPORTER

16. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: Jeremy Frodyma
Signature:
Month 5 Day 30 Year 26
Transporter 2 Printed/Typed Name:
Signature:
Month Day Year

DESIGNATED FACILITY

17. Discrepancy
17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:
17b. Alternate Facility (or Generator)
U.S. EPA ID Number:
Facility's Phone:
17c. Signature of Alternate Facility (or Generator)
Month Day Year

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a
Printed/Typed Name: P Canales
Signature: P Canales
Month 7 Day 2 Year 26

Printed in USA by GC Labels 1-800-387-6966

DESIGNATED FACILITY TO GENERATOR

Reorder Part# MANIFEST-C6NHW 913-897-6966

AVPORTS

Albany Int'l Airport
737 Albany Shaker Rd
Albany, NY 12303

518.242.2375

Date: September 15, 2026

To: John O'Donnell, COO, ACAA
Dave Montiverdi, Planner ACAA
Ray Camilli, Airport Manager, Avports

From: Don Brundage, Safety, Environmental & Health Manager, Avports

Subject: Miller Environmental Group Bill

On May 28th of this year, due to a mechanical malfunction, an Airport Fire Department Unit flowed foam into the trench drain in front of the fire station. Miller Environmental responded to the Airport on an Emergency request for cleanup. They flushed and cleaned out the drain on the 28th and due to weather, had to return to again pump out the trench as we could not allow product from the trench to flow to the creek until testing on the trench was completed. Adirondak Environmental Services completed the testing and as soon as the results were received, the trench was reopened.

Miller Environmental also removed the contaminated water and foam mixture that had to be drained from the ARFF Unit and disposed of that product also. I have reviewed the invoice, and it reflects all of the work that Miller Environmental was requested to perform.

AGENDA ITEM NO. 11

Authorization of Change Orders

AGENDA ITEM NO. 11.1

Change Order 23: Authorization to Award Contract Change Order #23 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.

AGENDA ITEM NO: 11.1
MEETING DATE: September 23, 2026

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved 09/23/2026

DEPARTMENT: ***Planning and Engineering***

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

PURPOSE OF REQUEST:

Change Order 23: ***Authorization to Award Contract Change Order #23 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.***

CONTRACT AMOUNT*:*

Base:	**$32,796,900.00**	
Change Order #1	**49,999.00**	**ACAA Approved 01/23/2024**
Change Order #2	**49,999.00**	**ACAA Approved 01/23/2024**
Change Order #3	**49,999.00**	**ACAA Approved 01/23/2024**
Change Order #4	**113,499.81**	**ACAA Approved 01/23/2024**
Change Order #5	**188,732.19**	**ACAA Approved 01/23/2024**
Change Order #6	**344,659.00**	**ACAA Approved 02/12/2024**
Change Order #7	**No Cost**	**ACAA Approved 03/18/2024**
Change Order #8	**115,765.00**	**ACAA Approved 05/09/2024**
Change Order #9	**273,508.00**	**ACAA Approved 10/15/2024**
Change Order #10	**260,909.00**	**ACAA Approved 04/16/2025**
Change Order #11	**531,855.00**	**ACAA Approved 04/16/2025**
Change Order #12	**98,296.00**	**ACAA Approved 05/12/2025**
Change Order #13	**61,603.00**	**ACAA Approved 06/9/2025**
Change Order #14	**329,753.00**	**ACAA Approved 09/15/2025**
Change Order #15	**50,696.00**	**ACAA Approved 10/20/2025**
Change Order #16	**9,619.00**	**ACAA Approved 11/21/2025**
Change Order #17	**73,861.00**	**ACAA Approved 11/21/2025**
Change Order #18	**(21,105.00)**	**ACAA Approved 02/09/2026**
Change Order #19	**99,880.00**	**ACAA Approved 03/23/2026**
Change Order #20	**70,478.00**	**ACAA Approved 05/12/2026**
Change Order #21	**99,028.00**	**ACAA Approved 06/13/2026**
Change Order #22	**88,507.00**	**ACAA Approved 08/17/2026**
Change Order #23	**191,000.00***	
Total:	**$35,927,441.00**	

(Total includes total change orders to date of $3,130,541,00.)

***Pending Board Approval at this meeting.**

AGENDA ITEM NO: 11.1
MEETING DATE: September 23, 2026

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No ___ NA
Funding Account No.: ***CPN 50-2021***

AWARD CONDITIONS MET:

Apprenticeship ✓ DBE ✓ MWBE ___

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal ***40%*** **State 60%** **Airport** ***N/A***
Term of Funding: ***2023-2026***
Grant No.: ***N/A*** **STATE PIN:** ***N/A***

JUSTIFICATION:

Request to approve Change Order #23 for Contract # 21-1082-GC for the Pre-TSA Terminal Expansion to qualified low bidder MLB Construction Services, LLC Malta, NY.

