



ALBANY COUNTY AIRPORT AUTHORITY

REGULAR MEETING

AGENDA

January 23, 2023

General:

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

Regular Meeting – December 5, 2022
- 3. Communications and Report of Chief Executive Officer**

Reports:

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

Action Items:

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 10.1 Lease: Lease of 74 Sicker Road (ACAA Bldg. No. 212), with Avis Budget Group, Inc.**



10.2 Service Contract: Professional Services Contract No. SC-22-1128 Security Guard Services Awarded to Premium Investigations

10.3 NEGOTIATIONS: Professional Services Negotiations: Contract No. S-22-1139 Design Services for the New In-Line Checked Baggage Inspection System (CBIS) with VTC.

- 11. Authorization of Change Orders**
- 12. Authorization of Federal and State Grants - None**
- 13. Informational Only**

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters

AGENDA ITEM NO. 1

Chairman's Remarks

AGENDA ITEM NO. 1.1

Albany County Airport Authority Officers



ALBANY COUNTY AIRPORT AUTHORITY 2023 OFFICERS

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

AGENDA ITEM NO. 2

Approval of Minutes



Minutes of the Regular Meeting of the Albany County Airport Authority

December 5, 2022

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday December 5, 2022 @ 11:30 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Samuel A. Fresina with the following present:

MEMBERS PRESENT

Samuel A. Fresina
Kevin R. Hicks, Sr.
Lyon M. Greenberg, M.D.
Sari M. O'Connor
Steven H. Heider
Thomas A. Nardacci
John-Raphael Pichardo (via telephone)

MEMBERS ABSENT

STAFF

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

ATTENDEES

Ray Casey, Airport Consultant
Arturo Garcia, Chief Operating Officer, AvPorts
Todd Pennington, AvPorts Airport Manager
Captain Stephen Dorsey, AvPorts - ARFF
Fire Chief Dave Cook, AvPorts – ARFF
Turner Bradford, McFarland Johnson
John DeCaunter, Allient Insurance Company
Jeff Lovell, Park Strategies, LLC
Dennis Feeney, Majority Leader
Jim O'Brien, AvPorts Operations Manager
Kevin Hehir, AvPorts Building Maintenance Manager
Jeffrey Jamison, Chief Counsel to the Albany County Executive
George Penn, Director of Operations Albany County



Brian King, Million Air Manager
Kelly Melaragno, CHA Consulting, Inc.
Rich Amadon, Sr. Vice-President CHA Consulting, Inc.
Jeremy Martelle, Associate Vice-President CHA Consulting, Inc.
Janet Thayer, Esq.

Chair Fresina noted that there was a quorum.

General:

1. Chairman's Remarks

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

ES-1 Personnel Matter

ES-2 Appointment of a particular corporation.

Chair Fresina made a motion to go back into regular session. The motion was adopted unanimously.

1.1 Election of Treasurer

Ms. Quinn advised that with Dr. Greenberg leaving the board effective 12/31/2022 it will create a vacancy in the elected office of Treasurer effective 1/1/2023. She advised the newly elected Treasurer will serve from 1/1/2023 – 1/23/2023.

She advised the ACAA BYLAWS state that in the event of a vacancy in any one or more of elected officers the Authority may, at any regular or special meeting, elect a successor to serve until the next regularly scheduled election.

Ms. Quinn advised that on 1/23/2023 at the first regular meeting of the year the Board will elect the slate of officers.

Ms. O'Connor moved to approve the election of Thomas Nardacci as Treasurer to serve from 1/1/2023 through 1/23/2023 to replace Dr. Greenberg. The motion was adopted unanimously.

2. Approval of Minutes

Ms. O'Connor moved to approve the minutes of the November 7, 2022 meeting. The motion was adopted unanimously.

Management Reports:

3. Communications and Report of Chief Executive Officer

Mr. Calderone presented the Communications and Report of the Chief Executive Officer for the month of December 2022.



4. Chief Financial Officer Report

Mr. Zonsius presented the Financial Report for the month of December 2022.

5. Project Development

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

6. Counsel.

7. Concessions/Ambassador Program

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

8. Public Affairs

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

9. Business & Economic Development

Action Items:

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

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

Mr. Zonsius recommended authorization to approve the issuance of annual purchase orders for waste management services to County Waste and Recycling for a total Contract Amount of \$526,185.40 / five- year (based upon estimated usage) The proposal provides services for 1 year with 4 one year options. Based upon annual review the Authority would issue purchase orders for up to five (5) years of waste management services.

Ms. O'Connor moved to approve the issuance of Purchase Orders for the purchase of Waste Management Services Contract No. - 22-1136 in the total contract amount of \$526,185.40 / five- year. Based upon annual review the Authority will issue purchase orders for up to five (5) years of waste management services.. The motion was adopted unanimously.

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

Mr. Casey recommended authorization to enter into a five-year lease with KisKis Tire Company, Inc. for premises at 68 Sicker Road



(Airport Building No. 215). The premises contains a 14,200 SF warehouse with office and will be used for vehicle repairs, equipment and maintenance. The rent will be \$91,978.44 annually (\$7,664.87 per month), plus utilities. Lease payments will increase by 2% annually for the term of the lease. The lease will be personally guaranteed by the owner of the tenant corporation.

Dr. Greenberg moved to approve Lease No. L-22-1135 at 68 Sicker Road (Airport Building No. 215) in the amount of \$91,978.44 annually (\$7,664.87 per month), plus utilities with the lease payments will increasing by 2% annually for the term of the lease. The motion was adopted unanimously.

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

Mr. Casey recommended authorization to purchase a 3.1 +/- acre parcel of land (362-364 Old Niskayuna Road) from the Estate of James Little for a NYS DOT certified price of \$530,000. He advised for over twenty years, the ACAA has pursued acquisition of this parcel due to its location immediately adjacent to the East-West Runway 10-28 and to our T-Hangar area. Over the years, Mr. Little had declined to sell the property but in 2021, after his deteriorating health and subsequent placement in a nursing home, his family contacted the Authority offering the property for sale. (Note that Mr. Little passed away in September of this year and his estate has continued to support the sale to the Authority.) The Authority contracted with two licensed appraisal firms which provided independent updated appraisals of \$530,000 and \$620,000. Consistent with FAA guidelines, those appraisals were submitted for review and determination of value by the NYS Department of Transportation; that review resulted in a certified fair market value of \$530,000.

