



**ALBANY COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING**

**AGENDA**

**December 15, 2025**

**General:**

- 1. Chairman's Remarks**
- 2. Approval of Minutes**  
**Regular Meeting – November 21, 2025**
- 3. Communications and Report of Chief Executive Officer**
- 3A. Reports of Committees**
  - **CIC**
  - **Finance**
  - **Public Communications**

**Reports:**

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

**Action Items:**

- 10. Authorization of Contracts, Leases, Contract Negotiations, Contract Amendments and Action Items**
  - 10.1 Review and approval of the Authority's PROCUREMENT CONTRACT GUIDELINES, OPERATIVE POLICY, PETTY CASH ACCOUNTS AND INSTRUCTIONS (Procurement Guidelines) adopted December 14, 2015 and last reviewed December 9, 2024.**
  - 10.2 Approve Final Airline Use and Lease Agreement effective January 1, 2026.**
  - 10.3 2026 insurance premiums including Aviation Liability, Automobile, Property, Workers Compensation, Public Officials, Pollution, Crime, Builders Risk, Cyber, Tanks & Tank Storage and Deadly Weapons. [Agenda Item and attachments to be posted and forwarded to the Board upon receipt from insurance broker Risk Strategies.]**
  - 10.4 Adoption of Budget 2026 in the amount of \$71,736,246 and authorization to transfer \$168,208 from the Authority to the Albany County Airport Authority OPEB Trust.**
  - 10.5 Negotiations - Contract No. S-1261(CME) Design of Wayfinding and Signage Improvements - Terminal Area Signage and Parking Improvements - Tabled at the November 21, 2025 Board Meeting.**
  - 10.6 Intentionally Blank**
  - 10.7 Intentionally Blank**
  - 10.8 Intentionally Blank**
  - 10.9 Construction Contract: Authorization to Award Contract 1257-GC for New Restrooms on New Build and TSA 7th Lane**
  - 10.10 Contract No. 1254-E for the Purchase and Installation of all Electrical Components needed for the Airfield Electrical Switchgear Upgrades**
- 11. Authorization of Change Orders**
  - 11.1 Construction Contract: Authorization of Change Order #9 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC.**
- 12. Authorization of Federal and State Grants - NONE**
- 13. Informational - NONE**

**Old Business:**

**New Business:**

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

**ES-1 Matter Involving a Particular Corporation**

**ES-2 Matter Involving a Particular Individual**

# **AGENDA ITEM NO. 1**

## **Chairman's Remarks**

## **AGENDA ITEM NO. 2**

### **Approval of Minutes**



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

**November 21, 2025**

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on November 21, 2025 at 9:00 a.m. in the Third Floor Conference Room located in the Terminal at the Albany International Airport, Albany, New York by the Vice-Chair, Kevin R. Hicks, Sr., with the following present:

**MEMBERS PRESENT**

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

**MEMBERS ABSENT**

Samuel A. Fresina, Chair  
John-Raphael Pichardo

**STAFF**

Peter F. Stuto, Chief Executive Officer  
John A. O'Donnell, Chief Operating Officer  
Christine Quinn, Authority Counsel  
Margaret Herrmann, Acting Chief Finance Officer  
Kathy Greenwood, Director of Art & Culture  
Helen Chadderdon, Marketing Manager  
Liz Charland, Administrative Services  
Matt Hunter, Communication Director  
John LaClair, Chief Engineer  
Dave Montiverdi, Airport Planner  
Matt Mokey, Airport Engineer  
Jenn Munger, Paralegal  
Debbie Pasquini, Confidential Secretary

**ATTENDEES**

Carmiena Brooks, Assistant Airport Manager  
Ray Camilli, Airfield Maintenance Manager, Avports  
Chief Steve Dorsey, ARFF Avports  
Katie Mahoney, Manager, Avports  
Deputy Fire Chief Chris Menge, ARFF Avports  
Jim O'Brien, Operations Manager, Avports  
John Panarello, VP of Operations, Avports

Chris Pasquini, Assistant Maintenance Manager, Avports  
Jeff Lovell, Managing Director, Park Strategies, LLC  
Susan Quine-Laurilliard, Chair Multi-Modal Transit Committee f/k/a Mass Transit Committee  
Kevin Butterfield, Albany County Public Information Officer & Policy Analyst

Vice-Chair Hicks noted that there was a quorum.