This Change Order request includes a global settlement of $400,000 for the fabrication labor, detailing time, modeling, field erection and project management/supervision beyond what could have been reasonably anticipated in the establishment of a connection detailing tonnage allowance.

As a result of ACAA previously release $209,000 in Approval Letter 02 on November 19, 2024 to partially fund the work while the claim was being evaluated, should the ACAA board apprvve the gloval settlement, this would lease a balance of $191,000 to resolve this claim 04 with no time added to the contract. Please reference the attached Exhibit A.

This payment is accepted as a complete compromise of a disputed claim and does not constitute an admission of liability by either party. Upon receipt of the payment of $191,000 the claimant releases and discharges the Albany County Airport of any future claims connected to the detailing tonnage allowance.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

AGENDA ITEM NO: 11.1
MEETING DATE: September 23, 2026

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Please refer to the attached Change Order #23 backup information compiled by Turner Construction Company.

AIA® Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: *(name and address)*
Albany Airport

737 Albany Shaker Road Albany, NY 12211

CONTRACT INFORMATION:
Contract For:
General Construction [1082-GC]
Date:
August 28, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 023
Date:
August 13, 2026

OWNER: *(name and address)*
Albany County Airport Authority
737 Albany Shaker Road
Albany, NY 12211

ARCHITECT: *(name and address)*
CHA Consulting Inc.
3 Winners Circle
Albany, NY 12205

CONTRACTOR: *(name and address)*
MLB Construction Services LLC
One Stone Brook Road
Malta, NY 12020

CONSTRUCTION MANAGER: *(name and address)*
Turner Construction Company
1 Computer Drive South
Albany, NY 12205

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

A global settlement of $400,000 for the fabrication labor, detailing time, modeling, field erection and project management/supervision beyond what could have been reasonably anticipated in the establishment of a connection detailing tonnage allowance.

As a result of ACAA previously released $209,000 in Approval Letter 02 on November 19, 2024 to partially fund the work while the claim was being evaluated, should the ACAA board approve the global settlement, this would leave a balance of $191,000 to resolve this Claim 04 with no time added to the contract. **Please reference the attached Exhbit A.**

This payment is accepted as a complete compromise of a disputed claim and does not constitute an admission of liability by either party. Upon receipt of the payment of $191,000.00 the claimant releases and discharges the Albany County Airport of any future claims connected to the detailing tonnage allowance.

The original Contract Sum was	$	32,796,900.00
Net change by previously authorized Change Orders	$	2,939,541.00
The Contract Sum prior to this Change Order was	$	35,736,441.00
The Contract Sum will be increased by this Change Order in the amount of	$	191,000.00
The new Contract Sum including this Change Order will be	$	35,927,441.00

The Contract time will be unchanged by (0) days.
The Contractor s Work shall be substantially complete on July 10, 2024 for Phase 1-2, August 7, 2024 for Phase 3a -4c and November 12, 2024 for Sitework.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

ARCHITECT *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
BY: Anthony Stellato - Vice President	BY: Scott Bridie - Senior Project Manager
(Printed name, title, and license number if required)	*(Printed name and title)*
Date	*Date*

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User Notes: (6a7dffe83c08a5d8ca31d1a

CONTRACTOR *(Signature)*	**OWNER** *(Signature)*
BY: Jeff Lino, Vice President	BY: Peter Stuto, Chief Executive Officer
(Printed name and title)	*(Printed name and title)*
Date	*Date*

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Exhibit A

Turner Construction Company
1 Computer Drive South
Albany, New York 12205

July 10, 2026

Albany County Airport Authority
Mr. John O'Donnell
737 Albany Shaker Road
Albany, New York 12211

RE: FOR SETTLMENT PURPOSES ONLY
Contract 1082-GC
MLB Claim 04: Structural Steel Claim Resolution [Blast Design]
MLB Claim 06: Structural Steel Claim Resolution [ASI-077]

Dear Mr. O'Donnell,

The following letter is for settlement purposes only and should not be considered an agreement to the steel portion of the claim. The recommendations contained within this document, upon agreement amongst parties, will need to be presented to and approved by the ACAA board of directors to be binding.

Stone Bridge Iron and Steel through MLB Construction submitted Claim 04 seeking additional compensation resulting from a combination of purported factors, including but not limited to: misunderstandings of the project contract documents, incomplete or missing documentation, delayed or clarifying responses to Requests for Information (RFIs), and design team preferences that altered connection details.

