



**ALBANY COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING**

**AGENDA**

**May 8, 2023**

**General:**

- 1. Chairman's Remarks**
- 2. Approval of Minutes - Regular Meeting - April 10, 2023**
- 3. Communications and Report of Chief Executive Officer**

**Reports:**

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

**Action Items:**

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
  - 10.1 Lease Amendment: Lease Amendment No. 8 to Contract No. L-637 with Prescott Holdings, Inc.**
  - 10.2 Services Agreement No. SC-1133 Parking Equipment Maintenance**
  - 10.3 Construction Contract No. 1082-ESC - Terminal Expansion - Elevators & Escalators**



- 10.4 Construction Contract No. 1114-GC – Air Cargo Pavement Rehabilitation**
- 10.5 Purchase Order – State Contract No. PT68778 – North Parking Garage Video/Cameras**
- 10.6 Approval of Modification and Extension Management Operating Agreement for Fixed Base of Operations and Fuel Farm with REW Investments, Inc., d/b/a Million Air – Albany.**
- 11. Authorization of Change Orders**
  - 11.1 Change Order No. 1 – Contract No. 1047-GC Terminal Escalator #18 & #19 Replacement**
- 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. 2**

### **Approval of Minutes**





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

**April 10, 2023**

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday April 10, 2023 @ 11:30 a.m. in the 3<sup>rd</sup> 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  
Steven H. Heider  
Kevin R. Hicks, Sr.  
John-Raphael Pichardo  
Janet M. Thayer

### **MEMBERS ABSENT**

Thomas A. Nardacci  
Sari M. O'Connor

### **STAFF**

Philip F. Calderone, Esq.  
Michael F. Zonsius  
Matt Cannon  
Jenn Munger  
John LaClair  
Doug Myers  
Connor Haskins  
Helen Chadderdon  
Margaret Herrmann  
Bobbi Matthews

### **ATTENDEES**

Todd Pennington, AvPorts Airport Manager  
Carmiena Brooks, Assistant Airport Manager  
Captain Stephen Dorsey, AvPorts - ARFF  
Dennis Feeney, Majority Leader  
George Penn, Director of Operations Albany County  
Rob Wagner, Turner Construction  
Ray Camilli, AvPorts  
Kevin Hehir, AvPorts  
Jim O'Brien, AvPorts  
Kelly Melaragno, CHA Consulting, Inc.  
Arturo Garcia-Alonso, Chief Operating Officer, AvPorts

Chair Fresina noted that there was a quorum.



**General:**

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

Mr. Pichardo moved to approve the minutes of the March 28, 2023 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 April 2023.

4. **Chief Financial Officer Report**

No report.

5. **Project Development**

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

6. **Counsel**

7. **Concessions/Ambassador Program**

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

8. **Public Affairs**

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

9. **Business & Economic Development**

Mr. Cannon presented an update on the following:

- Siena College Research Institute Survey



**ALBANY COUNTY AIRPORT AUTHORITY  
REGULAR MEETING  
AGENDA  
April 10, 2023**

**General:**

- 1. Chairman's Remarks**
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- 3. Communications and Report of Chief Executive Officer**

**Reports:**

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

**Action Items:**

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**  
**NONE**
- 11. Authorization of Change Orders**  
**NONE**
- 12. Authorization of Federal and State Grants**  
**NONE**
- 13. Informational Only**

**Old Business:**

**New Business:**

**Executive Session - Attorney-Client Privilege Matter**



**Action Items:**

10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments - None
11. Authorization of Change Orders - None
12. Authorization of Federal and State Grants - None
13. Informational Only - None

**Old Business:** None

**New Business:** None

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

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

**ES-1 Contract Negotiations**

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

## **AGENDA ITEM NO. 3**

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



**MEMO:** May 8, 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**



**Monthly Financial Report**

**March 2023**

(dated April 23, 2023)



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April 23, 2023

ACAA Members  
Philip F. Calderone, Esq.

## INTRODUCTION

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

	2023 Current Year versus			
	2023 Month Budget	2022 Month Actual	2022 YTD	2022 Prev. 12 Mo.
Enplanements	( 7.4%)	0.6%	13.6%	17.0%
Cargo	( 4.3 )	( 2.0 )	( 6.2 )	( 8.1 )
Operations	2.1	1.6	4.5	7.9

	Month	
	Mar22	Mar23
Destination Airports	18	20
Scheduled Monthly Flight	1,175	1,321
Average Daily Flights	37.9	42.6
Pax Lift (Pax Seats)	121,434	140,331
Enplanements	107,454	108,087

## FINANCIAL INFORMATION

### Cash Position – Unrestricted (Operating)

The Airport continues to maintain a strong cash position. The Statements of Net Position provided on Page 4 reports unrestricted cash of \$28,671,104 and equates to approximately 9.59 months of operating reserves (Notes to Financial Statements #2, Page 8).

### Cash Position – Restricted

Restricted cash available for capital purposes is as follows:

Projects	\$ 9,340,719
Projects – PFC	9,105,592
Projects – Other	<u>1,372,759</u>
	\$19,819,070

## Accounts Receivable

The Accounts Receivable balance is approximately 2.71 of average day total operating revenues.

### Equity – YTD Earnings

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

	Month	YTD
Airport Operating	\$ 1,387,178	\$ 3,652,799
FBO Profit	<u>461,153</u>	<u>1,088,427</u>
	1,848,331	4,741,226
Other Rev/Exp (d.ser.)	180,094	( 578,697)
Capital Contributions	57,636	714,603
Airline Incnt. Payts.	( 32,334)	( 88,491)
	<u>205,396</u>	<u>47,415</u>
	<b>\$ 2,053,727</b>	<b>\$ 4,788,641*</b>

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

### Operating Revenues

Monthly operating revenues increased approximately \$441K from the same month the prior year. YTD operating revenues increased approximately \$1,784K over the same time period the prior year.

### Airport Operating Expenses

Monthly operating expenses were approximately \$2,862K and \$2,564K for 2023 and 2022, respectively. YTD operating expenses were \$8,161K and \$8,152K for 2023 and 2022, respectively.

## AIRPORT OPERATING BUDGET

Monthly airport operating revenues were favorable by approximately **\$768K**, due in large part to the increase in parking revenues and terminal space rentals. Monthly airport operating expenses compared to budget were favorable by approximately **\$81K**.

YTD airport operating revenues were favorable by approximately **\$1,369K**. YTD airport operating expense were favorable by approximately **\$669K**.

Please see Budget vs. Actual High/Low by Category Reports, pages 10 – 12, for further details. High/Low by Category Report may not reconcile with the Summary of Revenues, Expenses and Net Results as some accounts need to be reflected in former.

## MILLION AIR FBO OPERATIONS

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

	2023 Current Year versus			
	2023 Budget	2022 Month	2022 YTD	2022 Prev. 12 Mo.
JetA (gals)	(4.7%)	4.2%	(5.7%)	( 7.2%)
AvGas (gals)	(25.0 )	(22.7)	(7.2)	28.8

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

The FBO had operating profits of **\$461K** and **\$1,088K**, for the month and year-to-date, respectively, both favorable as compared to the budget.

Monthly FBO operating revenues were favorable to budget by approximately **\$424K**, due in large part to JetA fuel sales. Monthly FBO COGS (cost of goods sold-fuel) compared to budget were unfavorable by approximately **\$112K**. Monthly FBO operating expenses compared to budget were favorable by approximately **\$45K**.

YTD FBO operating revenues were favorable to budget by approximately **\$1,319K**, due in large part to JetA fuel sales. YTD FBO COGS (cost of goods sold-fuel) compared to budget were unfavorable by approximately **\$652K**. YTD FBO operating expenses compared to budget were favorable by approximately **\$110K**.

## PASSENGER AIRLINE SCHEDULES

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

		Begin	+	-	End
Jan21	(week #21-03)	172	-	(30)	142
Feb21	(week #21-08)	131	12	( 1)	142
Mar21	(week #21-12)	142	24	( 8)	158
Apr21	(week #21-16)	158	43	( 9)	192
May21	(week #21-21)	192	74	( 3)	263
Jun21	(week #21-25)	263	21	(44)	240
Jul21	(week #21-29)	240	14	( 5)	249
Aug21	(week #21-34)	249	24	( 2)	271
Sep21	(week #21-38)	271	13	(18)	266
Oct21	(week #21-42)	266	19	(18)	267
Nov21	(week#21-46)	267	22	(34)	255
Dec21	(week#21-50)	255	7	(19)	243
Jan22	(week#22-04)	243	27	(27)	243
Feb22	(week#22-08)	243	11	( 6)	248
Mar22	(week#22-13)	248	28	(11)	265
Apr22	(week#22-17)	265	48	( 5)	308
May22	(week#22-21)	308	9	(25)	292
Jun22	(week#22-26)	288	22	(14)	300
Jul22	(week#22-31)	300	27	( 6)	321
Aug22	(week#22-35)	321	7	(18)	310
Sep22	(week#22-39)	310	-	(40)	270
Oct22	(week#22-44)	270	13	( 6)	277
Nov22	(week#22-48)	277	4	(38)	243
Dec22	(week#22-52)	243	26	( 4)	265
Jan23	(week#23-04)	265	19	(15)	269
Feb23	(week#2308)	269	36	( 3)	302
Mar23	(week#2312)	302	8	(13)	297
Apr23	(week#2316)	297	12	( 9)	300
May23	(week#2321)	300	6	(16)	290

## PROJECTIONS

2022 and 2023 enplanement projections are as follows:

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

## BOND RATINGS

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

**FULL TIME FILLED POSITIONS**

Workforce consists of the following Full-Time Filled positions:

	<u>Begin</u>	<u>+</u>	<u>-</u>	<u>End</u>
Mar 2022	173	2	(5)	170
Apr 2022	170	3	(2)	171
May 2022	171	7	(3)	175
Jun 2022	175	4	(2)	177
Jul 2022	173	-	(3)*	174
Aug 2022	174	8	(1)	181
Sep 2022	181	5	(3)	183
Oct 2022	187 <sup>(1)</sup>	6	(10)	184
Thru Week 50	184	-	(3)	181
Thru Week 23-02	181	-	(2)	179
Thru Week 23-06	179	-	-	181
Thru Week 23-10	181	4	(1)	184

(1) 4 position adjustment

\*adjustment

**COMPARISON WITH NATIONAL**

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

Enplanements

	<u>Month YOY%</u>		<u>YTD YOY%</u>		<u>12YE YOY%</u>	
	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
Mar21	7.4	(20.9)	(45.8)	(63.5)	(66.5)	(77.1)
Apr21	*	*	(20.6)	(41.5)	(58.0)	(70.2)
May21	*	*	5.2	(18.4)	(47.7)	(62.0)
Jun21	*	*	27.6	0.6	(36.0)	(53.3)
Jul21	*	*	44.7	23.1	(22.3)	(39.9)
Aug21	*	*	55.2	43.1	(7.5)	(22.3)
Sep21	*	*	61.2	56.7	6.8	(4.6)
Oct21	*	*	66.2	69.5	25.2	20.6
Nov21	*	*	71.4	79.8	46.9	49.8
Dec21	*	*	75.1	87.7	75.1	87.7
Jan22	90.6	188.4	90.6	188.4	104.6	137.3
Feb22	104.2	168.6	95.5	177.6	142.3	208.4
Mar22	65.5	117.1	81.9	149.3	148.5	237.6
Apr22	46.8	70.7	69.8	119.0	122.9	196.6
May22	31.8	38.4	59.9	93.6	101.2	161.5
Jun22	18.1	21.7	49.6	43.3	82.2	136.7
Jul22	7.8	15.1	40.3	61.0	65.5	107.1
Aug22	12.4	15.1	35.6	51.7	54.5	83.7
Sep22	18.5	10.6	33.4	31.4	47.4	21.8
Oct22	13.8	4.9	30.9	39.8	40.0	53.1
Nov22	8.4	3.3	28.5	35.7	32.8	41.6
Dec22	5.8	(0.4)	26.2	32.2	26.2	32.2

\* Percentage reflects a meaningless amount due to the reduced number of enplanements in April 2020.

	<u>Month YOY%</u>		<u>YTD YOY%</u>		<u>12YE YOY%</u>	
	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
<u>Cargo (tons)</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
Mar21	16.2	24.9	12.6	16.2	10.1	10.1
Apr21*	16.2	34.7	13.5	21.0	11.1	12.4
May21	5.2	12.3	11.7	19.0	11.5	13.2
Jun21	2.3	2.6	9.7	15.9	10.5	12.4
Jul21	(0.8)	1.9	8.2	13.6	9.5	11.2
Aug21	4.4	(1.3)	7.5	11.6	9.4	10.9
Sep21	3.8	(6.6)	7.1	9.3	8.4	8.5
Oct21	(0.5)	(10.6)	6.4	7.0	7.6	6.6
Nov21	4.1	0.7	6.6	6.5	7.5	6.2
Dec21	0.4	(2.1)	5.8	5.5	5.8	5.5
Jan22	(7.3)	(14.3)	(7.3)	(14.3)	4.1	3.3
Feb22	3.3	(0.3)	(2.5)	(8.0)	4.0	2.6
Mar22	(0.8)	(8.5)	(1.8)	(8.2)	2.6	0.1
Apr22	(6.7)	(24.2)	(3.3)	(12.8)	0.5	(4.6)
May22	(6.3)	(18.7)	(3.9)	(14.1)	(0.4)	(7.1)
Jun22	(3.1)	(6.8)	(3.7)	(14.6)	(0.8)	(7.8)
Jul22	(5.5)	(14.5)	(4.0)	(13.0)	(1.3)	(9.1)
Aug22	(1.1)	(0.1)	(3.7)	(11.5)	(1.7)	(9.0)
Sep22	(2.5)	(2.3)	(3.5)	(11.7)	(2.3)	(9.5)
Oct22	(5.7)	(5.6)	(3.9)	(10.0)	(2.8)	(8.3)
Nov22	(3.4)	(0.8)	(3.8)	(9.2)	(3.4)	(8.4)
Dec22	(9.2)	(3.0)	(4.2)	(8.5)	(4.2)	(8.5)