This purchase will be 100% airport funded and the Airport may seek reimbursement if approved as part of the ALP.

Mr. Nardacci moved to approve the purchase of a 3.1 +/- acre parcel of land (362-364 Old Niskayuna Road) from the Estate of James Little for a NYS DOT certified price of \$530,000. The motion was adopted unanimously.

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

Ms. Quinn recommended authorization to approve the Airport Management Services Agreement with AVPORTS ALB LLC for the



contract amounts of year 1 - 2023 - \$500,000.00 and year 2 - 2024 - \$700,000.00. She advised the Authority solicited proposals for Management of Daily Airport Operations and responses were received on June 9, 2022 from two firms. The selection committee recommended AvPorts as the preferred Airport Management Company. The Board authorized the Authority to enter into negotiations for a successor agreement on July 11, 2022. Approval is requested to enter into a two year agreement with AvPorts for Airport Management Services. The Agreement also provides for two additional five-year renewal terms which will require Board approval.

Mr. Hicks moved to approve the Airport Management Services Agreement with AVPORTS ALB LLC for the contract amounts of year 1 - 2023 - \$500,000.00 and year 2 - 2024 - \$700,000.00 with two additional five-year renewal terms which will require Board approval. The motion was adopted unanimously.

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

Mr. Zonsius recommended contingent approval of expenditure not to exceed \$1,056,788 (\$996,788 and \$60,000 for insurance policy premiums and insurance broker services, respectively). He advised insurance policies are renewed on an annual basis and although not necessarily shopped to insurance underwriters on an annual basis, underwriters were invited by the insurance broker, Alliant, to provide updated quotes for next year's renewal period.

Dr. Greenberg moved to approve the Contingent approval of expenditure not to exceed \$1,056,788 (\$996,788 and \$60,000 for insurance policy premiums and insurance broker services, respectively). The motion was adopted unanimously.

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

Mr. LaClair recommended authorization to award the Professional Services Contract S-22-1127 Design Services for the Rehabilitation of Concourse A to Fennick & McCredie Architecture in the negotiated amount of \$1,195,363.00.

Ms. O'Connor moved to approve the award of Professional Services Contract S-22-1127 Design Services for the Rehabilitation of Concourse A to Fennick & McCredie Architecture in the negotiated



amount of \$1,195,363.00. The motion was adopted unanimously.

11. Authorization of Change Orders - None

12. Authorization of Federal and State Grants

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

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

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



project area.

Albany County Airport Authority is authorized to execute the Grant Agreement

Ms. O'Connor moved to approve acceptance of 2022 Aviation Project Funding [Grant] Agreement from New York State Department of Transportation in the total program amount of \$100,000,000 with a State share of \$60,000,000; FAA-\$40,000,000 for Terminal Expansion and also authorizing the Albany County Airport Authority to execute the Grant Agreement. The motion was adopted unanimously.

13. Informational Only

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

Mr. Zonsius recommended review and approval of the Authority's Procurement Guidelines adopted December 14, 2015 and last reviewed and approved December 6, 2021. He advised that the NYS Authorities Budget Office requires that the Authority annually disclose if the procurement guidelines have been annually reviewed, amended if needed, and approved by its governing Board. He further advised that there are no amendments proposed for the Procurement Guidelines.

Dr. Greenberg moved to approve the Procurement Guidelines with no amendments. The motion was adopted unanimously.

**ADD-ON
POLICY**

15. Authority Policy that RFQ's and Negotiations with any Potential Management Company Require Recognition of Existing Collective Bargaining Agreements

Ms. Quinn recommended the Authority adopt the policy that all RFQ's and negotiations with any potential management company require recognition of existing collective bargaining agreements.

Mr. Hicks moved to accept the policy that all RFQ's and negotiations with any potential management company require recognition of existing collective bargaining agreements. The motion was adopted unanimously.

Old Business: None

New Business: None

Executive Session - Attorney-Client Privilege Matters



ES-1 Personnel Matter (At beginning of meeting.)

ES-2 Appointment of a particular corporation. (At beginning of meeting.)

There being no further business, the meeting was adjourning at 12:55 p.m.



**ALBANY COUNTY AIRPORT AUTHORITY
REGULAR MEETING
AGENDA**

December 5, 2022

General:

- 1. Chairman's Remarks**
- 2. Approval of Minutes
Regular Meeting – November 7, 2022**
- 3. Communications and Report of Chief Executive Officer**

Reports:

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

Action Items:

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



premiums and insurance broker services, respectively).

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

11. Authorization of Change Orders - None

12. Authorization of Federal and State Grants

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

13. Informational Only

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

**ADD-ON
POLICY**

15. Authority Policy that RFQ's and Negotiations with any Potential Management Company Require Recognition of Existing Collective Bargaining Agreements

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters:

AGENDA ITEM NO. 3

Communications and Report of Chief Executive Officer



MEMO: January 23, 2023

TO: Albany County Airport Authority Board Members

FROM: Philip F. Calderone, Esq., Chief Executive Officer

- Operations, Enplanements and Finances

AGENDA ITEM NO. 4

Financials

AGENDA ITEM NO. 5

Project Development



PROJECT STATUS REPORT

January 23, 2023

I. AIRSIDE IMPROVEMENTS

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

An RFQ was advertised in August and out of the five submittals, Fennick McCredie Architecture was selected. Fennick McCredie has been sent the fully executed contracts. Fennick McCredie has a kick-off meeting scheduled for Jan. 24, 2023 and site walk through to begin the design.

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

Passero Associates has completed the process of investigating of the concrete pavement failure on the south end of the Air Cargo apron (leased by UPS) and they are working on the design for the repair and replacement of the pavement. Passero has been working with ACAA to determine the extent of the investigation and compile a proposal to complete the work. Passero's is analyzing lab results from the samples of concrete and the subsurface soils.

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

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

II. LANDSIDE IMPROVEMENTS

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

The FAA as part of the lease renewal, requested some upgrades to their facility. The roof replacement project (1013-R) the roof project will be bid in 2023 when materials are more readily available. The elevator replacement project (1013-EV) was awarded to Kone under NYS Contract pricing. Sage Engineering is working with ACAA to complete the design for the HVAC system upgrade, which will be let as a project later this year.