The claim alleges impacts were further compounded by the fact that connection design was not complete to the level the cost could have been determined pre-bid. As such, the evolving interpretations and direction provided throughout the project created inefficiencies and additional costs that could not have been anticipated in the tonnage allowance that was included in the original scope.

Based on previous correspondence dated April 9, 2024 (pre-claim correspondence), June 21, 2024, July 17, 2024 followed by an in-person meeting on January 29, 2025 the project team remains firm in its position that no additional compensation is warranted for the blast design itself, as that work was within the original contractual scope. However, after extensive review of the work required for fabrication and erection in the field, Turner is making a recommendation for compensation. This recommendation is based on the extent of detail in the finalized connections, the subsequent revisions and responses to Requests for Information (RFIs), Stone Bridge Iron and Steel incurred work beyond what could have been anticipated in the original scope. Accordingly, we offer the following overview:

The following is a summary of Stone Bridge updated request dated August 13, 2024:

Description	Shop Hours @ $95	Cost
Add 63 web doubler plates	975	$92,625
Add 338 web stiffeners	1700	$161,500
Increased size of face plates	120	$11,400
Full pen welds at connection plates required by final design	1,420	$134,900
Temporary bracing material for full pen welds	483	$45,885
Stone Bridge Additional Detailing	--	$7,600
Ryan Biggs Additional Detailing	--	$42,516
Midwest Steel Additional Field Erection	--	$187,109

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Additional Plate Materials for Final Blast Design	--	$259,327
Subtotal		$942,862
100 Ton Allowance		-$421,960
Subtotal		$520,902
10% OHP		$52,091
1% Bond		$5,793
Stone Bridge Request		**$578,722**

The following is our recommended settlement:

A global settlement of **$400,000** for the fabrication labor, detailing time, modeling, field erection and project management/supervision beyond what could have been reasonably anticipated in the establishment of a connection detailing tonnage allowance.

As a result of ACAA previously released $209,000 in Approval Letter 02 on November 19, 2024 to partially fund the work while the claim was being evaluated, should the ACAA board approve the global settlement, this would leave a balance of $191,000 to resolve this Claim 04 with no time added to the contract.

On August 26, 2024, MLB Construction submitted Claim No. 06 seeking additional time and compensation associated with ASI-077. The project team agrees that ASI-077 resulted in additional work related to the demolition of the existing concrete beam and the installation of the additional structural steel member and bearing plates at Column Line G-E.8. MLB Construction, Jackson Demolition, and Stone Bridge Iron and Steel were compensated for this work through AIA-010 in the amount of $31,879 and AIA-011 in the amount of $52,164.

The project team remains firm in its position to reject the portion of the claim seeking compensation for the re-engineering and refabrication of structural steel members allegedly necessitated by the existing parking garage structure and elevator tower not being square, plumb, or consistent with the structural drawings. The team has determined that this portion of the claim is not compensable based on the following notes on Drawing S-002

Note 5. General Requirements

> B. Contractor shall be solely responsible for the correctness of dimensions and quantities for the fitting to other work; for work to be confirmed and correlated at the site; for information pertaining to the fabrication procedure or the means, methods, techniques, sequences, and procedures of construction; and for the coordination of the work of this section with the work of all other trades. The architects and structural engineers review of contractor's submission does not relieve contractor from these responsibilities.
>
> C. Field Measurements: Obtain all field measurements required for proper fabrication and installation of work. Submit, prior to installation, all measurements indicating discrepancies from the drawings. Describe in writing and, where applicable, by sketches the proposed methods for correcting discrepancies.

Note 7 Existing Structures

> A. Dimensions and details shown in structural drawings are taken from the original design documents and may not accurately represent current existing conditions. The Contractor shall verify all information pertaining to existing conditions by inspection and measurement at the site prior to commencement of any work.

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Based on the facts set forth above, and consistent with the project's prior correspondence to MLB Construction concerning Claim No. 06, the remaining claimed amount of $78,565 is not considered compensable and does not warrant an extension of the Contract Time. Accordingly, the balance of Claim No. 06 is denied.

Sincerely,

Robert Wagner

Robert Wagner
Project Manager

cc: Carl Stewart III, Vice President + General Manager – Turner Construction
Peter Stuto, Chief Executive Officer- ACAA
Chirs Quinn, Legal Counsel – ACAA
John LaClair, Chief Engineer - ACAA
Matt Mokey, Airport Engineer - ACAA

AGENDA ITEM NO. 12

Authorization of Federal and State Grants

Old Business

New Business

Executive Session

Attorney-Client Privilege Matters