\* adjusted

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

Page 4

	Unaudited March 31, 2022	Unaudited March 31, 2023
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Unrestricted Assets		
Cash and cash equivalents	\$22,818,359	\$28,671,104
Accounts receivable - net	1,079,375	433,456
Lease receivable	2,683,477	2,567,186
Prepaid Expenses	1,159,853	1,507,325
Total Unrestricted Assets	27,741,064	33,179,071
Restricted Assets		
Operating and Renewal Reserves	7,286,433	8,223,291
CFC Funds	449,727	456,283
Capital Funds	7,734,513	9,340,719
PFC Funds	8,987,169	9,105,592
Revenue Bond Funds	9,928,292	10,234,356
FAA Restricted Funds	203,921	206,894
Concession Improvement Funds	699,387	709,582
Total Restricted Assets	35,289,442	38,276,717
Total Current Assets	63,030,506	71,455,788
<b>NON-CURRENT ASSETS</b>		
Capital Assets	277,105,128	269,170,518
Lease Receivable	20,212,167	18,404,031
Prepaid Expenses	209,668	194,232
Total Non-Current Assets	297,526,963	287,768,781
Total Assets	360,557,469	359,224,569
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
Refunding	1,344,959	959,399
OPEB Expenses	391,588	1,025,989
Pension Expenses	1,136,675	1,048,107
Total Deferred Outflows of Resources	2,873,222	3,033,495
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS</b>	363,430,691	362,258,064
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Payable from Unrestricted Assets	5,321,864	6,042,009
Payable from Restricted Assets	10,324,906	10,357,461
Total Current Liabilities	15,646,770	16,399,470
<b>NON-CURRENT LIABILITIES</b>		
Bonds and other debt obligations	68,233,168	59,817,198
Net OPEB liability	5,735,789	6,100,782
Net pension liability - proportionate share	77,909	(269,427)
Total Non-Current Liabilities	74,046,866	65,648,553
Total Liabilities	89,693,636	82,048,023
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>		
Concession Improvement Funds	718,988	808,526
OPEB expenses	1,156,601	1,275,576
Pension expenses	1,093,887	1,246,137
Leases	22,400,114	20,221,742
Total Deferred Inflows of Resources	25,369,590	23,551,981
<b><u>NET POSITION</u></b>		
Invested in Capital Assets, net of Related Debt	208,803,028	210,599,894
Restricted	25,679,041	26,922,499
Unrestricted	13,885,396	19,135,667
<b>Net Position</b>	248,367,465	256,658,060
<b>TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION</b>		
	\$ 363,430,691	\$ 362,258,064

**Albany County Airport Authority**  
**2023 Summary of Revenues, Expenses and Net Results**  
**For the three months ended March 31, 2023**

	Current Month			Year to Date		
	2023 Budget	2022 Actual	2023 Actual	2023 Budget	2022 Actual	2023 Actual
<b><u>AIRPORT</u></b>						
<b>OPERATING REVENUES</b>						
Airline	\$ 953,595	\$ 1,095,560	\$ 1,333,736	\$ 2,860,786	\$ 3,168,763	\$ 3,922,875
Non-Airline	2,527,970	2,712,411	2,915,474	7,583,909	6,861,043	7,891,090
<b>Total Revenues</b>	<b>3,481,565</b>	<b>3,807,971</b>	<b>4,249,210</b>	<b>10,444,695</b>	<b>10,029,806</b>	<b>11,813,965</b>
<b>OPERATING EXPENSES</b>						
Personal Services	962,888	763,224	842,333	2,888,664	2,684,913	2,468,402
Employee Benefits	493,446	398,777	440,645	1,480,337	1,301,780	1,354,139
Utilities & Communications	201,463	310,780	295,686	604,388	864,590	997,682
Purchased Services	550,841	398,449	475,888	1,652,522	1,210,612	1,357,498
Material & Supplies	499,112	502,165	536,814	1,497,335	1,605,689	1,317,702
Office	89,557	59,788	56,720	268,670	204,757	204,851
Administration	82,372	84,098	90,673	247,116	232,468	263,796
Non-Capital Equipment	63,625	47,132	123,273	190,875	47,132	197,096
<b>Total Expenses</b>	<b>2,943,304</b>	<b>2,564,413</b>	<b>2,862,032</b>	<b>8,829,907</b>	<b>8,151,941</b>	<b>8,161,166</b>
<b>AIRPORT OPERATING RESULTS</b>	<b>538,261</b>	<b>1,243,558</b>	<b>1,387,178</b>	<b>1,614,788</b>	<b>1,877,865</b>	<b>3,652,799</b>
<b>FBO OPERATING RESULTS</b>	<b>103,663</b>	<b>241,447</b>	<b>461,153</b>	<b>310,988</b>	<b>746,469</b>	<b>1,088,427</b>
<b>TOTAL OPERATING RESULTS</b>	<b>641,924</b>	<b>1,485,005</b>	<b>1,848,331</b>	<b>1,925,776</b>	<b>2,624,334</b>	<b>4,741,226</b>
<b>OTHER REVENUES (EXPENSES)</b>						
Interest Earnings	117,119	4,077	128,671	351,358	11,487	349,592
Passenger Facility Charges	374,992	303,367	303,456	1,124,974	910,101	910,368
ACAA Debt Service	(835,222)	(835,018)	(835,222)	(2,505,653)	(2,505,054)	(2,505,666)
Grant Income	435,871	11,780	552,489	1,307,614	34,200	574,909
Improvement Charges	-	30,700	30,700	-	92,100	92,100
Total Other						
Revenues(Expenses)	92,760	(485,094)	180,094	278,293	(1,457,166)	(578,697)
<b>INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS</b>	<b>734,684</b>	<b>999,911</b>	<b>2,028,425</b>	<b>2,204,069</b>	<b>1,167,168</b>	<b>4,162,529</b>
<b>AIRLINE INCENTIVES</b>	<b>(33,333)</b>	<b>(20,357)</b>	<b>(32,334)</b>	<b>(100,001)</b>	<b>(59,052)</b>	<b>(88,491)</b>
<b>CAPITAL CONTRIBUTIONS</b>	<b>-</b>	<b>-</b>	<b>57,636</b>	<b>-</b>	<b>77,722</b>	<b>714,603</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>\$ 701,351</b>	<b>\$ 979,554</b>	<b>\$ 2,053,727</b>	<b>\$ 2,104,068</b>	<b>1,185,838</b>	<b>4,788,641</b>
<b>NET POSITION, BEGINNING OF PERIOD</b>					<b>247,181,627</b>	<b>251,869,419</b>
<b>NET POSITION, END OF PERIOD</b>					<b>\$ 248,367,465</b>	<b>\$ 256,658,060</b>
<b>RECONCIATION TO AIRLINE FUNDS REMAINING:</b>						
<b>NET RESULTS BEFORE RESERVES</b>	<b>734,684</b>	<b>999,911</b>	<b>2,028,425</b>	<b>2,204,069</b>	<b>1,167,168</b>	<b>4,162,529</b>
Less: Capital Improvements	(287,072)	(275,000)	(287,072)	(861,215)	(825,000)	(861,215)
Less: Reserve Requirements	(71,443)	(43,789)	(71,443)	(214,328)	(131,367)	(214,328)
<b>NET RESULTS</b>	<b>376,170</b>	<b>681,122</b>	<b>1,669,911</b>	<b>1,128,526</b>	<b>210,801</b>	<b>3,086,986</b>
Revenue Sharing:						
Transfer to/from Airlines (50%)	188,085	340,561	834,955	564,263	105,401	1,543,493
Authority Share (50%)	188,085	340,561	834,955	564,263	105,401	1,543,493
Less: Airline Incentives	(33,333)	(20,357)	(32,334)	(100,001)	(59,052)	(88,491)
Net Authority Share	\$ 154,752	\$ 320,204	\$ 802,621	\$ 464,262	\$ 46,349	\$ 1,455,002

**Albany County Airport Authority**  
**Operating Revenues**  
**For the three months ended March 31, 2023**

	Current Month			Year to Date		
	2023 Budget	2022 Actual	2023 Actual	2023 Budget	2022 Actual	2023 Actual
<b>AIRLINE REVENUES</b>						
<b>COMMERCIAL</b>						
Landing Fees-Signatory	\$ 467,201	\$ 417,300	\$ 525,583	\$ 1,401,604	\$ 1,096,991	\$ 1,473,845
Landing Fees-Non Signatory	5,230	0	0	15,690	0	0
Airline Apron Fees	72,926	65,412	69,361	218,778	196,237	208,082
Glycol Disposal Fee	25,120	33,670	62,756	75,359	157,444	229,425
<b>CARGO</b>						
Landing Fees-Signatory	0	50,549	60,308	0	138,714	166,452
Landing Fees-Non Signatory	0	3,949	3,448	0	10,201	9,795
<b>TERMINAL</b>						
Loading Bridges	59,389	48,040	59,389	178,168	144,120	178,168
Space Rental	322,979	473,853	552,108	968,937	1,421,559	1,656,325
Non-Signatory Per Turn Fee	750	2,787	783	2,250	3,498	783
<b>TOTAL AIRLINE REVENUES</b>	<b>953,595</b>	<b>1,095,560</b>	<b>1,333,736</b>	<b>2,860,786</b>	<b>3,168,763</b>	<b>3,922,875</b>
<b>NON-AIRLINE REVENUES</b>						
<b>AIRFIELD</b>						
Tenant Maintenance	2,500	3,715	15,649	7,500	42,245	20,957
<b>Total Airfield</b>	<b>2,500</b>	<b>3,715</b>	<b>15,649</b>	<b>7,500</b>	<b>42,245</b>	<b>20,957</b>
<b>TERMINAL</b>						
Utility Reimbursement	2,000	2,581	3,759	6,000	7,573	9,377
Tenant Maintenance	1,713	0	550	5,140	0	2,180
Space Rent - Non Airline	73,160	69,634	18,851	219,479	209,267	57,161
Space Rent - Fixed Non Airline	0	0	47,130	0	0	141,389
Food & Beverage	83,125	94,900	108,797	249,375	234,937	296,424
Retail	73,625	113,153	86,734	220,875	171,600	217,150
Advertising	9,050	18,100	0	27,150	28,107	0
ATM	1,650	(1,112)	1,744	4,950	2,168	4,965
Operating Permits	18,300	8,155	38,663	54,900	37,555	90,110
Vending Machines	2,328	1,713	1,666	6,983	5,099	4,515
Baggage Cart Rentals	1,306	1,163	1,031	3,919	2,964	2,928
<b>Total Terminal</b>	<b>266,257</b>	<b>308,287</b>	<b>308,925</b>	<b>798,770</b>	<b>699,270</b>	<b>826,199</b>
<b>GROUND TRANSPORTATION</b>						
Parking	1,329,295	1,618,229	1,792,587	3,987,885	3,906,610	4,532,368
Rental Cars	427,500	303,810	273,430	1,282,500	792,659	998,179
Access Fees	17,136	18,725	40,202	51,407	57,960	71,201
TNCs	20,188	22,752	28,478	60,563	52,766	72,272
Garage Space Rent	8,376	8,445	6,911	25,129	25,336	20,733
Garage Kiosk Rent	0	0	1,800	0	0	5,400
<b>Total Ground Transportation</b>	<b>1,802,494</b>	<b>1,971,961</b>	<b>2,143,409</b>	<b>5,407,483</b>	<b>4,835,331</b>	<b>5,700,153</b>
<b>OTHER AIRPORT</b>						
Telephone System - Tenants	3,496	4,487	4,434	10,487	13,441	13,282
Building Rental	11,686	11,367	11,643	35,059	34,090	34,919
Control Tower Rental	67,983	55,481	64,595	203,950	166,444	193,786
Air Cargo Facility	43,750	40,695	44,080	131,250	119,718	130,135
State Executive Hangar	103,924	103,924	103,924	311,771	311,771	311,771
T Hangars	10,937	11,316	11,844	32,812	34,044	40,360
Tie Downs	241	248	252	723	745	756
AV Gas Fuel Sales	0	0	0	0	140	0
Industrial Park	44,617	45,119	47,478	133,850	142,799	127,742
Land Rental	36,640	52,322	40,656	109,920	143,466	124,986
Eclipse Hangar	25,141	25,141	26,157	75,424	75,424	78,471
Hangar Rental	82,332	46,275	48,954	246,996	138,824	146,863
Antenna Space Rental	0	0	6,827	0	0	20,481
Internet and Cable Access	775	275	275	2,325	1,325	1,325
Fingerprinting	2,083	4,561	3,628	6,250	8,430	7,591
Tenant Maintenance	167	0	0	500	0	0
Ebay/Scrap/Equipment Sales	417	854	272	1,250	1,265	917
Utility Reimbursement	13,750	25,919	32,934	41,250	72,865	81,256
Reimb of Property Taxes	2,113	0	0	6,339	14,339	26,819
Other	6,667	464	(464)	20,000	5,067	2,320
<b>Total Other Airport</b>	<b>456,718</b>	<b>428,447</b>	<b>447,491</b>	<b>1,370,155</b>	<b>1,284,197</b>	<b>1,343,782</b>
<b>TOTAL NON AIRLINE REVENUES</b>	<b>2,527,970</b>	<b>2,712,411</b>	<b>2,915,474</b>	<b>7,583,909</b>	<b>6,861,043</b>	<b>7,891,090</b>
<b>TOTAL REVENUES</b>	<b>\$ 3,481,565</b>	<b>\$ 3,807,971</b>	<b>\$ 4,249,210</b>	<b>\$ 10,444,695</b>	<b>\$ 10,029,806</b>	<b>\$ 11,813,966</b>