**General:**

**1. Chairman's Remarks**

**2. Approval of Minutes**

Ms. O'Connor moved to approve the minutes of the October 20, 2025 regular board meeting.

The motion was adopted unanimously.

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

Mr. Stuto presented a Communications and Chief Executive Officer's Report for the month of November 2025.

**3A. Reports of Committees**

- Ms. O'Connor advised that the Capital Improvements Committee met on November 12, 2025; and
- The Audit Committee also met on November 12, 2025
- Mr. Iselin advised that the Personnel Committee met on November 12, 2025

**Reports:**

**4. Chief Operating Officer**

Mr. O'Donnell presented a Chief Operating Officer's Report for the month of November 2025.

**5. Chief Financial Officer**

Ms. Herrmann presented the Financial Report for the month of November 2025. (Power Point attached.)

**6. Project Development**

Mr. LaClair and Mr. Mokey presented the Project Development Report for the month of November 2025. (Power Point attached.)

**7. Counsel**

**8. Concessions/Ambassador Program**

Ms. Chadderdon presented the Concessions/Ambassador Report for the month of November 2025.

**9. Public Affairs**

Mr. Hunter presented the Public Affairs Report for the month of November 2025. (Power Point attached.)

**9A. Art & Culture Program**

Ms. Greenwood presented the Art & Culture update for the month of November 2025 meeting. (Power Point attached.)

**9B. Planning**

Mr. Montiverdi presented the Planning Report for the month of November 2025.

**Action Items:**

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

**10.1 Authorization to make purchases using State of New York Contract for Road Salt. (Award #23409 / Contract # PC70879)**

Ms. Herrmann recommended authorization to purchases using State of New York Contract for Road Salt (Award #23409/Contract # PC70879). She advised the New York State Office of General Services Procurement Services has conducted competitive bidding for the above mentioned contract. The awarded vendor has agreed to offer the Airport the same terms and conditions in that contract. The amount of usage depends on weather conditions. In 2024, the Airport used approximately 500 tons.

Mr. Iselin moved to approve the purchases of road salt using State of New York Contract. (Award #23409 / Contract # PC70879) The motion was adopted unanimously.

**10.2 Purchase Order - Contract No. SC-1253 - Purchase ADB Safegate's Gate Management System (GMS) and Flight Information Display System (FIDS) from ADB Safegate**

Ms. Herrmann recommended authorization to purchase and install ADB Safegate's Gate Management System (GMS) and Flight Information Display System (FIDS). She advised requests for proposals were issued and six proposers responded. The GMS is a new installation of a needed system for the operations department using real-time FAA data to assign and plan gate utilization for the Authority's 16 gate positions as well as keep track of

transient (non-scheduled) aircraft and their position at the terminal. The FIDS is a replacement of the current system in place used throughout the terminal at flight display boards and at the gates. ADB Safegate has a large presence in Europe and at larger airports within the United States. The evaluation committee scored the six proposers and ADB Safegate was determined to have the best software for the Authority's needs with the lowest cost for installation and annual maintenance. The cost for Software, Installation & Training is \$58,808.00 plus Annual Maintenance of \$36,528.00. For the total Installation & Maintenance of \$95,336.00. This purchase is 100% Airport Funded.

Mr. Heider moved to approve Purchase Order - Contract No. SC-1253 - to Purchase ADB Safegate's Gate Management System (GMS) and Flight Information Display System (FIDS) from ADB Safegate and install ADB Safegate's Gate Management System (GMS) and Flight Information Display System (FIDS) in the total amount of \$95,336.00 which includes Software, Installation & Training plus Annual Maintenance. The motion was adopted unanimously.