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

Hewitt & Young Electric is continuing the installation of the new Terminal Fire alarm system. The contractor is currently testing the new sensors and panels throughout the Terminal. Installation of the alarm system continues with the contractor working two shifts. All installation work and testing of the new system continues as the contractor works to tie in existing Terminal systems as required by NYS Code. Work is currently scheduled to be completed in early 2023.

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

CHA and their design team have been working since last fall to prepare schematic drawings, which will be complete on February 2, 2023. ACAA has been coordinating with CHA's design team to advance the design of the project to meet the time constraints of the NYS Grant. There has been preliminary survey work and ground penetrating radar (GPR) done in front of the existing Terminal. Subsurface drilling is scheduled to begin in the next few weeks, to provide data for the foundation designs.

D) Main Terminal Elevator #8 Replacement

Elevator #8 in the Terminal, which is the backup elevator for the Main Terminal elevator #6 was taken out of service on January 9, 2023 to eliminate the piston system and convert the elevator to an MRL cable system under State Contract pricing. The replacement equipment was delivered on November 1, 2022. Work is expected to take 6 weeks.

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

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

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

As part of the TSA's efforts to streamline their operations, the TSA is offering grants for the design of a new In-Line Checked Baggage Inspection System to replace the current individual airline baggage inspections. ACAA advertised an RFQ for the design services and a selection committee reviewed and selected VTC to be the design firm. The Board's approval to negotiate a scope and fee with them is an action item on today's agenda.

AGENDA ITEM NO. 6

Counsel

AGENDA ITEM NO. 7

Concessions/Ambassador Program

AGENDA ITEM NO. 8

Public Affairs



Public Affairs Report January 2023

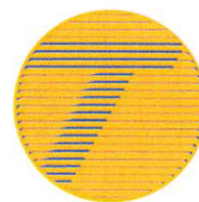
Missing Wedding Album

Public Affairs conducted a media briefing in an effort to determine the owners of a wedding album that had been found in the terminal. The media reports were carried across the nation. Respondents identified the church as Our Redeemer Lutheran Church in Hawaii. Public Affairs provided the church with copies of the album photos and they are making an effort to identify the individuals in the photos.



New York State Department of Transportation

The New York State Department of Transportation conducted its annual Employee Awards Ceremony on the Observation Level on January 19, 2023.



Military Courtesy Room

The Eastern Contractors Association presented a check for \$1,000 to the John J. McKenna IV Military Courtesy Room on January 17. Since its inception more than 52,000 members of the military and their families have visited the Military Courtesy Room. Accepting the check was John J. McKenna III.



FAA Ground Stop

A computer problem with the FAA's NOTAM system forced the FAA to order a nationwide Ground stop of all aircraft on January 11, 2023. Public Affairs provided periodic updates to the local media regarding the impact on flights at Albany International Airport.



AGENDA ITEM NO. 9

Business & Economic Development

AGENDA ITEM NO. 10

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

AGENDA ITEM NO. 10.1

Lease: Lease of 74 Sicker Road (ACAA Bldg. No. 212), with Avis Budget Group, Inc.

AGENDA ITEM NO: 10.1

MEETING DATE: January 23, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: Administration/Legal Department

Contact Person: Ray Casey, Senior Project Consultant

PURPOSE OF REQUEST:

Lease: Lease of 74 Sicker Road (ACAA Bldg. No. 212), with Avis Budget Group, Inc.

CONTRACT AMOUNT:

N/A

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ✓ No NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal State Airport NA ✓

JUSTIFICATION:

Authorization is requested to enter into a five-year lease with Avis Budget Group, Inc. for premises at 74 Sicker Road (Airport Building No. 212). The premises contains 5,000 SF and will be used for the support of rental car operations plus approximately three quarters of an acre of vehicle parking area. The rent will be \$53,500.00 annually (\$4,458.33 per month), plus utilities. Lease payments will increase by 2% annually for the term of the lease. This building was vacated by CommutAir on December 31, 2022.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA

BACK-UP MATERIAL: 1) Draft Lease which includes floor plan

ALBANY COUNTY AIRPORT AUTHORITY

**737 Albany Shaker Road
Main Terminal, Suite 300
Albany, NY 12211-1057**



ALBANY
INTERNATIONAL AIRPORT

Lease of 74 Sicker Road, Building 212

To

Avis Budget Group, Inc.

CONTRACT NO: L-23-1140

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LEASE AGREEMENT
BETWEEN THE
ALBANY COUNTY AIRPORT AUTHORITY
AND
AVIS BUDGET GROUP, INC.
AT
THE ALBANY INTERNATIONAL AIRPORT

THIS LEASE is made and entered into effective the ____ day of _____, 20__ by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the “Authority”), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Main Terminal, Suite 300, Albany, NY, 12211 and Avis Budget Group, Inc., (the “Tenant”) a corporation organized and existing under the laws of the State of New Jersey, having offices at 6 Sylvan Way, Parsippany, New Jersey 07006.

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 Tenant has requested the use of this space for support of rental car operations;
4. The Authority has accepted the request of the Tenant for the lease of space as described herein; and
5. This Lease has been duly authorized by the Authority by a resolution of the Authority adopted at a meeting of the Authority on January 23, 2023.

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

ARTICLE I: DEFINITIONS

- 1.1 “Agreement” shall mean this lease agreement between Tenant and Authority under the terms and conditions expressly set forth herein.
- 1.2 “Airport” shall mean the land, with all improvements thereon and to be erected thereon, owned and/or operated by the Authority, and other locations as may be added from time to time.
- 1.3 “Airport Terminal” and “Terminal” shall mean the terminal building at the Airport as of the date of the execution of the Agreement.
- 1.4 “Assigned Area” shall mean the area or areas at the Airport designated by this lease as the place in which the Tenant is permitted to use space, illustrated in **EXHIBIT "A"**, hereto.
- 1.5 “Authority” or “Albany County Airport Authority” shall mean such public officials as may, by operation of law, succeed to any or all of the rights, powers, or duties, which lawfully reside in the Albany County Airport Authority.
- 1.6 “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 Agreement.
- 1.7 “County” shall mean such public officials and public bodies as may, by operation of law, succeed to any or all of the rights, powers or duties which lawfully reside in the County of Albany.
- 1.8 “Rental Fee” shall mean the rent paid by Tenant.
- 1.9 “Tenant” shall mean the company or corporation who is bound by contract to lease space identified in this document.