**Albany County Airport Authority**  
**FBO Results**  
**For the three months ended March 31, 2023**

	Current Month			Year to Date		
	2023 Budget	2022 Actual	2023 Actual	2023 Budget	2022 Actual	2023 Actual
<b>REVENUES</b>						
Retail Fuel						
Jet A Fuel Sales	\$ 505,000	\$ 510,790	\$ 474,300	\$ 1,515,000	\$ 1,378,892	\$ 1,385,033
AvGas Fuel Sales	21,233	27,336	21,166	63,700	63,551	59,493
Commercial AvGas Fuel Sales	1,750	2,588	0	5,250	5,211	2,460
Auto & Diesel Fuel Sales	19,583	27,322	25,939	58,750	97,973	92,205
Retail Fuel Sales	547,567	568,036	521,405	1,642,700	1,545,628	1,539,191
Into Plane Fees	45,000	60,300	63,255	135,000	159,130	177,305
Fuel Farm Fees	57,625	74,887	77,156	172,875	196,503	202,693
General Aviation Landing Fees	25,000	25,294	41,632	75,000	64,537	91,752
Aircraft Parking Fees	42,298	55,732	60,876	126,893	111,150	128,584
Deicing Services	180,254	210,014	526,555	540,762	945,437	1,867,067
FBO Properties	44,913	31,043	37,947	134,739	95,996	104,044
FBO Services	8,750	20,136	46,688	26,250	36,181	62,420
<b>TOTAL REVENUES</b>	<b>951,406</b>	<b>1,045,443</b>	<b>1,375,515</b>	<b>2,854,219</b>	<b>3,154,561</b>	<b>4,173,057</b>
<b>COST OF SALES</b>						
Fuel Costs - Jet A	274,167	219,010	214,162	822,500	638,685	757,078
Fuel Discounts - Jet A	33,333	17,933	14,182	100,000	68,454	39,988
Fuel Costs - SAF	0	0	0	0	0	0
Fuel Costs - AvGas	15,102	18,965	15,875	45,305	44,318	48,102
Fuel Discounts - AvGas	370	624	534	1,109	1,584	1,780
Fuel Costs - Commercial AvGas	1,250	2,000	1,046	3,750	4,108	3,073
Fuel Costs - Auto & Diesel	10,000	21,532	23,428	30,000	73,685	72,023
Total Fuel Costs	334,221	280,064	269,226	1,002,664	830,834	922,045
Deicing Costs - Type I & IV	153,998	134,503	331,444	461,994	642,231	1,195,522
Catering, Oil & Other	375	0	0	1,125	0	0
Total Cost of Sales	488,594	414,567	600,670	1,465,783	1,473,065	2,117,567
Net Operating	462,812	630,876	774,845	1,388,436	1,681,496	2,055,490
<b>CATEGORY</b>						
Personal Services						
Salaries	151,014	131,877	119,822	453,043	306,278	383,440
Overtime	17,116	15,483	24,463	51,349	41,059	64,843
Total Personal Services	168,131	147,361	144,284	504,392	347,337	448,283
Employee Benefits	59,282	44,945	37,166	177,846	121,595	134,922
Utilities & Communications	6,782	15,292	14,957	20,347	38,894	36,300
Purchased Services	51,764	36,210	22,253	155,292	108,114	112,611
Materials & Supplies						
Buildings	9,384	58,677	10,577	28,152	98,641	43,955
Grounds	3,167	688	0	9,500	688	1,055
Vehicles	39,058	46,719	43,822	117,173	113,926	94,960
Total Materials & Supplies	51,608	106,083	54,399	154,824	213,254	139,971
Administrative Expenses	13,497	39,539	40,634	40,492	97,299	94,977
Non-Capital Equipment	8,085	0	0	24,254	8,533	0
<b>TOTAL EXPENSES</b>	<b>359,149</b>	<b>389,429</b>	<b>313,692</b>	<b>1,077,448</b>	<b>935,027</b>	<b>967,063</b>
<b>FBO Net Direct Cost</b>	<b>\$ 103,663</b>	<b>\$ 241,447</b>	<b>\$ 461,153</b>	<b>\$ 310,988</b>	<b>\$ 746,469</b>	<b>\$ 1,088,427</b>



**Albany County Airport Authority**  
**Airport and FBO Operating Revenue**  
**YTD Budget vs. Actual High/Low by Category Report**

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For the 3 month period ending March 30/31, 2023

				Budget	Actual	Variance	Cumulative Variance
<b>Airport Operating Revenue</b>							
<b>Revenues</b>							
31	03013	Economy Parking		(712,500)	(298,282)	(414,218)	(414,218)
31	02051	Rental Car Concession		(1,282,500)	(998,179)	(284,321)	(698,539)
31	02020	Non-Airline Space Rental		(219,479)	(57,161)	(162,318)	(860,858)
31	01070	Hanger Rental NYS Executive Hang		(527,766)	(427,634)	(100,132)	(960,990)
31	01010	Landing Fees - Commercial/Signatc		(1,567,500)	(1,473,845)	(93,655)	(1,054,645)
31	02054	Advertising		(27,150)		(27,150)	(1,081,795)
31	09005	Miscellaneous Income		(20,000)	(2,320)	(17,680)	(1,099,475)
31	01011	Landing Fees - Commercial/Non-Sig		(15,690)		(15,690)	(1,115,165)
31	01021	Apron Parking Fees - Commercial		(218,778)	(208,082)	(10,697)	(1,125,861)
31	01055	Control Tower Rental		(203,950)	(193,786)	(10,165)	(1,136,026)
31	03020	Contract Taxi		(8,556)	(253)	(8,303)	(1,144,329)
31	03300	Industrial Park		(133,850)	(127,742)	(6,108)	(1,150,437)
31	03040	Garage Space Rent		(25,129)	(20,733)	(4,395)	(1,154,832)
31	02053	Retail Concession		(220,875)	(217,150)	(3,725)	(1,158,557)
31	02056	Vending Machine Concession		(6,983)	(4,515)	(2,467)	(1,161,024)
31	02030	Non Signatory Per Turn Fee		(2,250)	(783)	(1,467)	(1,162,491)
31	01065	NE Quad Cargo Facility		(131,250)	(130,135)	(1,115)	(1,163,606)
31	02063	Internet & Cable Access		(2,325)	(1,325)	(1,000)	(1,164,606)
31	02057	Baggage Cart Concession		(3,919)	(2,928)	(991)	(1,165,597)
31	09008	Ebay/Scrap/Equipment Sales		(1,250)	(917)	(333)	(1,165,929)
31	01060	Building Rental		(35,059)	(34,919)	(140)	(1,166,069)
31	02011	Rental of Boarding Bridges		(178,168)	(178,168)	0	(1,166,069)
31	02012	Baggage Claim Room		(418,280)	(418,280)	0	(1,166,069)
31	01071	Hangar Maintenance NYS Executiv		(31,000)	(31,000)	0	(1,166,069)
31	02115	Payphones - Concessions		0		0	(1,166,069)
31	03023	Off-Airport Rental Cars		0		0	(1,166,069)
31	03280	Fuel Sales - AV Gas		0		0	(1,166,069)
31	02064	ATM Income		(4,950)	(4,965)	15	(1,166,054)
31	03200	Tie Downs		(723)	(756)	34	(1,166,021)
31	02105	Telephone - Monthly Usage		0	(489)	489	(1,165,532)
31	09001	Fingerprinting		(6,250)	(7,591)	1,341	(1,164,191)
31	03021	Limousines		(2,351)	(3,850)	1,499	(1,162,692)
31	02100	Telephone - Monthly Service		(10,487)	(12,794)	2,307	(1,160,385)
31	01075	Eclipse Hangar Rental		(75,424)	(78,471)	3,047	(1,157,338)
31	02025	Utility Reimbursement		(6,000)	(9,377)	3,377	(1,153,960)
31	03100	T-Hangar Rentals		(32,812)	(40,360)	7,548	(1,146,412)
31	03500	Tenant Maintenance		(13,140)	(23,137)	9,997	(1,136,415)
31	03027	TNCs		(60,563)	(72,272)	11,710	(1,124,706)
31	03022	Hotels		(4,875)	(16,900)	12,025	(1,112,681)
31	03024	Off-Airport Parking Facilities		(35,625)	(50,198)	14,573	(1,098,108)
31	01050	Land Rental		(109,920)	(124,986)	15,065	(1,083,042)
31	03010	Short Term Parking		(277,875)	(294,269)	16,394	(1,066,648)
31	03410	Reimbursement of Property Taxes		(6,339)	(26,819)	20,480	(1,046,169)
31	02010	Airline Space Rental		(1,214,244)	(1,238,046)	23,802	(1,022,366)
31	02062	Operating Permits		(54,900)	(90,110)	35,210	(987,157)
31	03405	Utility Reimbursements		(41,250)	(81,256)	40,006	(947,150)
31	02052	Food & Beverage Concession		(249,375)	(296,424)	47,049	(900,101)
31	01035	Glycol Disposal Fee		(75,359)	(229,425)	154,066	(746,035)
31	01012	Airfield Revenue Sharing		165,896		165,896	(580,139)
31	03014	Employee Parking		(22,822)	(206,289)	183,467	(396,672)
31	02013	Terminal Revenue Sharing		663,586		663,586	266,914
31	03011	Long Term Parking		(2,974,688)	(3,733,465)	758,778	1,025,692
				<b>(10,444,695)</b>	<b>(11,470,387)</b>	<b>1,025,692</b>	

**Albany County Airport Authority**  
**Airport and FBO Operating Revenue**  
**YTD Budget vs. Actual High/Low by Category Report**

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For the 3 month period ending March 30/31, 2023

			<b>Budget</b>	<b>Actual</b>	<b>Variance</b>	<b>Cumulative Variance</b>
<b>FBO Operating Revenue</b>						
<b>Revenues</b>						
31	01510	Jet A Fuel Sales	(1,515,000)	(1,385,033)	(129,967)	(129,967)
31	01545	Properties	(134,739)	(104,044)	(30,695)	(160,662)
31	01511	AvGas Fuel Sales	(63,700)	(59,493)	(4,207)	(164,869)
31	01514	AvGas Fuel Sales-Commercial	(5,250)	(2,460)	(2,790)	(167,659)
31	01535	GA Parking Fees	(126,893)	(128,584)	1,691	(165,968)
31	01512	Auto Gas Fuel Sales	(21,250)	(26,499)	5,249	(160,720)
31	01530	GA Landing Fees	(75,000)	(91,752)	16,752	(143,968)
31	01513	Diesel Fuel Sales	(37,500)	(65,706)	28,206	(115,762)
31	01521	Fuel Farm Revenues	(172,875)	(202,693)	29,818	(85,943)
31	01550	Customer Services	(26,250)	(62,420)	36,170	(49,773)
31	01520	Into Plane Revenues	(135,000)	(177,305)	42,305	(7,468)
31	01543	Deicing Type IV - Consortium	(42,338)	(109,366)	67,029	59,561
31	01542	Deicing Type IV - Sprayed	(20,987)	(98,473)	77,486	137,047
31	01541	Deicing Type I - Consortium	(183,263)	(527,372)	344,110	481,157
31	01540	Deicing Type I - Sprayed	(294,175)	(1,131,855)	837,680	1,318,837
			<b>(2,854,219)</b>	<b>(4,173,057)</b>	<b>1,318,837</b>	

**Albany County Airport Authority**  
**Airport and FBO Operating Expenses**  
**YTD Budget vs. Actual High/Low by Category Report**

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For the 3 month period ending March 30/31, 2022

			Budget	Actual	Variance	Cumulative Variance
Airport Operating Expenses						
Salaries Expense						
34	12010	Overtime 1.5	160,140	208,357	(48,217)	(48,217)
34	12020	Overtime 2.0	10,233	26,497	(16,264)	(64,481)
34	13000	Temporary Help	625		625	(63,856)
34	11005	Part Time/Seasaonal Salaries	100,862	19,715	81,146	17,290
34	11000	Salaries	2,616,804	2,212,905	403,899	421,189
			2,888,664	2,467,475	421,189	
Other Employee Expenses						
35	26010	Disability Insurance	30,823	40,472	(9,648)	(9,648)
35	29000	NYS Retirement	80,327	89,131	(8,804)	(18,452)
35	29001	TBI Retirement	66,033	69,564	(3,531)	(21,984)
35	22300	Health Insurance - Vision	1,730	2,514	(784)	(22,768)
35	24010	Employee EAP Program	242	613	(371)	(23,138)
35	22105	Other Post Employment Benefits (O	43,649	43,649	0	(23,138)
35	23000	Health Insurance - AFLAC	1,625	1,521	104	(23,034)
35	24015	Smoking Cessation Class	300		300	(22,734)
35	25005	Uniform Purchases	9,779	7,087	2,692	(20,042)
35	26020	Unemployment Insurance	45,207	42,058	3,149	(16,893)
35	24000	Medical Exams/Abstracts	5,525	2,235	3,290	(13,603)
35	25000	Uniforms & Laundry	15,728	7,205	8,523	(5,081)
35	22000	Health Insurance	773,572	753,752	19,820	14,739
35	21000	Social Security	211,297	184,950	26,347	41,086
35	22200	Dental Insurance	38,672	10,735	27,937	69,024
35	26030	Workers Compensation	155,827	98,654	57,174	126,198
			1,480,337	1,354,139	126,198	
Utilities						
36	31000	Electric	439,562	751,398	(311,836)	(311,836)
36	33000	Natural Gas	60,842	119,409	(58,567)	(370,403)
36	35000	Water	17,388	55,435	(38,048)	(408,451)
36	34000	Sewer	22,875	38,429	(15,554)	(424,005)
36	36015	Telephones-Monthly Service	3,709	4,206	(497)	(424,502)
36	36017	Payphones Annual & Monthly Servi	0		0	(424,502)
36	36012	Telephone - Sheriff	1,025	1,014	11	(424,491)
36	36018	Payphones - Monthly Usage	38		38	(424,454)
36	36011	Telephone Charges-Long Distance	972	249	723	(423,731)
36	36016	Telephones-Monthly Usage	750	1	749	(422,981)
36	36060	Cable Television	1,840	703	1,137	(421,844)
36	36010	Telephone Charges-Local	4,339	2,773	1,566	(420,279)
36	36032	Internet Access	18,525	14,448	4,077	(416,202)
36	36030	Telephone-Cellular	17,640	6,954	10,686	(405,516)
36	36020	Telephone Repairs	14,884	2,332	12,552	(392,964)
			604,388	997,352	(392,964)	
Purchased Services						
37	44005	Perimeter Security	54,446	109,568	(55,122)	(55,122)
37	49040	Professional Management	106,250	118,750	(12,500)	(67,622)
37	49015	Consultant	12,000	21,844	(9,844)	(77,466)
37	44030	Employee Shuttle Service	3,125	12,500	(9,375)	(86,840)
37	45010	Refuse Removal Services	20,454	23,314	(2,861)	(89,701)
37	42093	Agency Fee	11,250	13,364	(2,114)	(91,814)
37	42020	Automotive Insurance	19,682	19,996	(314)	(92,128)
37	44010	Armored Car Service	1,089	1,193	(104)	(92,232)
37	42065	Crime Insurance	2,020	2,038	(18)	(92,250)
37	41020	Rates & Charges	0		0	(92,250)
37	44020	Parking Valet Service	0		0	(92,250)
37	49010	Architectural Services	0		0	(92,250)
37	42075	Violent and Malicious Acts	4,232	3,993	240	(92,010)
37	42095	Insurance Claims	3,875	3,585	290	(91,721)
37	42090	Fiduciary Liability	465	0	465	(91,256)
37	42070	Public Official Liability	11,311	10,763	549	(90,707)
37	42080	Cyber Liability Insurance	13,292	12,509	783	(89,924)
37	42060	Property Insurance	74,256	73,472	783	(89,141)
37	47000	Special Studies	11,250	10,000	1,250	(87,891)
37	42041	Environmental Liability	11,858	8,888	2,971	(84,920)
37	47010	GIS Services	6,000	2,684	3,316	(81,604)
37	46020	Passenger Info Booth	37,782	32,093	5,689	(75,915)