**10.3 Authorization to make purchases using State of New York Contract: Upgrade to repeater system and radios with recording capabilities (Contract # PT68714) Eastern Communications, LLC / Reseller: Capital Digitronics, Inc.**

Ms. Herrmann recommended authorization to make purchases using State of New York Contract for upgrade to repeater system and radios with recording capabilities (Contract # PT68714) Eastern Communications, LLC / Reseller: Capital Digitronics, Inc. She advised the New York State Office of General Services Procurement Services has conducted competitive bidding for Public Safety Communications Equipment and Services (Two-Way Radios & Satellite Phones). The awarded Reseller/Subcontractor is Capital Digitronics, Inc. This purchase is for an upgraded repeater system and upgrades to each radio in the amount of \$131,021.16 and recording capabilities in the amount of \$36,720.66 to ensure uninterrupted communications between departments. This purchase is 100% Airport Funded.

Ms. O'Connor moved to authorize purchases using State of New York Contract for Upgrade to the repeater system and radios with recording capabilities (Contract # PT68714) Eastern Communications, LLC / Reseller: Capital Digitronics, Inc. for an upgraded repeater system and upgrades to each radio in the amount of \$131,021.16 and recording capabilities in the amount of \$36,720.66. The motion was adopted unanimously.

**10.4 Contract No. SC-1262 - Coordination, Assembly, Transport and Installation of Art Work**

Ms. Greenwood requested authorization to enter into a Services Agreement, Contract No. S-1262, with Art Domantay Artwork, LLC as a sole source provider for coordination, assembly, transport and installation of the artwork titled Flying Close to Rosewater by Jean Shin, intended for suspension in the

Departure Hall, and in development under Contract SC-1247. Art Domantay is the manager of this project and has overseen the design and engineering of the support armature, as well as the various phases of this sculpture's development in close coordination with the artist. Mr. Domantay has a deep understanding of this sculpture and the airport location, as well as his substantial experience managing the multiphase installation of complex art projects makes him uniquely and solely qualified for this professional service. Total contract amount is not to exceed \$75,000.00.

Mr. Heider moved to authorize entering into a Services Agreement, Contract No. SC-1262, with Art Domantay Artwork, LLC as a sole source provider for coordination, assembly, transport and installation of the artwork titled Flying Close to Rosewater by Jean Shin which is intended for suspension in the Departure Hall, and in development under Contract SC-1247 in a not-to-exceed amount of \$75,000.00. The motion was adopted unanimously.

**10.5 Intentionally Left Blank**

**10.6 Authorize the Breeze Airlines Air Service Incentive Program (ASIP) Application Under the 2025 ASIP**

Mr. Montiverdi requested approval to authorize the Breeze Airlines Air Service Incentive Program (ASIP) Application under the 2025 ASIP. He advised that under the 2025 ASIP, Breeze has applied for the following incentives: Service is scheduled to begin December 3, 2025, as non-stop service to Fort Myers, Florida (RSW). This route qualifies for a one-year incentive period in accordance with FAA guidelines, as it represents a significant increase in capacity on a pre-existing route. The marketing incentive for this service will total \$100,000 for one year; and the incentive package will include waivers of landing fees and fuel flowage fees associated with the route. In addition, depending on gate assignment, terminal rent, apron, and passenger loading bridge fees will be fully waived. Should Breeze utilize Gate C-1 (currently shared with Avelo), the total value of terminal-related incentives will be divided equally between the two carriers during their respective incentive periods.

Ms. Thayer moved to Authorize the Breeze Airlines Air Service Incentive Program (ASIP) Application Under the 2025 ASIP. The motion was adopted unanimously.

**10.7 Intentionally Left Blank**

**10.8 Annual Service Contract: Authorization to Award: Contract No. SC-1256 Overhead Doors, Baggage Belts and Baggage Carousels Maintenance and Service to All Type Professional Door Service**

Mr. LaClair recommended authorization to award a one year contract (with four – one year options for extension) to the Service Contract SC- 1256 for the Overhead Doors, Baggage Belts and Baggage Carousels Maintenance and Service to All Type Professional Door Service of Albany, N.Y. at proposed

contract pricing/rate schedule attached as Exhibit "A" to this item. All Type has been the overhead door, baggage belt and baggage carousel service company for many years. An RFP was advertised and two companies responded. A committee reviewed the proposals based on proposed hourly rates, response time and past performance history. All Type was chosen by a committee vote. This contract is 100% Airport Funded.