ARTICLE II: ASSIGNED AREAS

- 2.1 The Authority hereby leases to Tenant and Tenant hereby agrees to the lease from the Authority for its use, and for the uses and purposes defined in Article IV hereinafter, subject to all the terms, conditions, and covenants of this Agreement, 5,000 square feet of space in the building identified as 74 Sicker Road, Building 212, including the adjacent $\frac{3}{4}$ acre lot which is hereby designated the “Leased Area” and shown herein as **EXHIBIT "A"**.
- 2.2 The Authority reserves the right upon 120 days notice to recapture all or a portion of Tenant’s Leased Area if it needs to do so for an airport purpose. In such case, the Authority will make a good faith effort to relocate the Tenant in comparable space and will negotiate in good faith a proportionate abatement of rent charged.

ARTICLE III: TERM

- 3.1 The Term of this lease and the rights and obligations of Tenant and Authority hereunder, shall be for five (5) years commencing on February 1, 2023 and terminating on January 31, 2028, which date shall be the "Date of Termination".
- 3.2 The Date of Termination can be extended in five (5) year increments beginning the first day of February 2028, if approved in writing by both the Authority and the Tenant at least ninety (90) days before the expiration of the then current 5 year period. In no event shall the Lease 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. The Authority and the Tenant acknowledge that the Leased Area may by mutual written agreement be revised in connection with any subsequent renewal.
- 3.3 In the event the Tenant shall continue to occupy the Leased Area beyond the lease term without Authority's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy from month-to-month which may be terminated at any time by the Authority or the Tenant by giving ninety (90) days written notice to the other party. The Authority may, however, at its option, renegotiate the fee consideration of the Agreement to be used during the month-to-month terms.
- 3.4 The Tenant further agrees that upon the expiration of the term of this Lease or sooner cancellation thereof, the Leased Area will be delivered to the 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 the Authority upon inspection of the Leased Area from time to time.

ARTICLE IV: USES AND PRIVILEGES

- 4.1 The Tenant has a right and privilege to utilize the Leased Area for vehicle storage and repair and all uses accessory to vehicle storage and repair.
- 4.2 The Tenant has the rights of ingress and egress from its Leased Area 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 Tenant's employees.
- 4.3 The Tenant, 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 Tenant, 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 Tenant 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 Tenant from contesting with the FAA the validity or amount of such penalty.

- 4.4 The Authority, if providing parking facilities to the Tenant'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 TENANT

- 5.1 The Tenant shall be responsible for the conduct, demeanor and appearance of its employees 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, invitees or those doing business with the Tenant, the Tenant shall take all reasonable steps necessary to remove the cause of the complaint or objection.
- 5.2 Except as otherwise provided in this Agreement, the Authority prohibits the use of any public area for the storage of anything.
- 5.3 Should a conflict arise between the Tenant and other tenants at the Airport regarding the scope of tenant privileges, the CEO will serve as the final arbitrator. The Tenant agrees to abide by the CEO's decision.
- 5.4 The Tenant hereby warrants and agrees that: (1) it will conduct an operation which complies with the highest standards for use of space and will furnish all necessary fixtures, equipment, supplies, materials, and personnel; (2) it will furnish such services promptly, efficiently and adequately to meet all reasonable demands therefore on a fair, equal and nondiscriminatory basis.
- 5.5 Tenant agrees:
- A. The Tenant agrees to abide by all Airport Rules and Regulations.
 - B. The area will be maintained to meet NYS Codes and all Federal and State standards for fire protection and safety.
 - C. No structural changes will be made without prior Authority written approval; consent will not be unreasonably withheld.
 - D. No changes in the intended use of the Leased Area without first notifying in writing the Authority.
 - E. All bulk oil will be stored with proper spill containment. Quantities will be kept to minimum.
 - F. All flammable and combustibles will be stored in proper cabinets or metal safety cans as required.

- G. All chemicals will be stored in proper containers. A copy of all MSDS sheets will be furnished to the Airport Fire Department on any hazardous materials, as required by law.
 - H. The Fire Department will be notified before all welding. The Fire Department will issue the required permit for same.
 - I. No vehicles will be left running unattended in the work area.
 - J. The Tenant will be responsible for any environmental impact from products used.
- 5.6 The Authority shall furnish all utilities services to the Leased Area. The Tenant shall pay the Authority for all related costs or charges during the term of the Agreement.
- 5.7 The use and occupancy of the Leased Area by the Tenant will be without cost or expense to Authority. It shall be the sole responsibility of the Tenant, at Tenant's sole cost and expense, to maintain, repair and operate the entirety of the Leased Area, and any improvements and facilities constructed thereon, and to pay any applicable taxes, payments in lieu of taxes, water or sewer fees, or any other fees attributable to the Leased Area for its occupation or use.

ARTICLE VI: FEES, CHARGES AND ACCOUNTABILITY

- 6.1 For the first 12 months of the term, Tenant agrees to pay an annual rental fee of \$53,500 or \$4,458.33 monthly. This includes \$42,500 for the Building No. 212 rental at the rate of \$8.25 per square feet, plus an additional \$11,000 for additional vehicle parking in the adjacent approximate three quarter acre parking area.

Such rental payments are to be paid monthly on the first of the month for the period of the lease. The annual rental fee shall all be increased by two percent (2%) from the prior year every February 1st during the term of this Agreement and any renewals thereof.

- 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
737 Albany Shaker Road
Main Terminal, Suite 300
Albany, New York 12211-1057

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 Tenant's equipment, the Tenant 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 LEASED AREA

- 8.1 The Tenant shall maintain the Leased Premises at all times in a safe, neat and attractive condition, and shall not permit the accumulation of any trash, paper, or debris on the Leased Premises. The Tenant shall repair all damages to the Leased Premises caused by its employees, patrons, visitors, any other persons, or its operation thereon and shall maintain and repair all equipment thereon, including any building improvements.