**Airport and FBO Operating Expenses**  
**YTD Budget vs. Actual High/Low by Category Report**

For the 3 month period ending March 30/31, 2022

			Budget	Actual	Variance	Cumulative Variance
Airport Operating Expenses						
Purchased Services						
37	49005	Appraisal	6,250		6,250	(69,665)
37	43000	Legal Services	12,500	4,977	7,523	(62,143)
37	46010	Public Relations	25,875	17,271	8,604	(53,539)
37	41010	Financial Services	50,000	40,435	9,565	(43,973)
37	46012	Artistic Exhibits	25,419	12,140	13,279	(30,695)
37	49070	Other Professional Services	25,000		25,000	(5,695)
37	45000	Janitorial Services	183,542	150,590	32,952	27,258
37	46015	Advertising	37,500		37,500	64,758
37	44000	Public Safety	722,635	679,337	43,298	108,056
37	49020	Engineering Services	61,250	1,589	59,661	167,717
37	49060	Code Enforcement	29,050	(35,211)	64,261	231,978
37	42010	Airport Liability Insurance	68,864	925	67,939	299,917
			1,652,522	1,352,605	299,917	
Material & Supplies						
38	53050	Snow Removal Services	94,500	176,199	(81,699)	(81,699)
38	54050	Snow Equipment Repair & Maintena	22,500	81,297	(58,797)	(140,495)
38	51019	Snow Removal Supplies	102,496	151,677	(49,180)	(189,676)
38	51053	Electric	25,000	65,607	(40,607)	(230,283)
38	53048	Snow Removal Supplies	15,250	51,387	(36,137)	(266,421)
38	54011	Diesel Fuel	40,000	71,039	(31,039)	(297,459)
38	54070	Vehicle Shop Tools & Supplies	11,250	26,468	(15,218)	(312,677)
38	53090	T-Hangar Maintenance	2,375	17,540	(15,165)	(327,842)
38	53010	Landscaping	32,125	46,577	(14,452)	(342,294)
38	54013	Vehicle/Equipment Tires	7,250	21,259	(14,009)	(356,302)
38	54010	Gasoline	20,000	31,100	(11,100)	(367,403)
38	51017	Airfield Shop Supplies	5,625	11,751	(6,126)	(373,529)
38	54012	Oil / Grease	5,875	11,454	(5,579)	(379,108)
38	52020	Baggage System	11,250	12,310	(1,060)	(380,167)
38	52031	Electrical Repairs & Supplies	63,812	64,841	(1,029)	(381,196)
38	51011	Airfield Lighting	25,000	25,694	(694)	(381,890)
38	54030	General Equipment Repair & Mainte	20,000	20,405	(405)	(382,295)
38	54022	Vehicle Communication Equipment	1,600	1,879	(279)	(382,574)
38	52059	Storage Space Rental	1,875	2,122	(247)	(382,822)
38	53085	Land Lease	3,859	3,859	0	(382,822)
38	54040	Heavy Equipment Maintenance	15,000	14,795	205	(382,617)
38	53020	Fencing	225		225	(382,392)
38	51057	System Maintenance & Repairs	50,000	49,747	253	(382,139)
38	52041	Fire Equipment Testing	1,231	907	324	(381,815)
38	54060	Mower Repair & Maintenance	3,500	3,089	411	(381,404)
38	52040	Fire Equipment Services	2,162	1,711	451	(380,953)
38	51055	Water District Charges	6,250	5,398	852	(380,101)
38	53078	Liquid Waste Disposal	900		900	(379,201)
38	51032	Hazardous Material Supplies	1,250	239	1,011	(378,190)
38	54045	ARFF Vehicle Repair & Maintenanc	4,500	3,244	1,256	(376,934)
38	52080	Sign Expense	1,625	225	1,400	(375,535)
38	53070	Hazardous Waste Management	1,400		1,400	(374,135)
38	51014	Pavement Repairs	1,500		1,500	(372,635)
38	52071	ID Tags	9,000	7,499	1,502	(371,133)
38	51052	Wastewater Conveyance	1,875		1,875	(369,258)
38	53041	Traffic Light Repairs	3,000	840	2,160	(367,098)
38	51010	Fencing	2,250	65	2,185	(364,913)
38	53060	Dump Fees - Landfill	2,995	635	2,360	(362,553)
38	52034	Roof	6,250	3,823	2,427	(360,127)
38	52036	Automatic Door Repairs & Supplies	3,000	458	2,542	(357,585)
38	51054	Sewer District Charges	7,875	5,000	2,875	(354,710)
38	51030	EMS Supplies	5,200	2,186	3,014	(351,695)
38	53040	Sign Expense	3,500	125	3,375	(348,320)
38	54015	CNG Fuel	5,750	2,336	3,414	(344,906)
38	52014	Key Access System	4,125	0	4,125	(340,781)
38	52037	Pest Control	16,613	11,647	4,967	(335,815)
38	53045	Catch Basin Maintenance	5,000		5,000	(330,815)
38	53051	NYS Police Hangar Maintenance	31,250	25,082	6,168	(324,647)
38	52032	Elevator Repairs & Supplies	29,000	22,457	6,543	(318,104)
38	53071	Wildlife Hazard Management	9,500	2,317	7,183	(310,921)
38	52010	Alarm & PA Systems	20,875	13,549	7,326	(303,595)

**Albany County Airport Authority**  
**Airport and FBO Operating Expenses**  
**YTD Budget vs. Actual High/Low by Category Report**

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For the 3 month period ending March 30/31, 2022

			Budget	Actual	Variance	Cumulative Variance
Airport Operating Expenses						
Material & Supplies						
38	53030	Pavement Repairs	25,000	16,951	8,049	(295,545)
38	51015	Apron Maintenance	14,750	5,219	9,531	(286,014)
38	51033	ARFF Foam	10,508		10,508	(275,506)
38	52050	US Customs	12,150	1,497	10,653	(264,853)
38	52090	Flight Information Displays	10,963	266	10,697	(254,156)
38	52013	CCTV Repair	15,000	4,113	10,887	(243,270)
38	51016	Runway Painting	11,250		11,250	(232,020)
38	54021	Vehicle Repair & Maintenance	21,000	5,837	15,163	(216,857)
38	51031	ARFF Supplies	22,390	6,845	15,545	(201,312)
38	52063	Window Washing	28,050	11,099	16,951	(184,361)
38	51020	Rubber Removal	20,000		20,000	(164,361)
38	52035	Plumbing Repairs & Supplies	41,000	19,433	21,567	(142,794)
38	52012	Card Access System	36,500	11,550	24,950	(117,843)
38	52033	HVAC	67,875	36,350	31,525	(86,319)
38	52062	Janitorial Supplies	64,906	30,652	34,254	(52,065)
38	52051	Control Tower Maintenance	139,000	49,000	90,000	37,936
38	52060	Building Maintenance	188,750	40,842	147,908	185,843
			1,497,335	1,311,492	185,843	
Office/Administration						
39	66000	Dues & Subscriptions	13,769	34,142	(20,373)	(20,373)
39	66061	EZ Pass Fees	30,000	41,972	(11,972)	(32,345)
39	66060	Credit Card Service Charges	137,500	143,479	(5,979)	(38,325)
39	66030	Advertising - Public Meetings	5,500	9,007	(3,507)	(41,832)
39	66062	Bank & Paying Agent Fees	1,750	4,000	(2,250)	(44,082)
39	66050	Property Taxes	9,500	11,089	(1,589)	(45,671)
39	55060	Office Supplies	7,591	8,283	(691)	(46,362)
39	55050	Reference Materials	425	970	(545)	(46,907)
39	55010	Office Equipment Rental	3,570	3,722	(152)	(47,059)
39	66011	Authority Board Travel & Education	125		125	(46,934)
39	66002	AAAE	163		163	(46,772)
39	55011	Copy Machine Use	250		250	(46,522)
39	55070	Payroll Services	10,625	10,350	275	(46,247)
39	55012	Office Equipment Service Agreemer	2,350	1,920	430	(45,817)
39	66012	Authority Management Travel & Edu	5,900	5,420	480	(45,337)
39	66020	Tuition Reimbursement	625		625	(44,712)
39	66040	Licenses & Permits	962		962	(43,750)
39	55040	Postage	2,250	1,157	1,093	(42,657)
39	66014	Outside Functions	1,250		1,250	(41,407)
39	66013	Function Refreshments	3,750	2,313	1,437	(39,969)
39	55031	Parking Ticket Stock	1,750		1,750	(38,219)
39	55030	Printed Forms / Letterhead	2,087	147	1,940	(36,279)
39	55032	Printing Outside Services	5,000	2,292	2,708	(33,571)
39	55016	Computer Equipment	56,777	48,609	8,167	(25,404)
39	55020	Office Furniture & Fixtures	9,162	969	8,194	(17,210)
39	55014	Computer Systems	16,525	1,532	14,993	(2,217)
39	66010	Training / Travel	36,322	12,332	23,990	21,773
39	55015	Hardware/Software Maint Support	150,308	124,323	25,985	47,758
			515,786	468,028	47,758	
Non-Capital Equipment						
41	83000	Equipment	190,875	147,410	43,465	43,465
			190,875	147,410	43,465	
			8,829,907	8,098,501	731,406	



**Albany County Airport Authority**  
**Airport and FBO Operating Expenses**  
**YTD Budget vs. Actual High/Low by Category Report**

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For the 3 month period ending March 30/31, 2022

	Budget	Actual	Variance	Cumulative Variance
<b>FBO Operating Expenses</b>				
<b>Cost of Good Sold (FBO)</b>				
32 51111 Deicing Type I - Constortium	183,263	557,379	(374,116)	(374,116)
32 51110 Deicing Type I - Sprayed	220,730	443,576	(222,846)	(596,963)
32 51112 Deicing Type IV - Sprayed	15,665	84,894	(69,230)	(666,192)
32 51113 Deicing Type IV - Consortium	42,338	109,673	(67,335)	(733,527)
32 51105 Fuel Costs - Auto Gas	0	22,872	(22,872)	(756,400)
32 51107 Fuel Costs - Diesel	30,000	49,151	(19,151)	(775,550)
32 51103 Fuel Costs - AvGas	45,305	48,102	(2,797)	(778,348)
32 51104 AvGas Discounts	1,109	1,780	(671)	(779,019)
32 51126 TKS	500		500	(778,519)
32 51125 Oil	625		625	(777,894)
32 51108 Fuel Costs-AvGas Commercial	3,750	3,073	677	(777,217)
32 51102 Jet A Discounts	100,000	39,988	60,012	(717,206)
32 51101 Fuel Costs - Jet A	822,500	757,078	65,422	(651,784)
	1,465,783	2,117,567	(651,784)	
<b>Salaries Expense</b>				
34 12010 Overtime 1.5	51,349	64,843	(13,494)	(13,494)
34 11000 Salaries	453,043	383,440	69,603	56,109
	504,392	448,283	56,109	
<b>Other Employee Expenses</b>				
35 25005 Uniform Purchases	2,875	9,269	(6,394)	(6,394)
35 26020 Unemployment Insurance	7,192	8,688	(1,496)	(7,890)
35 26010 NYS Disability	1,055	928	126	(7,764)
35 29001 Retirement	4,190	3,869	320	(7,443)
35 24000 Medical Exams	375		375	(7,068)
35 22200 Dental Insurance	494		494	(6,575)
35 25000 Uniforms & Laundry	1,663	783	880	(5,695)
35 21000 Social Security	38,272	33,807	4,465	(1,230)
35 22000 Health	121,733	77,578	44,154	42,924
	177,846	134,922	42,924	
<b>Utilities</b>				
36 33000 Natural Gas	6,700	14,959	(8,259)	(8,259)
36 31000 Electric	10,575	16,604	(6,029)	(14,288)
36 35000 Water	500	1,824	(1,324)	(15,612)
36 36035 Radio Communications	101	426	(325)	(15,936)
36 36033 Wireless	714	856	(142)	(16,078)
36 36011 Telephone Charges-Long Distance	49		49	(16,029)
36 36010 Telephone Charges-Local	55		55	(15,974)
36 36060 Cable Television	1,652		1,652	(14,322)
	20,347	34,669	(14,322)	
<b>Purchased Services</b>				
37 45010 Refuse Removal Services	662	909	(247)	(247)
37 46010 Public Relations	10,500	10,500	0	(247)
37 42041 Environmental Liability	11,858	11,431	427	180
37 42095 Insurance Claims	5,000		5,000	5,180
37 49040 Professional Management	66,350	57,650	8,700	13,880
37 42060 Property Insurance	15,750	5,786	9,964	23,844
37 42010 Airport Liability	45,171	0	45,171	69,015
	155,292	86,277	69,015	
<b>Material &amp; Supplies</b>				
38 54011 Diesel Fuel	17,500	25,503	(8,003)	(8,003)
38 54040 Heavy Equipment Maintenance	30,375	38,107	(7,732)	(15,735)
38 52031 Electrical Repairs & Supplies	2,925	9,037	(6,112)	(21,847)
38 52060 Building Maintenance	10,210	16,234	(6,024)	(27,871)
38 52033 HVAC	6,750	9,085	(2,335)	(30,206)
38 52035 Plumbing Repairs & Supplies	1,375	3,191	(1,816)	(32,022)
38 52062 Janitorial Supplies	2,250	2,757	(507)	(32,529)
38 52032 Elevator Repairs & Supplies	875	1,297	(422)	(32,950)
38 52034 Roof	875	847	28	(32,922)
38 54022 Vehicle Communications Equipmen	250		250	(32,672)
38 52036 Automatic Door Repairs & Supplies	500		500	(32,172)
38 52063 Window Washing	517		517	(31,656)
38 54021 Vehicle Repair & Maintenance	625		625	(31,031)
38 54070 Vehicle Shop Tools & Supplies	625		625	(30,406)
38 54013 Vehicle/Equipment Tires	3,250	2,341	909	(29,496)

**Albany County Airport Authority**  
**Airport and FBO Operating Expenses**  
**YTD Budget vs. Actual High/Low by Category Report**

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For the 3 month period ending March 30/31, 2022