Ms. O'Connor moved to authorize award of a one year contract (with four – one year options for extension) to the Service Contract SC- 1256 for the Overhead Doors, Baggage Belts and Baggage Carousels Maintenance and Service to All Type Professional Door Service of Albany, N.Y. at the proposed contract pricing/rate schedule attached as Exhibit "A" to this item. The motion was adopted unanimously.

**10.9 Negotiations - Contract No. S-1261(CME) Design of Wayfinding and Signage Improvements - Terminal Area Signage and Parking Improvements - TABLED.**

**10.10 Negotiations - Contract No. S-1261(CHA) Design of Wayfinding and Signage Improvements - Highway Signs and E-Lot Improvements - TABLED.**

**10.11 Purchase Order: Purchase of one (1) new Glycol Recovery Vehicle from Trius, Inc. Sourcewell Contract # 111522-AEB**

Ms. Herrmann recommended authorization to issue a purchase Order for the purchase of one (1) new Glycol Recovery Vehicle from Trius, Inc. Sourcewell Contract # 111522-AEB in the amount of \$267,750.00. This Glycol Recovery Vehicle (GRV) will replace a 2008 GRV (M-90). This will ensure service reliability and updated equipment. The purchase request is from the awarded Sourcewell Contract #111522-AEB; Trius, Inc. This vendor provided a demonstration of the GRV and the Deputy Maintenance Manager has approved this equipment to meet the Airport's needs. Upon approval, a Purchase Order will be issued and the equipment can be used immediately. This purchase is 100% Airport Funded.

Ms. O'Connor moved to authorize a Purchase Order for one (1) new Glycol Recovery Vehicle from Trius, Inc. Sourcewell Contract # 111522-AEB in the amount of \$267,750.00. The motion was adopted unanimously.

## **11. Authorization of Change Orders**

**11.1 Authorization of Change Order No. 16 for Construction Contract 21-1082-GC - Terminal Expansion - Site Work**

Mr. LaClair recommended authorization to award Change Order No. 16 for Contract # 21-1082-GC for the Pre-TSA Terminal Expansion to qualified low bidder MLB Construction Services, LLC Malta, NY, in the amount of \$9,619.00. This Change Order request is to provide a trench grate and frame at the garage roof level and new walkway to the Terminal Connector and Departure Hall. This Change Order is 40% Federally funded and 60% State funded.

Mr. Heider moved to authorize Change Order No. 16 for Construction Contract 21-1082-GC - Terminal Expansion - Site Work to qualified low bidder MLB Construction Services, LLC to provide a trench grate and frame at the garage roof level and new walkway to the Terminal Connector and Departure Hall. In the amount of \$9,619.00. The motion was adopted unanimously.

**11.2 Authorization of Change Order No. 17 for Construction Contract 21-1082-GC - Terminal Expansion - Site Work**

Mr. LaClair recommended authorization to award Change Order No. 17 for Construction Contract 21-1082-GC, in the amount of \$73,861.00 for the Pre-TSA Terminal Expansion to qualified low bidder MLB Construction Services, LLC Malta, NY. This Change Order request is to extend the rental period to October 2025 for the queuing platform and the system scaffold. This Change Order is 40% Federally funded and 60% State funded.

Mr. Iselin moved to Authorize Change Order No. 17 for Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion - Site Work to qualified low bidder MLB Construction Services, LLC in the amount of \$73,861.00 to extend the rental period to October 2025 for the queuing platform and the system scaffold. The motion was adopted unanimously.

**11.3 Authorization to Award Contract Change Order No. 8 to Construction Contract 21-1082-INT STR for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.**

Mr. LaClair recommended authorization to award Change Order No. 8 for Construction Contract 21-1082-INT STR for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC, in the amount of \$257,131.00. He advised this work includes a variety of necessary changes made to the project involving additional cost items. These included changes directed by the Authority, clarifications to the contract documents and code revisions. The affected items include the substitution of terrazzo in lieu of rubber for the stair treads located adjacent to the North Parking Garage. Adding sanitary and supply piping is required to accommodate the new Dunkin Donuts located in the Departure Hall. Also included are plumbing revisions to accommodate the new restrooms as directed by ACAA and repairs to the underground telecom lines and power lines concealed below grade. Lastly, several miscellaneous revisions to the mechanical, electrical and structural systems. This Change Order is 40% Federally funded and 60% State funded.