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

1. Janitorial services;
 2. Supply and replacement of light bulbs;
 3. Cleaning of stoppages in plumbing fixtures, drain line and sewer system;
 4. Replacement of floor covering, as needed;
 5. Maintenance of all building and overhead doors;
 6. Building interior and exterior, including painting;
 7. Repair or replacement of all building equipment and utility systems except due to normal wear and tear;
 8. Snow removal for walkways and around perimeter of building;
 9. All routine maintenance of the structures, pavements, and equipment;
 10. The Tenant shall advise the Authority and obtain the Authority's consent in writing before making changes involving structural changes to building or premises;
 11. The Tenant is responsible for maintaining electric loads within the designed capacity of the system;
 12. The Tenant shall provide and maintain hand fire extinguisher for the interior of the building and shall maintain, either with Tenant personnel or through third-party maintenance agreements, all facility systems such as fire alarm systems, HVAC systems and door operations, if they exist or are required for occupancy;
 13. The Tenant shall maintain all landscaping and grounds as originally approved and installed; and
 14. The Tenant shall pick-up, and provide for, a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. The Tenant shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Premises, shall not be permitted.
- 8.2 The Authority shall remove snow from paved Airport roadways. The Authority shall also mow the existing landscaped area surrounding the building.
- 8.3 All repairs done by the Tenant 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 Tenant's Leased Area.

8.4 The CEO or his duly appointed representatives shall have the right to enter the Tenant's Leased Areas to:

- A. Inspect the Leased Areas at reasonable intervals during the Tenant's regular business hours, or at any time in case of emergency, to determine whether the Tenant has complied with and is complying with the terms and conditions of this Lease. The CEO may, at his discretion, require the Tenant to affect repairs at the Tenant's own cost.
- B. Perform any and all things which the Tenant is obligated to and has failed after reasonable notice to do so, including: maintenance, repairs and replacements to the Tenant's Leased Area. The cost of all labor and materials required to complete the work will be paid by the Tenant to the Authority. Such work shall be paid for by the Tenant 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.

8.5 The Authority shall be responsible for regular structural repairs, except those caused by Tenant.

ARTICLE IX: REMOVAL OF PROPERTY

9.1 All improvements made to the Leased Areas, and additions and alterations thereto, by the Tenant, shall be and remain the property of the Tenant until the expiration of the term of this Lease. Upon termination of this Lease (whether by expiration of the term, cancellation, forfeiture, or otherwise, whichever first occurs), the improvements shall become the property of the Authority, provided, however, that any trade fixtures, signs and other personal property of Tenant not permanently affixed to the Leased Areas shall remain the property of Tenant if removed from the Leased Areas no later than fourteen (14) days following such expiration or termination. Should Tenant fail within fourteen (14) days following the expiration or termination of this Lease to remove its trade fixtures, signs and other personal property of Tenant not permanently affixed to the Leased Areas, the Authority, at its sole option, may determine that title to the property shall vest in the Authority, without cost to the Authority or compensation to the Tenant. In addition, the Authority may elect to exercise its rights set forth in Paragraph 14.5 of this Lease. Should Tenant 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. Tenant shall repair all damage done to the Leased Areas or other Authority-owned property resulting from the removal of such personal property, signs and trade fixtures and shall restore the Leased Areas 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, Tenant shall indemnify, save, hold harmless, and defend the Authority, the County of Albany, their officials, agents and employees, their successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the cost and expenses of whatsoever kind or nature (including, but not limited to, reasonable attorney's fees, disbursements, court costs and expert fees) of any environmental claim arising out of, resulting from, or incident to Tenant's use and occupancy of the Assigned Area or use of the Airport, including, but not limited to any claim for (1) contamination of the Assigned Area and/or Airport, including the air, surface water, ground water or soil from any source, including underground septic tanks, (2) generation, handling, treatment, storage, disposal or transportation of solid, gaseous or liquid waste, (3) electromagnetic or other radiation or noise, (4) exposure to any hazardous materials, (5) manufacture, processing, distribution, use, or storage of any hazardous material, (6) the release or threatened release of any contamination or hazardous material to, from or through the Assigned Area and/or the Airport, or (7) any of the foregoing related to, caused by or arising from Tenant related activities. Notwithstanding the above, Tenant shall not be liable for any environmental claim solely and directly attributable to a pre-existing condition on any Airport property leased by Tenant hereunder and not previously occupied by Tenant at any prior time.
- 10.2 The Tenant hereby agrees to release, indemnify and save harmless the Authority, the County of Albany, their officers, agents and employees, 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 or the County of Albany, and shall defend, indemnify and save harmless the Authority or the County of Albany, 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, Tenant'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 Tenant; provided, however, that the Tenant need not release, indemnify, or save harmless the Authority, the County of Albany, their officers, agents, and employees from damages resulting from the sole negligence of the Authority's or County's officers, agents, or employees. The minimum insurance requirements prescribed herein shall not be deemed in any way limit or define the obligations of the Tenant 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 Tenant shall procure and maintain at its own expense, the following types and amounts of insurance for the term of this Lease:
- 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 Tenant 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 Three Million Dollars (\$3,000,000), combined single limit, for each occurrence for bodily injury, death, or property damage occurring by reason of the Tenant's operations in, on, or about the 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 - Tenant shall insure against the perils of fire, extended coverage, and other perils on any and all of the Leased Area. Such insurance shall be in the amount of One Million Dollars (\$1,000,000). The Authority and County of Albany shall be named as additional insured under the policy or policies herein described. All fire legal liability insurance policies shall name the Authority as loss payee.

10.5 The insurance specified above shall, either by provisions in the policies or by special endorsements attached thereto, insure the Authority and the County of Albany if any, against the risks to which it is exposed as the owner, and except for Worker's Compensation and Employers' Liability coverage, shall include the Authority and the County of Albany and all of their officers, employees, and agents, as additional insureds, shall contain a standard cross-liability provision and shall stipulate that no insurance held by the Authority and the County of Albany will be called on to contribute to a loss covered thereunder. The Authority and the County of Albany shall have no liability for any premiums charged for such coverage, and the inclusion of the Authority and the County of Albany as additional insureds is not intended to, and shall not, make the Authority and the County of Albany a partner or joint venturer with Tenant in Tenant's operations at the Airport. Such policies shall also insure Tenant against the risks to which it is exposed as Tenant 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 The original or a certified copy of the above policy or policies, plus certificates evidencing the existence thereof, all in such form as the Authority may require, or a binder, shall be delivered to the Authority upon the execution of this Lease. In the event a binder is delivered, it shall be replaced within ten (10) days by the original or a certified copy of the policy. Each such policy or certificate shall contain a valid provision or endorsement that **"This policy will not be canceled or materially changed or altered with respect to this agreement, that any said change would impact this agreement only, without first giving thirty (30) days written notice thereof to the Chief Executive Officer, Albany County Airport Authority, 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 Lease or thereafter.