			Budget	Actual	Variance	Cumulative Variance
FBO Operating Expenses						
Material & Supplies						
38	54010	Gasoline	3,000	2,058	942	(28,555)
38	52010	Alarm & PA Systems	1,875	200	1,675	(26,880)
38	54031	Quality Control Equipment	1,750		1,750	(25,130)
38	54030	General Equipment Repair/Maint	18,854	12,334	6,520	(18,610)
38	53078	Liquid Waste Disposal	9,500	775	8,725	(9,885)
38	54075	Fuel Truck Lease	40,944	14,244	26,700	16,815
			154,824	138,009	16,815	
Office/Administration						
39	66060	Credit Card Service Charges	16,000	52,880	(36,880)	(36,880)
39	66000	Dues & Subscriptions	4,675	15,690	(11,015)	(47,895)
39	66015	Incentives	7,500	12,547	(5,047)	(52,942)
39	66010	Training/Travel	1,125	4,039	(2,914)	(55,856)
39	55070	Payroll Services	4,750	5,814	(1,064)	(56,920)
39	55030	Printed Forms/Letterhead	50	311	(261)	(57,181)
39	55010	Office Equipment Rental	350	436	(86)	(57,267)
39	55012	Office Equipment Service Agreemer	125	156	(31)	(57,299)
39	55032	Printing Outside Services	75		75	(57,224)
39	55014	Computer Systems	250		250	(56,974)
39	55060	Office Supplies	1,250	715	535	(56,438)
39	55015	Hardware/Software Maint Agreemer	3,317	2,326	991	(55,447)
39	55016	Computer Equipment	1,025		1,025	(54,422)
			40,492	94,914	(54,422)	
Non-Capital Equipment						
41	83000	Equipment	24,254		24,254	24,254
			24,254		24,254	
			2,543,231	3,054,641	(511,409)	

## Notes to Financial Statements

### 1. Accounting Basis

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

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

### 2. Cash Reserves

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

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

Months Operating Reserves Unrestricted  
\$28,671,104/\$3,824,379 ~ 7.49 months

Months Operating and Renewal Reserves  
\$8,223,291/\$3,824,379 ~ 2.15 months

	Unrest.	Restr	Total
Aug20	4.85	2.0	6.85
Sep20	5.37	2.0	7.37
Oct20	5.31	2.0	7.31
Nov20	5.14	2.0	7.14
Dec20	5.63	2.0	7.63
Jan21	5.30	2.0	7.30
Feb21	5.22	2.0	7.22
Mar21	5.26	2.0	7.26
Apr21	4.63	2.1	6.73
May21	5.23	2.1	7.33
Jun21	5.50	2.1	7.71
Jul21	5.98	2.1	8.08
Aug21	5.99	2.1	8.09
Sep21	6.22	2.1	8.32
Oct21	6.11	2.1	8.21
Nov21	6.19	2.1	8.29
Dec21	6.09	2.1	8.19
Jan22	6.51	2.0	8.51
Feb	6.51	2.0	8.51
Mar	6.72	2.0	8.72
Apr	6.88	2.0	8.88
May	6.95	2.0	8.95
Jun	6.93	2.0	8.93
Jul	7.26	2.0	9.26
Aug	7.65	2.0	9.65
Sep	8.03	2.0	10.03
Oct	8.26	2.0	10.26
Nov	8.23	2.0	10.23
Dec	7.94	2.0	9.94
Jan23	6.85	2.1	8.95
Feb23	7.19	2.1	9.29
Mar23	7.49	2.1	9.59

### 3. Accounts Receivable

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

$$\$58,287,414 / 365 = \$159,691$$

$$\$433,456 / \$159,691 = 2.71$$

Jun21	4.98
Jul21	5.70
Aug21	14.74
Sep21	12.92
Oct21	19.20
Nov21	17.06
Dec21	17.14
Jan22	14.98
Feb	12.53
Mar	7.80
Apr	11.80
May	17.96
Jun	4.60
Jul	7.26
Aug	8.34
Sep	2.86
Oct	6.40
Nov	8.23
Dec	3.23
Jan23	6.96
Feb	4.99
Mar	2.71

### 4. Capital Assets

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

	Collected
Land	\$ 48,201,829
Buildings	247,884,827
Equipment	20,162,269
Improvements	<u>281,299,716</u>
	597,548,641
Accumulated Depreciation	<u>(339,687,644)</u>
	257,860,997
Construction In Progress	<u>11,309,521</u>
	<b>\$269,170,518</b>

### 5. COVID Relief Funding

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

	Awarded	Collected
AIP143-CARES	\$15,277,876	\$15,277,876 C
AIP144-CHRSSA <sup>3</sup>	5,093,917	540,709
AIP145-CHRSSA <sup>2</sup>	320,510	320,510 C
AIP148-ARPA	12,113,224	-
AIP149-Con Relief	1,282,039	-
Jobs Act of 21 <sup>1</sup>	<u>28,551,945</u>	-
	<b>\$62,639,511</b>	<b>\$15,277,876</b>

<sup>1</sup> Aka Bipartisan Infrastructure Law, 2022 appropriation \$5,568,244, award pending.

<sup>2</sup> Closed, March 2022

<sup>3</sup> Must collect by March 19, 2025



**Albany International Airport**  
**For the three months ended March 31, 2023**

	Budget	Current Month		Year to Date			12 Month Running	
		2022	2023	Budget	2022	2023	2022	2023
<b>Statistics</b>								
<b>Enplanements</b>	116,667	107,454	108,087	350,000	263,494	299,280	1,133,726	1,326,315
	-7.4%		0.6%			13.6%		17.0%
<b>Operations</b>								
<b>Passenger</b>	2,187	2,440	2,497	6,560	6,350	7,067	26,022	29,831
<b>Cargo</b>	251	290	250	754	766	702	3,446	3,282
<b>Charter, Corporate &amp; Diversions</b>	312	300	394	936	799	952	3,525	4,306
<b>General Aviation</b>	1,250	957	1,039	3,750	2,588	2,678	14,025	14,611
<b>Military</b>	292	325	201	875.00	818	429	3,267	2,203
<b>Total Operations</b>	4,292	4,312	4,381	12,875	11,321	11,828	50,285	54,233
	2.1%		1.6%			4.5%		7.9%
<b>Landed Weight (1,000)</b>	111,250	118,021	125,718	333,750	310,558	352,575	1,236,744	1,491,479
	13.0%		6.5%			13.5%		20.6%
<b>Cargo/Mail &amp; Express</b>	1,838	1,795	1,758	5,513	4,865	4,565	22,614	20,783
	-4.3%		-2.0%			-6.2%		-8.1%
<b>Jet A Gallons</b>	116,667	106,673	111,179	350,000	288,884	272,559	1,339,020	1,242,697
	-4.7%		4.2%			-5.7%		-7.2%
<b>AvGas Gallons</b>	4,417	4,285	3,313	13,250	10,445	9,690	52,420	67,494
	-25.0%		-22.7%			-7.2%		28.8%
<b>Deicing Consortium</b>	6,250	6,912	9,427	18,750.00	37,468	42,076	55,771	63,315
<b>Deicing sprayed/retail</b>	7,092	8,943	17,956	21,275.00	35,262	60,809	54,903	90,333
<b>Parking Revenue</b>	\$ 1,329,295	\$ 1,618,229		\$ 3,987,885	\$ 3,906,610		\$ 11,979,136	
Revenue per enplanement	\$ 11.39	\$ 15.06	\$ -	\$ 11.39	\$ 14.83	\$ -	\$ 10.57	\$ -
Transactions		47,010	50,941		111,169	130,833	467,393	550,389
Average transaction		\$ 34.42	\$ -		\$ 35.14	\$ -	\$ 25.63	\$ -
<b>Concession Sales</b>								
Rental Cars		\$ 3,228,951			\$ 8,117,428		\$ 53,103,194	
Revenue per enplanement		\$ 30.05	\$ -		\$ 30.81	\$ -	\$ 46.84	\$ -
Food and Beverage		\$ 777,917			\$ 1,853,025		\$ 6,821,476	
Revenue per enplanement		\$ 7.24	\$ -		\$ 7.03	\$ -	\$ 6.02	\$ -
Retail		\$ 334,500			\$ 801,036		\$ 3,760,946	
Revenue per enplanement		\$ 3.11	\$ -		\$ 3.04	\$ -	\$ 3.32	\$ -

**SCHEDULED AIRLINE PASSENGER SERVICE**

Monthly Scheduled Flights are as follows:

	Airlines	Non-Stop Destination Airports	Non-Stop Destination Cities <sup>(1)</sup>	Scheduled Flights	Average Flights per Day	Monthly Seats Available	Monthly Landed Weight (lbs.)	Enplane.	Projected Load Factor
Jan2020	7	17	13	1,391	44.9	141,803	147,829,062	114,119	80.5%
Jan2021	7	15	11	622	20.6	56,129	58,693,922	25,665	45.7
Jan2022	7	18	13	1,066	34.4	111,340	107,337,992	74,020	66.5
Apr22	7	19	13	1,275	42.5	130,529	125,318,092	113,430	86.9
May22	7	21	15	1,282	41.4	133,592	129,745,040	109,543	82.0
Jun22	7	22	15	1,274	42.5	139,005	131,608,948	113,139	81.4
Jul22	7	22	15	1,394	45.0	154,418	148,924,672	131,337	85.0
Aug22	7	20	14	1,372	44.3	152,326	150,210,904	132,892	87.2
Sep22	7	20	14	1,208	40.3	132,256	123,038,424	110,210	83.3
Oct22	7	20	14	1,218	39.4	131,673	122,245,126	119,918	91.1
Nov22	6	21	15	1,145	38.2	120,716	116,088,296	102,991	85.3
Dec22	6	21	15	1,165	37.6	124,744	122,715,142	93,607	75.0
Jan23	6	19	13	1,140	36.8	120,608	116,740,592	93,882	77.8
Feb23	6	20	14	1,141	36.8	120,072	116,999,582	97,311	81.0
Mar23	6	20	14	1,321	42.6	140,331	136,110,262	108,087	77.0
Apr23	6	19	13	1,303	43.4	139,097	132,131,600	112,668	81.0E
May23	6	18	12	1,293	41.7	137,445	129,031,742	119,320	86.8E

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

Weekly schedule flight changes are as follows:

			Year-To-Date (net)								
			Week		Week		Week		Week		
			#17-2023	+	(-) #21-2023		#04-2023	+	(-) #21-2023		#22-2022
1	ATL	Atlanta, GA	20	-	-	20	20	1	(1)	20	21
2	BDL	Hartford, CT	-	-	-	-	-	-	-	-	-
3	BWI	Baltimore, MD	33	-	(2)	31	26	8	(3)	31	27
4	MDW	Chicago-Midway	12	-	-	12	12	-	-	12	13
5	ORD	Chicago-O’Hare	35	4	-	39	25	14	-	39	41
6	CLT	Charlotte, NC	20	-	(1)	19	20	1	(2)	19	21
7	DEN	Denver, CO	-	-	-	-	-	-	-	-	-
8	DTW	Detroit, MI	25	2	-	27	28	3	(4)	27	26
9	FLL	Fort Lauderdale, FL	7	-	(3)	4	6	3	(5)	4	7
10	RSW	Fort Myers, FL	-	-	-	-	-	-	-	-	-
11	MIA	Miami, FL	-	-	-	-	1	-	(1)	-	-
12	MSP	Minneapolis, MN	-	-	-	-	-	-	-	-	-
13	MYR	Myrtle Beach, SC	2	-	-	2	-	2	-	2	1
14	BNA	Nashville, TN	2	-	-	2	3	-	(1)	2	2
15	EWR	Newark, NJ	20	-	(6)	14	14	6	(6)	14	13
16	LGA	New York, LaGuardia	24	-	-	24	24	-	-	24	18
17	MCO	Orlando, FL	20	-	(2)	18	15	7	(4)	18	18
18	SFB	Orlando/Sanford, FL	2	-	(2)	-	2	2	(4)	-	2
19	PHL	Philadelphia, PA	21	-	-	21	20	1	-	21	25
20	RDU	Raleigh-Durham, NC	-	-	-	-	-	-	-	-	2
21	PGD	Tampa/Punta Gorda, FL	2	-	-	2	2	5	(5)	2	2
22	TPA	Tampa, FL	7	-	-	7	2	7	(2)	7	1
23	PIE	Tampa/St. Pete, FL	2	-	-	2	2	2	(2)	2	2
24	DCA	Washington DC-Reagan	25	-	-	25	26	-	(1)	25	25
25	IAD	Washington DC-Dulles	21	-	-	21	21	-	-	21	21
			300	6	(16)	290	269	62	(41)	290	288

## March 2023 Monthly Financial Report

## **AGENDA ITEM NO. 5**

### **Project Development**



## **PROJECT STATUS REPORT**

**May 8, 2023**

### **I. AIRSIDE IMPROVEMENTS**

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

Fennick McCredie Architecture will be the project designers. Fennick McCredie has done a site walk through and has begun the design. FM presented design concepts to ACAA and they scheduled geotechnical work for the apron and additional jetbridges design. FM had a drilling crew on the airfield around A Concourse, in preparation for the additional jetbridge 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 completed the design for the repair and replacement of the pavement. Passero has been working with ACAA to get the project advertised and bid. Airport Operations, Passero, ACAA are working with UPS to relocate their operation during construction. The construction bid will be an action item for later in this Board meeting.

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

C & S Engineering were retained to do an evaluation of the perimeter security fence access gates. They prepared a comprehensive report, which outlined the need for repair or replacement of motorized and swing gates. C & S was then directed to prepare a set of bid documents using the information from their report. This project will be advertised for bid in mid-May.

**D) 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. will re-mobilize in mid-May to get the centerline lights replaced. Taxiway C will be shutdown for 5 days to allow for milling and paving work to be completed. Callanan will complete striping, grooving and site restoration in accordance with the FAA funding by August.

**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 mid-May 2023 when materials are more readily available. Sage Engineering worked with ACAA to complete the design for the HVAC system upgrade, which was bid as two project (Mechanical & Electrical) as multiple projects (1013 HVAC-M & 1013 HVAC-E) which will be action items for this Board Meeting.

**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 was completed and the contractor tied into the existing Terminal systems as required by NYS Code. Removal of the old system is currently scheduled to be completed by the end of May, 2023.

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

CHA and their design team have been working to prepare design drawings for all 5 bid packages. Two of the bid packages have been advertised for. ACAA has been coordinating with CHA's design team to advance the design of the project to meet the time. Bid package #1 Elevators and Escalators will be action item on this Board meeting.

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

The escalators in B concourse have been nonoperational since the ground boarding gates were taken out of service. The escalators to the Baggage Claim area were going to be replaced under this contract, but since those are getting removed as part of the Terminal Pre-TSA expansion, the project was put on hold and the new equipment was stored. Since lower B Concourse is going to have several passenger amenities and the equipment had already been purchased, the contractor has been reengaged to complete this contract replacing the two escalators in B-Concourse. Since there are some changes of conditions and labor rate escalations over 2 years, there will be a Change Order #1 for Wainschaf Associates as an action item for this Board meeting.