Ms. O'Connor moved to approve Change Order No. 8 to Construction Contract 21-1082-INT STR for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC. in the amount of \$257,131.00 for necessary changes made to the project involving additional cost items. The motion was adopted unanimously.

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

**13. Informational**

**13.1 Report of payment for Extension of Builder's Risk Policy for one year, payment to Risk Strategies.**

Mr. Stuto reported as an informational item that the CEO authorized payment of the Builder's Risk Insurance Policy covering the value of the construction of the Departure Hall Construction Project. He advised that Builder's Risk insures against the risk of damage to the Project (Building Materials and Equipment) from covered perils such as fire, vandalism, theft and weather. The Policy was at risk of cancellation if the premium was not paid. The Authority procurement policy allows for emergency expenditure by the CEO under exigent circumstances. A report to the Board is required. This purchase is 100% Airport funded.

**Old Business:**

**New Business:**

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

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

ES-1 Matter Involving a Particular Corporation

ES-2 Matter Involving a Particular Individual

**There being no action taken and no further business, the meeting was adjourned at 11:10 a.m.**

**ALBANY COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING  
REVISED  
AGENDA**

**November 21, 2025**

**General:**

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- 2. Approval of Minutes**  
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  - **Audit**
  - **Personnel**

**Reports:**

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- 5. Chief Financial Officer**
- 6. Project Development**
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- 8. Concessions/Ambassador Program**
- 9. Public Affairs**
- 9A. Art & Culture Program**
- 9B. Planning**

**Action Items:**

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  - 10.2 Purchase Order - Contract No. SC-1253 - Purchase ADB Safegate's Gate Management System (GMS) and Flight Information Display System (FIDS) from ADB Safegate**
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  - 11.2 Authorization of Change Order No. 17 for Construction Contract 21-1082-GC - Terminal Expansion - Site Work**

**11.3 Change Order 8: Authorization to Award Contract Change Order No. 8 to Construction Contract 21-1082-INT STR for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.**

**12. Authorization of Federal and State Grants – NONE**

**13. Informational**

**13.1 Report of payment for Extension of Builder's Risk Policy for one year, payment to Risk Strategies.**

**Old Business:**

**New Business:**

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

**ES-1 Matter Involving a Particular Corporation**

**ES-2 Matter Involving a Particular Individual**



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**CEO'S REPORT**

19 November 2025

Chairman Samuel E. Finkel  
 Albany County Airport Authority Board  
 Albany International Airport  
 37 Albany Shaker Road  
 Albany, NY 12214

Dear Chairman Finkel:

It is a pleasure to extend my sincere appreciation to you and the entire Albany County Airport Authority Board for your remarkable generosity, leadership, and support of the Transportation Security Administration workforce during the recent government shutdown. I also want to express my heartfelt thanks to Chief Executive Officer Frank Soto and his leadership team for their unwavering efforts during this challenging time.

Your collaboration with the United Way of the Capital Region and the Regional Food Bank made a profound difference in the lives of our officers and their families. Through your support, our workforce received groceries and support items that helped ease some of the financial stress and uncertainty brought on by the shutdown. The generosity of corporations and civic leaders, combined with the unwavering support provided by the community of the Board and the airport's leadership team.

Many of our officers were facing very real hardship during this difficult period. The assistance provided through your efforts allowed them to feed their families, get gas to their vehicles, and keep their households stable at a time when they needed it most. The impact was immediate and significant. I hope, in the months, and years, ahead, that your efforts to remain focused, dedicated, and committed to the critical mission of protecting the traveling public.

I want you to know how much this meant to us. Your support not only helped our workforce get through a very difficult time, but it ensured that we could continue providing the highest level of security and service to the traveling public. I am confident that the stability and encouragement your efforts provided proved a key role in keeping our workforce resilient, dependable, and present when it counted most.

Thank you again for your extraordinary generosity and your continued partnership. Your leadership made a lasting difference, and it will not be forgotten by the TSA officers who serve the Capital Region every day.