ARTICLE XI: ASSIGNMENT AND SUBLEASING

- 11.1 The Tenant shall not assign or transfer this Lease or any other right, privilege, or license conferred by this Lease, either in whole or in part, or sublet or in any manner encumber Leased Area or any part thereof.
- 11.2 The Tenant must obtain the consent of the Authority to keep this Lease in effect prior to any transfer or merger of ownership between the Tenant and any other corporation or company, such consent will not be unreasonable withheld.

ARTICLE XII: DAMAGE OR DESTRUCTION

- 12.1 Partial Damage - If all or a portion of the premises are partially damaged by fire, explosion, the elements, public enemy or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by the Authority at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligence or omission to act by Tenant, its sub-contractors, agents, or employees, Tenant shall be responsible to reimburse the Authority for the cost and expenses incurred in such repair.
- 12.2 Extensive Damage - If the damages are so extensive as to render the Leased Area or a portion thereof uninhabitable, but are capable of being repaired within thirty (30) days, the same shall be repaired with due diligence by the Authority at its own cost and expenses, subject to the limitations as hereinafter provided, and an appropriate portion of the fees and charges payable herein shall abate from the time of the damage until such time as the Leased Area is fully restored and certified by the Authority as again ready for use; provided, however, that if said damage is caused by the negligence or omission to act of Tenant, its subcontractors, agents, or employees, said fees and charges will not abate and Tenant shall be responsible for reimbursing the Authority for the cost and expenses incurred in such repair.
- 12.3 Complete Destruction - In the event all or a substantial portion of the Leased Area is completely destroyed by fire, explosion, the elements, public enemy or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than thirty (30) days the Authority shall be under no obligation to repair, replace, or reconstruct said premises, and an appropriate portion of the fees and charges payable hereunder shall abate at the time of such damage or destruction and shall henceforth cease until such time as the said premises are fully restored. If within twelve (12) months after the time of such damage or destruction said premises shall not have been repaired or reconstructed, Tenant may cancel this Lease in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said premises, or a substantial portion thereof are completely destroyed as a result of the negligence or omission to act of Tenant, its subcontractors, agents, or employees, said fees and charges shall not abate and the

Authority may, in its discretion, require Tenant to repair and reconstruct said premises within twelve (12) months of such destruction and pay the cost therefore, or the Authority may repair and reconstruct the same within twelve (12) months of such destruction and Tenant shall be responsible for reimbursing the Authority for the cost and expense incurred in such repair.

- 12.4 Limits of Authority's Obligations Defined - It is understood that, in the application of the foregoing provisions, the Authority's obligations shall be limited to repair or reconstruction of the premises to the same extent and of equal quality as obtained by Tenant at the commencement of its operations hereunder. Replacement of equipment and supplies shall be the responsibility of the Tenant and any such and refurbishing/re-equipping shall be equivalent in quality to that originally installed.

ARTICLE XIII: COMPLIANCE

- 13.1 The Tenant, its officers, agents, servants, employees, contractors, licenses, and any other person over which the Tenant controls or has the right to control shall comply with all present and future laws, ordinances, orders, directives, rules, and regulations of the Federal, State, and Municipal governments as well as the Rules & Regulations of the Authority which may be applicable to its operations at the Airport.
- 13.2 Tenant 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 premises, or upon Tenant, or upon the business conducted on the premises, or upon any of Tenant's property used in connection therewith; and shall have and maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Tenant.
- 13.3 This Lease is governed by the laws of New York. Any disputes relating to this Lease 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 TENANT

- 14.1 The following contingencies shall be a condition of default by Tenant:
- A. Tenant fails to pay the rentals or to make any other payments required hereunder when due (or within ten (10) days after due date with notice) to the Authority;
 - B. Tenant permits 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 Leased Area; provided, however, if the unsanitary condition is such as to require replacement, repair, construction, or reconstruction, Tenant 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 Tenant'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. The interest of Tenant under this Lease is transferred, passes to, or devolves upon, by operation of law or otherwise, any other person, firm, or corporation without the written consent of the Authority;
- E. Tenant 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. Tenant fails to keep, perform, and observe each and every promise, covenant, and condition set forth in this Lease on its part to be kept, performed, or observed after receipt of written notice of default from the Authority, except where fulfillment of Tenant's obligation requires activity over a period of time and Tenant 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;
- H. Tenant 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 Leased Area;
- I. By order or decree of court, Tenant is adjudged bankrupt, or an order is made approving a petition filed by any of the creditors or stockholders of Tenant 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 Tenant 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 Tenant, 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 Tenant under this Lease, which is not corrected within thirty (30) days of notice from the Authority;
 - M. Any lien is filed against the Leased Area because of any act or omission of Tenant and such lien is not removed, enjoined or a bond for satisfaction of such lien is not posted within thirty (30) days; or
 - N. Tenant voluntarily abandons, deserts, vacates, or discontinues its operation of the business herein authorized.
- 14.2 Nothing in this Article shall require Tenant 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 Tenant'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 Tenant, 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 Tenant in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Tenant 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 re-enter the premises 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 Tenant under this Lease.
- 14.6 The Authority, upon termination or cancellation of this Lease, or upon reentry, regaining, or resumption of possession of the Leased Area, may occupy said premises and shall have the right to permit any person, firm, or corporation to enter upon the Leased Area and use the same. Such occupation by others may be of only a part of the Leased Area, or the whole thereof or a part thereof together with other space, and for a period of time the same as or different from the balance of the term remaining hereunder, and on terms and conditions the same as or different from those set forth in this Lease. The Authority shall

also have the right to repair or to make such structural or other changes in the Leased Area as are necessary in its judgment to maintain the suitability thereof for uses and purposes similar to those granted under this Lease without affecting, altering, or diminishing the obligations of the Tenant hereunder.

- 14.7 In the event this Lease is terminated or canceled by the Authority, or in the event the Authority re-enters, regains, or resumes possession of the premises, all of the obligations of Tenant hereunder shall survive and shall remain in full force and effect for the full term of this Lease. And, subject to the Authority's obligation to mitigate damages, the amount or amounts of rental charges 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 Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree: (1) 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; (2) 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; (3) that the Tenant shall use the Leased 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; (4) that should the Authority provide handicapped accessible ingress and egress in specific locations, Tenant 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 Lease.