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

As part of the TSA's efforts to streamline their operations, the TSA is offering grants for the design of a new In-Line Checked Baggage Inspection System to replace the current individual airline baggage inspections. ACAA advertised an RFQ for the design services and a selection committee reviewed and selected VTC to be the design firm. The Board approved the contract award to VTC (pending TSA funding) and their scope and fee proposal was submitted to the TSA for approval for funding. TSA is currently reviewing the submittal.

## **AGENDA ITEM NO. 6**

**Counsel**

## **AGENDA ITEM NO. 7**

### **Concessions/Ambassador Program**





Monday, May 8, 2023

## Concessions & Ambassador Program Report

Minority Percentages in the Concessions' Workforce

Date	min/total	HMSHost	OHM	Paradies	Dunkin
April 2022	66/106=62%	20/43=47%	35/39=80%	7/16=44%	4/8=50%
May 2022	64/109=59%	15/38=40%	36/43=84%	9/21=43%	4/7=57%
June 2022	62/109=57%	17/42=40%	35/42=83%	7/19=39%	3/6=50%
July 2022	63/109=58%	17/41=41%	35/42=83%	7/18=38%	4/8=50%
August 2022	70/115=61%	19/41=46%	38/46= 82%	9/21=43%	4/7=57%
September 2022	65/112=58%	19/43=44%	28/40=70%	14/22=63%	4/7=57%
October 2022	68/120=56%	28/55=50%	21/33=63%	14/24=58%	5/8=62%
November 2022	74/127=58%	28/55=50%	32/42=76%	9/22=40%	5/8=62%
December 2022	70/132=53%	23/55=42%	35/48=73%	8/22=36%	4/7=57%
January 2023	64/130=49%	23/53=43%	31/47=66%	7/24=29%	3/6=50%
February 2023	61/121=50%	17/39=43%	33/53=63%	8/23=34%	3/6=50%
March 2023	65/116=56%	18/41=44%	36/47=77%	8/22=36%	3/6=50%
April 2023	76/128=59%	21/44=48%	45/58=78%	7/20=35%	3/6=50%

Starbucks remodel is underway with an opening expected in the first week of June.

## Ambassador Program 2023 Totals

### Tours

YTD

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
0	0	0	4	3								7

### Canines

3654	4009	456	4960									17,192
------	------	-----	------	--	--	--	--	--	--	--	--	--------

### Ambassador Hours

774	745	792	1011									3322
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### Guests Served

4417	5677	7843	6134									24,071
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### Ambassador Shifts

258	226	267	229									980
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### Business Center

134	126	166	156									582
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## **AGENDA ITEM NO. 8**

### **Public Affairs**



## Public Affairs Report May 2023

### **Paul Vandenburg**

WGDJ radio talk show host Paul Vandenburg broadcast live from the terminal on April 13. Airport CEO Phil Calderone was a guest on the program and brought listeners up-to-date on Airport expansion plans, airline and passenger activity.



### **Patriot Flight**

The Albany Patriot Flight organization sponsored a flight to the Washington War Memorials on April 21. The Southwest flight departed Albany at 5:15 am. The usual Airport send-off ceremony in baggage claim was shortened considerably. Representatives of the TSA assisted the veterans make their way through the security checkpoint.



### **Honor Flight**

The Montgomery County based Leatherstocking Honor Flight sponsored a Southwest Airlines flight to Washington D.C. on April 29. The departure ceremony at the Airport took place on Saturday afternoon. ARFF provided a water cannon salute upon departure. The group remained in Washington overnight.



### **Fear of Flying**

Public Affairs is preparing to resume our popular Fear of Flying Program. The program will consist of a 2-hour evening session lead by a specialist in anxiety disorders and retired Southwest Airlines pilot.





## **Media**

The TSA and the Airport Authority will hold a joint news conference on May 25. The purpose will be to announce both agencies' plans for summer travel.



## **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 Amendment: Lease Amendment No. 8 to  
Contract No. L-637 with Prescott Holdings, Inc.**

AGENDA ITEM NO: 10.1  
MEETING DATE: May 8, 2023

**ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION**

**DEPARTMENT:** *Administration/Finance Department*

**Contact Person:** *Christine C. Quinn, Authority Counsel  
Ray Casey, Sr. Project Consultant*

**PURPOSE OF REQUEST:**

**Lease Amendment:** *Lease Amendment No. 8 to Contract No. L-637 with Prescott Holdings, Inc.*

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes ✓ No     NA    

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

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

**JUSTIFICATION:**

*The proposed Lease Amendment No. 8 to Contract Lease No. L-637 builds upon the most recent Lease Amendment (No. 7 dated December 2021). Combined these two amendments will result in the total upgrade of Building No. 203 leased to Prescott Holdings, Inc. The need for the additional Lease Amendment is caused by scope revisions (i.e. add full sprinkler system and resultant connection to Latham Water District's main supply line, replacement of windows) not anticipated when the previous amendment was proposed, as well as labor and material cost increases caused by the pandemic and resultant supply chain complications.*

*The total project cost is projected at at least \$990,000, of which the ACAA will reimburse Prescott Holdings \$550,000 and Prescott Holdings will contribute \$440,000. The capital improvements will all permanently benefit the ACAA, and similar to past projects in this building and the adjacent building (202), this tenant's improvements far exceed standards for lease spaces at the airport and result in significant enhanced value to the ACAA holdings.*

*All project work completed under proposed Lease Amendment No. 8 reference the Capital Improvement Provisions of the previous Lease Amendment and will include requirements for adherence to the payment of prevailing wages.*

*Note that the current lease with Prescott Holdings runs to December 31, 2026 and include a "right to renew" for two additional five year options.*



AGENDA ITEM NO: 10.1  
MEETING DATE: May 8, 2023

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

1) *Draft Lease Amendment No. 8*

**LEASE AMENDMENT NO. 8**

**Lease Agreement Between**

**ALBANY COUNTY AIRPORT AUTHORITY  
AND**

**PRESCOTT HOLDINGS, INC.**

**AT THE ALBANY INTERNATIONAL AIRPORT**

**Contract No. – L-637**

**THIS LEASE AMENDMENT** is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the “Authority”), and **PRESCOTT HOLDINGS, INC. (formerly known as INTEGRA OPTICS, INC.)**, (the “Tenant”). David Prescott, as principal of Tenant, is making a certain limited guaranty as set forth below.

**WHEREAS**, the Authority and Tenant have entered into a Lease Agreement known as Contract No. – L-637 for the lease of space at Building 203 at the Albany International Airport and amended such Lease Agreement by Lease Amendment No. 1 effective the first day of May, 2009, Lease Amendment No. 2 effective the seventh day of December, 2009, Lease Amendment No. 3 effective the 12<sup>th</sup> day of July 2010, Lease Amendment No. 4 effective June 30, 2011, and Lease Amendment No. 5 (which among other things, added Building No. 202 to the Assigned Area) effective July 1, 2014, Lease Amendment No. 6 effective January 1, 2017, and Lease Amendment No. 7 effective December 8, 2021.

**WHEREAS**, the Authority and the Tenant are desirous of revising the Lease Agreement;

**WHEREAS**, the Board of the Authority approved the terms of this Lease Amendment No. 8 at its meeting held May 8, 2023.

**NOW THEREFORE**, be it resolved by the parties that:

1. This Lease (L-637) was last awarded in November 2021 (Amendment No. 7) that authorized for Tenant to undertake and complete in excess of \$500,000 worth of agreed upon construction improvements (“Capital Investments”) to Building No. 203 in accordance with the Authority Tenant and Design Handbook. Upon completion of those improvements, the Authority agreed to reimburse the Tenant the amount of \$300,000.
2. Subsequent to the execution of Amendment No. 7, the COVID Pandemic caused a significant delay in the project’s schedule and cost increases after initial demolition was initiated resulting in virtual stoppage of progress and related loss of the usage of the space by the Tenant. Additionally, the Authority decided that the building should have a sprinkler system installed while this major interior renovation progressed and determined to add this work to the project scope to ensure no further disruption of the building if the sprinkler work and necessary water source connection were to be accomplished at a later date.
3. Estimated scope enhancements including the sprinkler system and necessary separate new water supply connection to the Latham Water District’s main supply line, replacement of exterior windows with commercial grade products and additional cost escalation for both labor

and building material and supply chain complications resulted in a revised total project budget of Nine Hundred Ninety Thousand Dollars (\$990,000). While Lease Amendment No. 7 projected a total project budget of at least \$500,000, Prescott Holdings, this Lease Amendment No. 8 increases the Authority's contribution by \$250,000. This amount is comprised of \$190,000 as the cost of the building sprinkler system and attendant water supply connections and \$60,000 partial abatement reimbursement for the two year period after construction demolition in the buildings two floors of administrative space began in 2021, that rendered this lease space unusable over a two year period.

4. All Capital Improvement Provisions of preceding Lease Amendment No. 7 will remain in force for the expanded scope and increased costs recognized in Lease Amendment No. 8. Completion date of all work covered by both Lease Amendments must be no later than December 31, 2023.

5. All capitalized terms from Lease Amendment No. 7 and Lease Amendment No. 8 shall have the meanings set forth in these Lease Amendments including the requirement for all contract work to be completed with prevailing rates. The balance of the terms as amended shall remain in full force and effect until the final completion of the Amendments' scope of work.

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

**ALBANY COUNTY AIRPORT AUTHORITY**

\_\_\_\_\_  
Samuel A. Fresina, Chair

Or

Philip F. Calderone, Esq., Chief Executive Officer

**PRESCOTT HOLDINGS, INC.**

\_\_\_\_\_  
By: David Prescott

Title:

**DAVID PRESCOTT**, Individually, as to Limited  
Guaranty set forth in Paragraph 5.

\_\_\_\_\_

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; 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 May 8, 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 May 8, 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 David Prescott 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 **PRESCOTT HOLDINGS, INC.**, 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                                 )

Before me personally appeared David Prescott, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purpose therein expressed.

**WITNESS** my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

---

Notary Public

## **AGENDA ITEM NO. 10.2**

**Services Agreement:  
Services Agreement No. SC-22-1133  
Parking Equipment Maintenance**

**Access Technology Integration  
461 Main Avenue  
P.O. Box 233  
Wynantskill, New York 12198**

AGENDA ITEM NO: 10.2  
MEETING DATE: May 8, 2023

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:**      *Finance*

Contact Person:    *Michael Zonsius, Chief Financial Officer*  
                             *Margaret Herrmann, Chief Accountant*

**PURPOSE OF REQUEST:**

Services Agreement: *Services Agreement No. SC-22-1133- Parking Equipment Maintenance*

*Access Technology Integration*  
*461 Main Avenue*  
*P.O. Box 233*  
*Wynantskill, New York 12198*

**CONTRACT AMOUNT:**    *\$133,423.70*

**BUDGET INFORMATION:**

Anticipated in Current Budget:    Yes ✓    No        NA    

Account Nos. *55015-30-0000 and 54030-30-0000*

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

Federal                          State                                         Airport   100%                        NA    

**JUSTIFICATION:**

*Request is made to approve this Services Agreement to provide the necessary maintenance and service for the parking systems. This is a sole source procurement as ATI is the vendor who installed the equipment.*

*Review and approval of the Services Agreement for a comprehensive maintenance and service plan with Access Technology Integration, Inc. (ATI). ATI supplied the Parking Access Revenue Control System (PARCS) along with camera based parking guidance and count systems for both of the parking garages.*

*This contract covers:*

- *Twice a year preventative maintenance program of all the PARCS equipment such as ticket spitters, gate control, and exit pay stations as well as the pay stations in the terminal and garages.*

AGENDA ITEM NO: 10.2  
MEETING DATE: May 8, 2023

- *ATI support services for the PARCS equipment on an as needed basis.*
- *Twice a year preventative maintenance program for the Park Assist Hardware which includes camera and sensors, monument signs, wiring and the Find Your Car (FYC) kiosks.*
- *Park Assist support services for the garage cameras and sensors.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**BACK-UP MATERIAL:** *Services Agreement No. SC-22-1133*



**SERVICES AGREEMENT  
BETWEEN THE  
  
ALBANY COUNTY AIRPORT AUTHORITY  
AND  
ACCESS TECHNOLOGY INTEGRATION, INC.  
  
FOR THE  
PARKING EQUIPMENT MAINTENANCE  
AT THE ALBANY INTERNATIONAL AIRPORT  
  
CONTRACT NO. SC-22-1133**

THIS AGREEMENT 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, 3<sup>rd</sup> Floor, Albany, NY, 12211 and Access Technology Integration, (the "Consultant"), a New York Corporation having its office and principal place of business at 461 Main Avenue, P.O. Box 233, Wynantskill, New York 12198.

**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 14, 2022, for the project entitled Parking Equipment Maintenance.
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 May 8, 2023.

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 work being particularly described in the Scope of Work, attached as **SCHEDULE "A"** hereto, and made a part hereof.

## **ARTICLE III – TERM**

This contract is for a term commencing on **May 1, 2023 ending on April 30, 2024**. The Authority reserves the option to renew for one (1) additional year.

## **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 \$133,423.70.

## **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 AFCO AvPORTS Management, 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 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, AFCO AVPORTS MANAGEMENT, 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.

#### **ARTICLE XIV - TERMINATION OF CONTRACT**

The Parties agree that the service set forth under Article II - "Scope of Work" of this Agreement shall commence on April 1, 2023.

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 architect 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.

#### **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, 3<sup>rd</sup> 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:

Access Technology Integration, Inc.  
461 Main Avenue  
P.O. Box 233  
Wynantskill, New York 12198

#### **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.

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  
Philip F. Calderone, Esq.  
Chief Executive Officer

**ACCESS TECHNOLOGY INTEGRATION, 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 May 8, 2023; 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 PHILIP F. CALDERONE, ESQ., to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chief Executive Officer of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on May 8, 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 known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_ County, that he/she is the \_\_\_\_\_ of Access Technology Integration, Inc., 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**



Po Box 233  
Wynantskill, NY 12198  
Phone: 518-237-8510  
Fax :518-237-8606  
[www.ati-accessstech.com](http://www.ati-accessstech.com)

NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

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## **Appendix A Pay-for-Service**

Pay-for-Service (PFS) – Services provided under this program are requested by The Albany Airport Authority at the time of incident and billed at the then current billable rate. ATI will furnish a qualified technician as schedule permits.

For service related support please contact our office at (518) 237-8510 or email ATI at [Support@atiaccesscontrol.com](mailto:Support@atiaccesscontrol.com). All service related calls will be invoiced at the following rate structure:

**Regular Business Hours** - Monday through Friday 8:00am to 5:00pm

### **Standard Rate**

\$184.00 - includes travel and first hour of labor on site  
\$82.00 - each additional hour on site  
\$132.00 - phone support per hour

### **Prevailing Wage Rate**

\$214.00 - includes travel and first hour of labor on site  
\$107.00 - each additional hour on site  
\$152.00 -phone support per hour

**Non Business Hours and Holidays**

### **Standard Rate**

\$368.00 - includes travel and first hour of labor on site  
\$164.00 - each additional hour on site  
\$264.00 - phone support per hour

### **Prevailing Wage Rate**

\$428.00 - includes travel and first hour of labor on site  
\$214.00 - each additional hour on site  
\$304.00 -phone support per hour

Note: Emergency related service requests are subject to technician availability and sole discretion of ATI.

## Appendix B PARCS Preventive Maintenance

Preventive Maintenance (PM) – ATI will perform inspections, make assessments, clean, adjust and lubricate components and provide recommendations two (2) times per year to maximize equipment uptime. A full list of Preventive Maintenance Equipment is detailed in Appendix C. The chart below is a list of work performed during the PM visit. ATI shall not be liable for damage to persons, property or business earnings, goodwill or other financial loss which may be caused directly or indirectly by the inadequacy of the software and/or equipment for any particular purpose or use thereof or by defect of deficiency therein.

No action, regardless of form, arising out of any transaction under this agreement, may be brought by either party more than one year after the injured party has knowledge of the occurrences, which gives rise to the cause of such action.

Annually Billed Cost: \$17,611.50

Description	Entry Device	Exit Device	Pay Station	Central Pay
Air Clean Machine	✓	✓	✓	✓
Visually Inspect Core Components	✓	✓	✓	✓
<b>REPM</b> <ul style="list-style-type: none"> <li>- Clean Sensors</li> <li>- Clean Print Head</li> <li>- Clean Rollers</li> <li>- Clean Roller Bearings</li> <li>- Clean ticket path</li> <li>- Check vault mechanism</li> <li>- Clean DTF Sensors</li> <li>- Check DTF Ticket Track</li> <li>- Check REPM Plastic Gears</li> <li>- Check all connections</li> <li>- Check the drive belts</li> <li>- Clean DTF cutter</li> <li>- Check Pulleys and Shafts</li> <li>- Check the ESD brush</li> <li>- Clean the 2D imager</li> <li>- Test Functionality</li> </ul>	✓	✓	✓	✓
Replace IO100 battery yearly	✓	✓	✓	✓
Display; Clean & Confirm lighting	✓	✓	✓	✓
Clean Printer & check functionality	✓	✓	✓	✓
<b>Bill Acceptor</b> <ul style="list-style-type: none"> <li>- Clean Sensors</li> </ul>			✓	

NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

- Clean Rollers				
Bill Recycler			✓	
- Clean Sensors				
- Clean Rollers				

Description	Direct Drive Gate	Belt Driven Gate
Inspect / Adjust Arm Bracket	✓	
Torque Arm Bracket	✓	
Pillow Block Bearings	✓	✓
Loop Detectors	✓	✓
Test Battery Backup	✓	
Check Hood Latches	✓	✓
Clean Gate	✓	✓
Inspect Limit Switches / Position Magnet	✓	✓
Inspect shear pin, gear reducer and spring tension		✓
Inspect belts and adjust to proper tension		✓
Test Safety functionality	✓	✓

Description	SharpV LPR Cameras
Clean Lenses	✓
Check Stanchions	✓
Check all cable connections	✓
Check Focus & angle	✓



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Phone: 518-237-8510  
Fax :518-237-8606  
[www.ati-accesstech.com](http://www.ati-accesstech.com)

NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

---

Check connectivity	✓
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**Appendix C**  
**Parking Equipment Listing**

**North Garage**

Description	Quantity
OPUS Entry Station	10
OPUS Exit Station	5
OPUS Direct Drive Barrier Gate	21
AMG Barrier Gate	1
IO100	7

**South Garage**

Description	Quantity
OPUS Entry Station	4
OPUS Exit Station	3
OPUS Direct Drive Barrier Gate	8
IO100	3

**Commercial Lane**

Description	Quantity
OPUS Direct Drive Barrier Gate	2
IO100	1

**D Lot**

Description	Quantity
OPUS Entry Station	1
OPUS Exit Station	1
OPUS Direct Drive Barrier Gate	3
IO100	1

**Heritage Lot**





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NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

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Description	Quantity
AMG Barrier Gate	2
IO100	2

**Economy Lot**

Description	Quantity
OPUS Entry Station	3
OPUS Exit Station	4
OPUS Direct Drive Barrier Gate	7
AMG Barrier Gate	2
IO100	2

**Walk up Units**

Description	Quantity
OPUS Pay Stations	5
OPUS Central Pay	4

#### Appendix D Park Assist Hardware Maintenance

Park Assist Hardware Preventive Maintenance (PM) – ATI will perform inspections, make assessments, clean, adjust cameras and provide recommendations two (2) times per year to maximize equipment uptime. A full list of Park Assist Hardware Preventive Maintenance Equipment is detailed in Appendix E. The chart below is a list of work performed during the PM visit.

ATI shall not be liable for damage to persons, property or business earnings, goodwill or other financial loss which may be caused directly or indirectly by the inadequacy of the software and/or equipment for any particular purpose or use thereof or by defect of deficiency therein.

No action, regardless of form, arising out of any transaction under this agreement, may be brought by either party more than one year after the injured party has knowledge of the occurrences, which gives rise to the cause of such action.

As a prerequisite The Albany Airport Authority must maintain support services as it relates specifically to the Park Assist product.

ATI will provide the Park Assist reports to the customer. All requests for service outside of the Park Assist Hardware Preventive Maintenance will be invoiced at the Pay-for-Service (PFS) detailed in Appendix A.

Park Assist Hardware Maintenance Annually Billed Cost: \$ 45,203.20

Park Assist Support Services Semi-Annually Billed: \$ 10,304.50

Description	M4-100 Sensor	M4-200 Sensor	LPR Cams	Floor Cabinets	130mm Sign	200m m Sign	Kiosk	Track
Clean sensor camera lenses (per Park Assist report)	✓	✓	✓					
Re-aim sensor camera(s) (per Park Assist report)	✓	✓	✓					
Replace failed sensors (per Park Assist report)	✓	✓	✓					
Visual inspection of sensor indicator functionality	✓	✓	✓					
Inspect and confirm correct peripheral system function	✓	✓	✓		✓	✓		
Inspect internal aisle signs/wiring, confirm normal function					✓	✓		
Inspect external and monument signs/wiring, confirm normal function			✓		✓	✓		



NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

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Inspect channel/hangers/threaded rod							✓	✓
Inspect channel junctions and replace/install where necessary (damaged equipment not included)							✓	✓
Inspect channel end caps and replace/install where necessary (damaged equipment not included)								✓
Inspect and clean-up/tuck loose sensor wiring								✓
Install channel cable clips where necessary (damaged equipment not included)								✓
Inspect/Cleanup/Dust out			✓	✓				
Inspect and confirm FYC Kiosk normal function (where applicable)							✓	
Document and report all damaged equipment	✓	✓	✓	✓	✓	✓	✓	✓

**Appendix E**  
**Park Assist Equipment Listing**

Description	Quantity
M4-100	166
M4-200	566
Signs - 130mm	82
Signs - 200mm	18
Floor Cabinets	7
LPR/Loop Cabinet	2
Kiosk	2
LPR cams	4

**SCHEDULE "B"**

**FEE SCHEDULE**  
**(with Claim Form, attached)**





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Fax :518-237-8606  
[www.ati-accesstech.com](http://www.ati-accesstech.com)

NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

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**Schedule B**  
**Contract Annual Costs**

Description	Annual Costs
Appendix A - Pay-for-Service	\$50,000.00
Appendix B - Preventive Maintenance	\$17,611.50
Appendix D - Park Assist Hardware Maintenance	\$45,203.20
Park Assist Support Services	\$20,609.00

## CLAIM FORM

<b>TAX EXEMPT</b>		<b>TAX ID NO. 14-1768979</b>		
<b>SOLD TO: ALBANY COUNTY AIRPORT AUTHORITY</b>			<b>LEAVE THESE SPACES BLANK</b>	
<b>CLAIMANT</b>			<b>RECEIVED FOR AUDIT</b>	<b>AMOUNT</b>
			<b>ORDER</b>	<b>EXTENSIONS</b>
			<b>CLAIM APPROVED THIS DATE</b>	<b>AMOUNT</b>
<b>ADDRESS</b>			<b>SIGNED:</b>	<b>AUDITOR</b>
<b>OFFICE OR DEPARTMENT</b>	<b>CODE</b>		<b>DATE PAID:</b>	<b>CHECK NO.</b>
<b>P.O. NO.</b>	<b>QUANTITY</b>	<b>DESCRIPTION OF ITEMS OR WORK PERFORMED</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
		<i>LIST INVOICE OR SALES SLIP NUMBERS IF AVAILABLE</i>		
			<b>TOTAL</b>	<b>\$</b>

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

**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.....

Rev 07-15

HEAD OF DEPARTMENT

CLAIM NO.

**SCHEDULE "C"**  
**INSURANCE CERTIFICATE(S)**



## **AGENDA ITEM NO. 10.3**

**Construction Contract:      Authorization to Award  
Construction Contract 21-1082-ESC for  
Terminal Pre-TSA Expansion  
(elevators and Escalators) to KONE Inc.**

AGENDA ITEM NO: 10.3  
MEETING DATE: May 08, 2023

**ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION**

**DEPARTMENT:** *Planning and Engineering*

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

**PURPOSE OF REQUEST:**

**Construction Contract:** *Authorization to Award Construction Contract 21-1082-ESC for Terminal Pre-TSA Expansion (elevators and Escalators) to KONE Inc.*

**CONTRACT AMOUNT:**

**Base Amount** *\$1,775,000.00*

**BUDGET INFORMATION:**

**Anticipated in Current ALB Capital Plan:** Yes ✓ No     NA

**AWARD CONDITIONS MET:**

*Apprenticeship* ✓ *DBE* ✓ *MWBE* N/A

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

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

**Federal** 40%\* **State** 60%\* **Airport** N/A  
**Term of Funding:** 2023-2025  
**Grant No.:** N/A **STATE PIN:** N/A

**JUSTIFICATION:**

*Request to award Contract No. 21-1082-ESC Terminal Pre-TSA Expansion (Elevators and Escalators) to qualified low bidder KONE Inc. of Albany, NY for \$1,775,000.00. The contract scope includes removal of the existing elevators and escalators and supply and install new elevators and escalators for the Pre-TSA Expansion. The award of this contract is contingent on FAA concurrence and compliance with the apprenticeship program.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

AGENDA ITEM NO: 10.3  
MEETING DATE: May 08, 2023

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**


*Please refer to the attached Contract 21-1082-ESC Bid Tabulation.*

**CONTRACT #21-1082-ESC**  
**Terminal Expansion - Elevators and Escalators**

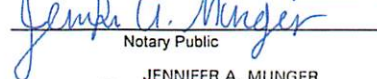
Company Name	Otis Elevator Co.	Kone
Addendum #1	X	X
Addendum #2	X	X
Addendum #3	X	X
Lump Sum Bid	\$5,500,000.00	\$1,775,000.00
Bid Bond	5%	5%
Board of Directors	X	X
Non-Collusion	X	X
Qualification Questionnaire	X	X
Acknowledgment	X	X

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

Albany Airport Authority Purchasing Department

  
 Bobbi Matthews  
 Purchasing Agent

Sworn to before me this 26<sup>th</sup> day of April, 2023

  
 Notary Public

JENNIFER A. MUNGER  
 Notary Public, State of New York  
 No. 01MUG246332  
 Qualified in Schenectady County  
 Commission Expires Aug. 08, 2023

## **AGENDA ITEM NO. 10.4**

**Construction Contract: Authorization to Award  
Construction Contract 22-1114-GC for Air Cargo  
Pavement Rehabilitation to  
Jersen Construction Group, LLC.**

AGENDA ITEM NO: 10.4  
MEETING DATE: May 08, 2023

**ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION**

**DEPARTMENT:** *Planning and Engineering*

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

**PURPOSE OF REQUEST:**

**Construction Contract:** *Authorization to Award Construction Contract 22-1114-GC for Air Cargo Pavement Rehabilitation to Jersen Construction Group, LLC.*

**CONTRACT AMOUNT:**

**Base Amount** *\$1,415,910.00*

**BUDGET INFORMATION:**

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

**AWARD CONDITIONS MET:**

**Apprenticeship** ✓ **DBE** N/A **MWBE** ✓

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

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

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

**JUSTIFICATION:**

*Request to award Contract # 22-1114-GC Air Cargo Pavement rehabilitation to qualified low bidder Jersen Construction Group, LLC of Waterford, New York for \$1,415,910.00. The contract scope includes removal of the existing deteriorated concrete at the south end of the Air Cargo apron. Then full depth excavation, drainage upgrades, placement of new subbase (P-209) and placement of new concrete pavement (P-501) in accordance with FAA specifications. The award of this contract is contingent on M/WBE compliance and compliance with a NYS DOL approved apprenticeship program.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 10.4  
MEETING DATE: May 08, 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   NA       

**BACK-UP MATERIAL:**

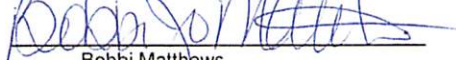
*Please refer to the attached Contract 22-1114-GC Bid Tabulation.*

**CONTRACT #22-1114-GC**  
**Air Cargo Pavement Rehab**

Company Name	Jersen Construction Group	Rifenburg Construction, Inc.
Addendum #1	X	X
Unit Price Bid	\$1,415,910.00	\$2,499,115.00
Bid Bond	5%	5%
Board of Directors	X	X
Non-Collusion	X	X
Qualification Questionnaire	X	X
Acknowledgment	X	X

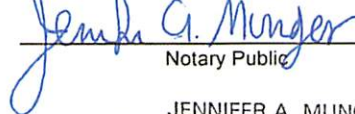
I, Bobbi Matthews, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the construction project shown above.

Albany Airport Authority Purchasing Department



Bobbi Matthews  
Purchasing Agent

Sworn to before me this 4<sup>th</sup> day of May, 2023.