- 15.2 **Federal Aviation Act, Section 308** - Nothing herein contained shall be deemed to grant the Tenant 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 Tenant shall have the right to possess the Leased Area under the provisions of this Lease.
- 15.3 **Subordination to Agreements with the United States Government** - This Lease is subject and subordinate to the provisions of any agreement 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 agreements 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 International Airport
737 Albany Shaker Road
Main Terminal, Suite 300
Albany, NY 12211-1057

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

Avis Budget Group, Inc.
Attn.: Legal Department
6 Sylvan Way
Parsippany, New Jersey 07006

- 15.6 Captions - The headings of the several articles of this Lease 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 Lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Lease shall not be affected thereby.
- 15.8 Waiver of Claims - The Tenant 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 Lease or any part thereof, or by any judgment or award in any suit proceeding declaring this Lease null, void or voidable, or

delaying the same or any part hereof, from being carried out.

- 15.9 Incorporation of Exhibits - All exhibits referred to in this Lease are intended to be and hereby are specifically made a part of this Lease.
- 15.10 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.
- 15.11 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 Lease or because of any breach thereof or because of its or their execution or attempted execution.
- 15.12 Successors and Assigns Bound - This Lease shall be binding upon and inure to the benefit of the successors and assignees of the parties hereto where permitted by this Lease.
- 15.13 Right to Amend - In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Lease Airport, or otherwise, the Tenant agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease as may be reasonably required.
- 15.14 Time of Essence - Time is expressed to be of the essence in this Lease.
- 15.15 Gender - Words of any gender used in this lease 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.
- 15.16 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 Lease 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.
- 15.17 No Brokers - The Tenant warrants to the Authority that no broker was instrumental in procuring this Agreement and Tenant agrees to indemnify the Authority against any claims or demands from brokers' commissions in procuring this Agreement.

ARTICLE XVI: ENTIRE LEASE

- 16.1 This Lease represents the entire and integrated Lease between the Authority and the Tenant and supersedes all prior negotiations, representations and agreements, either written or oral. This Lease may be amended only by written instrument signed by both the Authority and the Tenant.
- 16.2 Nothing in this Lease shall be deemed or construed to give any third party any claim or

right of action against the Authority or the Tenant which does not otherwise exist without regard to this Lease.

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

ALBANY COUNTY AIRPORT AUTHORITY

By: _____
Samuel A. Fresina, Chairman
Or
Philip F. Calderone, Esq., CEO

AVIS BUDGET GROUP, INC.

By: _____
Name & Title: _____

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

On this _____ day of _____, 20____, before me personally came and appeared **SAMUAL A. FRESINA**, to me known to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed, the foregoing instrument; that he executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on January 23, 2023; and that he signed his name thereto by like authorization.

Notary Public

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

On this _____ day of _____, 20____, before me personally came and appeared **PHILIP F. CALDERONE, ESQ.**, to me known to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chief Executive Officer of the Albany County Airport Authority, the public benefit corporation described in, and which executed, the foregoing instrument; that he executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on January 23, 2023; and that he signed his name thereto by like authorization.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

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

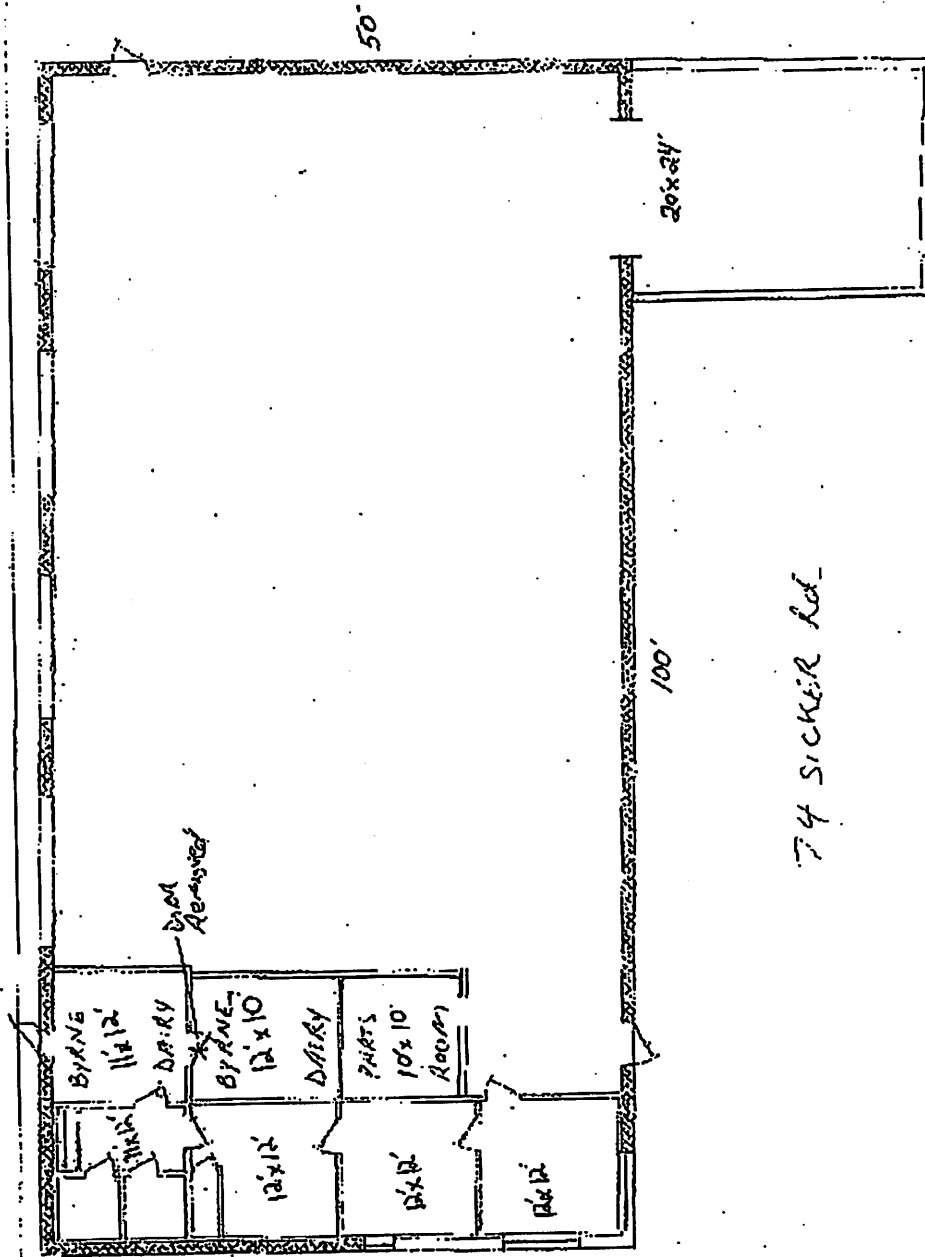
Notary Public

EXHIBIT A

LEASED AREA

(See Attached Floor Plan)

EXHIBIT A - FLOOR PLAN



AGENDA ITEM NO. 10.2

**Service Contract: Professional Services
Contract No. SC-22-1128 Security Guard
Services Awarded to Premium Investigations**

AGENDA ITEM NO: 10.2
MEETING DATE: January 23, 2023

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

DEPARTMENT: *Finance*

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

PURPOSE OF REQUEST:

Service Contract: *Professional Services Contract No. SC-22-1128 Security Guard Services
Awarded to Premium Investigations*

CONTRACT AMOUNT:

Total Contract Amount: *\$1,426,744.00 / three- year (based upon estimated usage)
Subject to annual adjustment in prevailing wage rates*

BUDGET INFORMATION:

Anticipated in Current Budget: *Yes J No NA*
Funding Account Number: *23-44005-10-0000
23-44005-20-0000*

JUSTIFICATION:

A Request For Competitive Proposals was issued for Security Guard Services at the following locations:

- 1. Security Gate 27 (hours of operation 24/7/365, 8,760 total hours), inspection of vehicles and passengers entering the Transportation Security Agency (the "TSA") defined secured area on the North side of the terminal apron; and,*
- 2. Passenger Terminal Exit Lane (hours of operation 8:00PM – 1:00 AM seven (7) days per week, 1,825 total hours) to monitor and prevent unauthorized person or objects from entering the TSA defined sterile area (terminal); and,*
- 3. Loading Dock (hours of operation 6:00A-6:00P M-F, 8:00A – 4:30 Sat, 8:00A -12:00P Sun, 3,770 total hours) to inspect all vendor/other commodities entering the TSA defined sterile area (terminal).*

The Authority received six (6) proposals to provide said services and an evaluation committee selected Premium Investigations as the qualified proposer that offered the best value. A request is also made to enter into a three (3) year contract and allow the Chief Executive Officer to authorize the two (2) optional one (1) year contract extensions at a regular rate of \$33.13 per hour. The prior five-year contract, issued to Securitas, had a current standard hourly rate of \$34.40.

Locations and hours are subject to change.

AGENDA ITEM NO: 10.2

MEETING DATE: January 23, 2023

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL: *Please refer to attached Recommendation Memo, Proposal Certification and Proposal Summary.*



MEMORANDUM

TO: Michael Zonsius
Chief Financial Officer, ACAA

FROM: James O'Brien
Manager of Operations, Avports

RE: Contract # SC-22-1128
Security Guard Services

After reviewing the proposals for SC-22-1128, Security Guard Services, the members of the evaluation committee met on November 28th.

It is the recommendation of this committee that the contract award go to Premium Investigations.

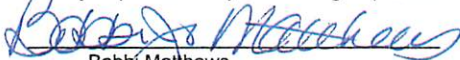
Contract #SC-22-1128
Security Guard Services

Company Name	Securitas Security	Premium Investigations	Arrow Security, Inc.	Trace Asset Protection Service	Blue Shield Security
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Company Name	Universal Protection Services LLC dba Allied Universal Security Services
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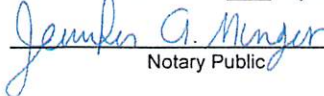
I, Bobbi Matthews, certify that this proposal acknowledgment is a true copy of the submittals received for the proposal (RFP) above.

Albany Airport Authority Purchasing Department



Bobbi Matthews,
Purchasing Agent

Sworn to before me this 1st day of November 20 22.


Notary Public

JENNIFER A. MUNGER
Notary Public, State of New York
No. 01MU6246332
Qualified in Schenectady County
Commission Expires Aug. 08, 2023

Contract #SC-22-1128
Security Guard Services
Evaluation Summary

Vendor	Premium Investigations
Meet or Exceed Specs	YES
Proposed Rate:	
Location #1: Security Check Point Exit Lane	
Standard Hourly Rate	\$33.13
Holiday / Overtime Rate	\$47.99
Location #2: Security Gate Access Coverage / Gate 27	
Standard Hourly Rate	\$33.13
Holiday / Overtime Rate	\$47.99
Location #3: Loading Dock / Vendor Inspection	
Standard Hourly Rate	\$33.13
Holiday / Overtime Rate	\$47.99

AGENDA ITEM NO. 10.3

**NEGOTIATIONS: Professional Services
Negotiations: Contract No. S-22-1139
Design Services for the New In-Line Checked Baggage
Inspection System (CBIS) with VTC.**

AGENDA ITEM NO: 10.3

MEETING DATE: January 23, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

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

PURPOSE OF REQUEST:

NEGOTIATIONS: *Professional Services Negotiations: Contract No. S-22-1139
Design Services for the New In-Line Checked Baggage Inspection
System (CBIS) with VTC.*

CONTRACT AMOUNT:

Base Amount: N/A

BUDGET INFORMATION:

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

AWARD CONDITIONS MET:

Apprenticeship N/A DBE Y MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 95% State Airport 5% NA
Term of Funding: 2023-2025
Grant No.: <pending> State PIN: <pending>

JUSTIFICATION:

Authorization is requested to negotiate for Professional Services Contract S-22-1139 Design Services programmed for the New In-Line Checked Baggage Inspection System (CBIS) with VTC . The RFQ evaluations committee met and discussed each proposal. Each committee member completed the evaluation score sheet with the criteria outlined in the RFQ document. The firm receiving the highest score and recommendation for award is the design firm of VTC of Arlington, Texas. Subsequent prospective contract award is contingent upon Board approval of negotiated fee established following TSA grant guidelines and TSA funding.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.3
MEETING DATE: January 23, 2023

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

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL: N/A

AGENDA ITEM NO. 11

Authorization of Change Orders

AGENDA ITEM NO. 12

Authorization of Federal and State Grants

AGENDA ITEM NO. 13

Informational Only

Old Business

New Business

Executive Session
Attorney-Client Privilege Matters