Notary Public

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



## **AGENDA ITEM NO. 10.5**

**Purchase: Approve the purchase and installation  
of sixty-seven (67) security cameras.**

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

AGENDA ITEM NO: 10.5  
MEETING DATE: May 8, 2023

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Finance*

**Contact Person:** *Christine C. Quinn, Airport Counsel  
Michael Zonsius, Chief Financial Officer*

**PURPOSE OF REQUEST:**

*Purchase: Approve the purchase and installation of sixty-seven (67) security cameras.*

*Convergint  
14 Petra Lane  
Albany, New York 12205*

**AMOUNT:**

<i>Purchase and Installation of sixty-seven (67) security cameras</i>	<u><i>\$444,584.04</i></u>
<i>Total</i>	<i>\$444,584.04</i>

**BUDGET INFORMATION:**

*Anticipated in Current Budget: Yes: No: ✓  
Account String: 2023 00390-90-2018*

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

*Federal: State: Airport: 100% NA:*

**JUSTIFICATION:**

*The installation of sixty-seven security cameras in and around the north garage providing us with video footage, whether live or recorded, within our property.*

**EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommends approval.*

AGENDA ITEM NO: 10.5  
MEETING DATE: May 8, 2023

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

YES: ✓ NA:

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Purchase Quote*



14 Petra Lane, Albany, New York 12205  
Phone 518-452-3505 Mobile 518-669-6933  
Brent.warzochoa@convergint.com

May 1, 2023

Albany International Airport  
Albany International Airport  
737 Albany Shaker Road  
Albany, New York 12211

Quotation: BW07543077P

License/Cert PSP

Attention: Jim O'Brien

Reference: North Parking Garage Video v2

### **Scope of Work**

Parts and labor to include the following for video improvements at the North Parking Garage:

- (48) Outdoor 360 degree HD cameras with appropriate mounting hardware
- (9) Outdoor Fixed bullet type HD cameras
- (6) Outdoor 360 degree HD cameras with integral PTZ and appropriate mounting hardware
- (4) Outdoor 180 degree HD camera with appropriate mounting hardware
- Network switches
- Genetec licensing for (67) total cameras
- Labor to cover camera cyber hardening, switch installation/programming and Genetec programming
- Subcontractor to assist with camera installation, provide and install all cable and conduit, provide power as needed, enclosures for new switches as needed, plywood, fiber, etc.

Quote is as per NY State Contract #PT68778, Group 77201 and is good for ten business days.

### **Materials**

Line	Qty	Part	Description	Unit Price	Extended Price
1			360 DEGREE CAMERAS		
2	48.00	PNM-9085RQZ1	NETWORK PTRZ DOME CAMERAMULTI-SENSOR MULTI-DIRECTIONAL4 SENSO X5MP, MAX8MP	\$ 2,508.07	\$ 120,387.36
3	48.00	SBP-300CMW	PENDANT MOUNT ACCESSORY WHITE	\$ 52.14	\$ 2,502.72

Line	Qty	Part	Description	Unit Price	Extended Price
4	48.00	SBP-317HMMW	CAP ADAPTER, PF 1 1/2, WHITEFOR PNM-9084RQZ/9085RQZ	\$ 49.50	\$ 2,376.00
5	4.00	SBP-300WMW1	Wall mount accessory	\$ 52.14	\$ 208.56
6	180 DEGREE CAMERAS				
7	4.00	PNM-9031RV	NETWORK VANDAL OUTDOORMULTI-SENSOR DOME CAMERA,PANORAMIC VIEW WITH	\$ 1,782.05	\$ 7,128.20
8	4.00	SBP-300WMW1	WALL MOUNT, PF 1 1/2, WHITE	\$ 52.14	\$ 208.56
9	4.00	SBP-276HMMW	CAP ADAPTOR FOR THEPNM-9084QZ (WILL FIT THEFOLLOWING	\$ 49.50	\$ 198.00
10	360/PTZ COMBO CAMERAS				
11	6.00	PNM-9322VQP	5 CHANNEL 2MP / 5MP X 4 + 2MP32X PTZ	\$ 4,092.00	\$ 24,552.00
12	24.00	SLA-2M2400P	128 2MP CMOS WITH A 24MMFIXED FOCAL LENS FOV H 135V 712 FOR THE	\$ 56.10	\$ 1,346.40
13	6.00	SBP-390WMW2	WALL MOUNT FOR OUTDOOR PTZSFULL SZ, 2X KNOCK OUT BUILT-INWHITE	\$ 141.90	\$ 851.40
14	2.00	SBP-300KMW1	CORNER MOUNT ADAPTER (WHITE)USE W/ SBP-300WMW/SBP-300WMW1TO MOUNT A CORNER	\$ 52.14	\$ 104.28
15	FIXED CAMERAS				
16	9.00	XNO-6085R	2MP EXTRALUX IR BULLET CAMERA	\$ 891.02	\$ 8,019.18
17	9.00	SBP-317HMMW	CAP ADAPTER, PF 1 1/2, WHITEFOR PNM-9084RQZ/9085RQZ	\$ 49.50	\$ 445.50
18	SWITCHES				
19	8.00	5801-694	T8516 PoE+ Network Switch	\$ 741.00	\$ 5,928.00
20	1.00	01449-001	T8504-E Outdoor PoE Switch	\$ 1,286.01	\$ 1,286.01
21	5.00	SFP-6	SINGLEMODE, 1000FX, 1310NM15KM, 2 FIBER, LC	\$ 116.64	\$ 583.20
22	GENETEC LICENSING				
23	67.00	GSC-Om-E-1C	1 Enterprise camera connection, mandatory Genetec™ Advantage	\$ 227.50	\$ 15,242.50
24	402.00	ADV-CAM-E-1M	Genetec Advantage for 1 Omnicast Enterprise Camera - 1 month	\$ 3.88	\$ 1,559.76

<b>Material</b>	\$ 192,927.63
<b>Misc Hardware</b>	\$ 4,000.00
<b>Subcontractor</b>	\$ 217,744.00
<b>Labor</b>	\$ 29,912.41
<b>Subtotal</b>	\$ 444,584.04
<b>Tax</b>	\$ 0.00
<b>Total Project Price</b>	\$ 444,584.04

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

Sincerely,

**Brent Warzocha**

Convergint

Brent Warzocha

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

Jim O'Brien

Customer Name (Printed)

May 1, 2023

Date

Authorized Signature

Title

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

**SECTION 1. THE WORK**

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work (“Work”). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the “Agreement”). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

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

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

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

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

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

**SECTION 2. PRICING**

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

**SECTION 3. INVOICE REMITTANCE AND PAYMENT**

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

**SECTION 4. WARRANTY**

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:  
For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, (“Warranty Period”):

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

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

**SECTION 5. CHANGES**

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

**SECTION 6. FORCE MAJEURE**

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control (“Force Majeure”) and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

**SECTION 7. INSURANCE**

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as “additional insured”; with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

**SECTION 8. INDEMNIFICATION**

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

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

**SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS**

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

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

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the “Software”) and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, “Liabilities”) arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

**SECTION 10. DISPUTES**

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

**SECTION 11. MISCELLANEOUS**

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.

## **AGENDA ITEM NO. 10.6**

**Approval of Modification and Extension  
Management Operating Agreement for Fixed Base of  
Operations and Fuel Farm with REW Investments,  
Inc., d/b/a Million Air – Albany.**



AGENDA ITEM NO: 10.6  
MEETING DATE: May 8, 2023

**ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION**

**DEPARTMENT:** *Administration*

**Contact Person:** *Michael Zonsius, Chief Financial Officer  
Christine C. Quinn, Authority Counsel*

**PURPOSE OF REQUEST:**

*Approval of Modification and Extension Management Operating Agreement for Fixed Base of Operations and Fuel Farm with REW Investments, Inc., d/b/a Million Air – Albany.*

**CONTRACT AMOUNT:**

*The estimated contract amount is \$190,000 over one year based upon total annual fixed fees of \$185,000 in the contract year ending in 2023 plus other fixed-rate fees applicable to variable activities and monthly advertising costs.*

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes ✓ No    NA   

**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   

**JUSTIFICATION:**

*The current Management Operating Agreement (MOA) with REW Investments, Inc. d/b/a Million Air - Albany was awarded by competitive RFP in 2013. The initial term was for three (3) years and the Authority renewed the proposal for three (3) years in 2016 and 2019. REW Investments agreed to renew the agreement for another one (1) year term ending August 31, 2023 with a \$5,000 increase in the annual Management fee in the contract year ending in 2023 which was approved by the Board on May 2, 2022.*

*REW Investment has agreed to renew the agreement for another one (1) year term ending August 31, 2024 with two one (1) year option renewals, with a \$5,000 increase annually.*

AGENDA ITEM NO: 10.6  
MEETING DATE: May 8, 2023

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend Approval*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL: N/A**

## **AGENDA ITEM NO. 11**

### **Authorization of Change Orders**

## **AGENDA ITEM NO. 11.1**

**Construction Contract: Authorization to Award  
Change Order #1 to Contract 20-1047-GC  
Terminal Escalators (22 & 23)  
Replacement**

AGENDA ITEM NO: 11.1  
MEETING DATE: May 08, 2023

**ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION**

**DEPARTMENT:** *Planning and Engineering*

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

**PURPOSE OF REQUEST:**

**Construction Contract:** *Authorization to Award Change Order #1 to Contract 20-1047-GC  
Terminal Escalators (22 & 23) Replacement*

**CONTRACT AMOUNT:**

<i>Base Amount</i>	<i>\$1,199,000.00</i>
<i>*Change Order No. 1</i>	<i><u>205,964.64</u></i>
<i>Amended Contract Amount</i>	<i>\$1,404,964.64</i>

*\*Pending Board approval at this meeting.*

**BUDGET INFORMATION:**

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

**AWARD CONDITIONS MET:**

Apprenticeship Y DBE Y MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

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

Federal <u>0%*</u>	State <u>0%*</u>	Airport <u>100%*</u>
Term of Funding: <u>2021-2023</u>		
Grant No.: <u>N/A</u>	STATE PIN: <u>N/A</u>	

**JUSTIFICATION:**

*Request for authorization of Change Order #1 for Contract 20-1047-GC for Terminal Escalator Replacement to Wainschaf Associates, Inc of Rensselaer, NY in the amount of \$205,964.64 (PFC funded). This project was originally awarded in 2020 to replace escalators #22 & 23 (to baggage claim), but was put on hold when the Grant application process for the Terminal Pre TSA Expansion was started. The new retrofit equipment had already been purchased and stored at the Airport. Escalators #18 & 19 (in B Concourse) have been*

AGENDA ITEM NO: 11.1  
MEETING DATE: May 08, 2023

*shutdown for sometime, but as part of the NYS Grant. A new children's play area and a sensory room are being designed in the lower B Concourse. To better accommodate passenger access to that area, it was decided that the stored equipment could be installed and make escalators 18 & 19 active. This Change Order #1 is to cover the labor escalations over three years, the work is now being done in the SIDA area and the project has to be done in two setups instead of one, requiring additional enclosure construction. The original contract was funded by PFC funds and PFC's will be sought for this additional work.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

*Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES J NA \_\_\_\_\_*

**BACK-UP MATERIAL:**

*Please refer to the attached Change Order #1 for Contract. 20-1047-GC.*



WAINSCHAF ASSOCIATES, INC.

Quote: 1787 / Date: 3/30/2023

Customer

Wainschaf Associates, Inc  
589 3rd Avenue Extension  
Rensselaer, New York  
12144, United States  
518-449-2220

**Albany County Airport Authority**  
**Albany County Airport - Admin. Bldg., Suite**  
**200**  
**Albany, New York**  
**12211-1057, United States**

Prepared By:  
Rob Stone  
5183767932  
rob@waiconstruction.com

**John LaClair**  
**518-378-5959**  
**jlaclair@albanyairport.com**

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Project: Albany Airport Escalators #22 & #23

### Scope of Work

The following is included in this proposal to use the material from escalators #22 & #23 for escalators #18 & #19:

1. Provide engineering, layouts and documentation for the reuse of the materials.
2. The changes required are due to the change in the rise (overall height of travel) and the type of escalator and include: decking, skirt trim, truss interface, glass and related hardware.
3. This change order includes an escalator of the labor rate from 2021 (original proposed schedule) to 2023.

### Notes

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### Summary

Subtotal \$ 205,964.64



WAINSCHAF ASSOCIATES, INC.

Quote: 1787 / Date: 3/30/2023

\$ 205,964.64

Accepted By

Date

.....



## Subcontract Change Order



Change Order No: 1

Date Submitted: 3/8/2023

PROJECT NAME: Albany Airport Escalators - Gate B  
PROJECT ADDRESS: 737 Albany Shaker Road  
Albany, New York 12211  
PROJECT NUMBER:

Contract Date:   
Contract Number:

Customer Name: Wainschaf Associates, Inc.  
Customer Address: 589 3rd Avenue  
Rensselaer, NY 12144

Subcontractor Name: KONE Inc.  
Subcontractor Address: 25 Post Road  
Albany, New York 12205

The Contract is hereby modified by the following scope / item(s):

Use Material from escalators 22 / 23 for escalators 18 / 19. Provide engineering, layouts and documentation for the reuse of this material. The changes required are due to the change in the rise (overall height of the travel) and the type of escalator and include: decking, front plates, access covers, skirt trim, truss interface, glass and related hardware. This Change Order includes and escalator of the labor rate from 2021 (original proposed schedule) to 2023.

The following costs are required to accomplish the above scope:

By: Andrew Dinovo

Date: March 6, 2023

Total Amount of this \$ 183,897.00  
Change Order:

Name: Andrew Dinovo

Title: Senior Account Executive

Contract Time For Completion  
shall be increased by: 0  
days

Please sign two (2) copies of this Change Order and return two (2) copies to KONE. A fully executed copy of this Change Order will be returned to you for your files.

Unless allowed for otherwise in the description above, payment for this Change Order shall fully compensate the contractor for all costs related in any way to this work and its effect on other work already contracted. Contractor agrees said work is for the benefit of the overall project and the cost of this Change Order includes additional costs, if any, attributed to loss of efficiency of labor performing the work. This change order pricing is based on current pricing schedules and will be valid for 90 days. This change order pricing may be withdrawn and subject to revision if not accepted within 30 days of submission.

### Signed Accepted:

The undersigned below, in addition to accepting this change order as binding to both parties; also acknowledges and certifies that they are an authorized representative to sign change orders on behalf of their respective company. The undersigned also agree to recognize KONE Inc.'s change order form in lieu of their own for this change order in the event that they do not submit a fully duplicated one on their own standard form within two (2) weeks of the executed date of this change order.

Subcontractor:  
KONE Inc.  
By: Andrew Dinovo Date: 3/7/23  
Name/Title: Andrew Dinovo / Senior Account Executive

Contractor:  
Wainschaf Associates, Inc.  
By: Robert Stone Date: 3/30/23  
Name/Title: Robert Stone / Vice President of Field Operations

## **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**