Sincerely,  
  
 Brian Beckwith, EMT  
 Acting Federal Security Director  
 Transportation Security Administration  
 Loudon, New York



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**CEO'S REPORT**

*Following Visit by NYS DOT Commissioner and State Lawmakers, ALB Opens Children's Play Area, Sensory Room, and Business Center*

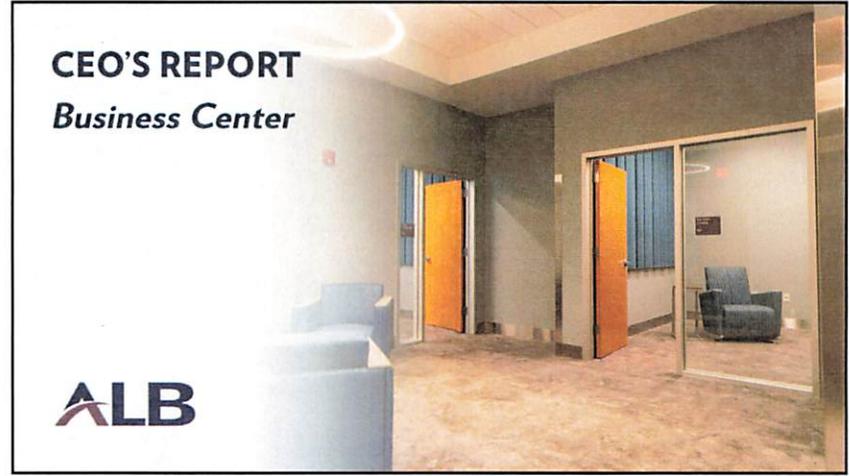


**ALB**

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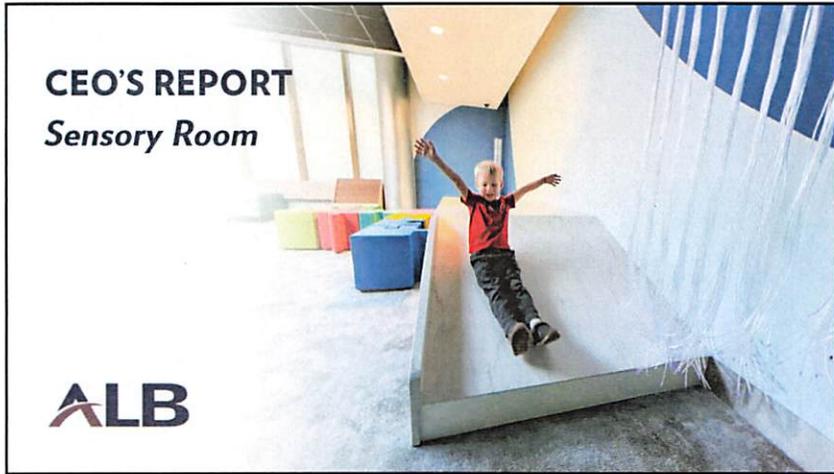
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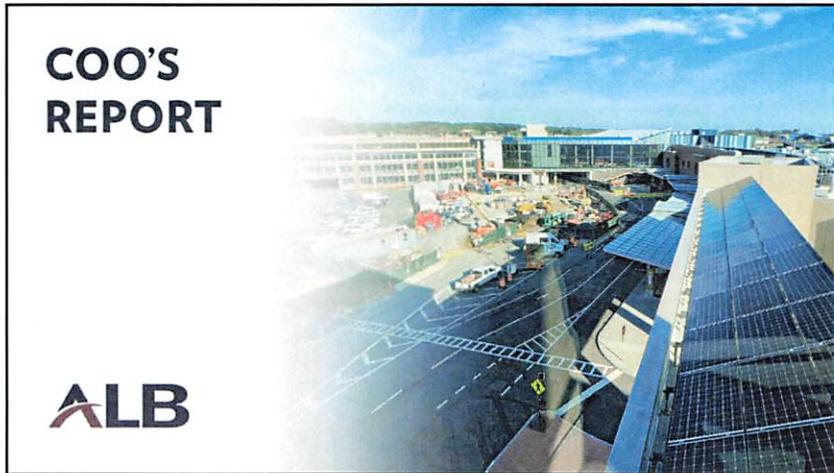
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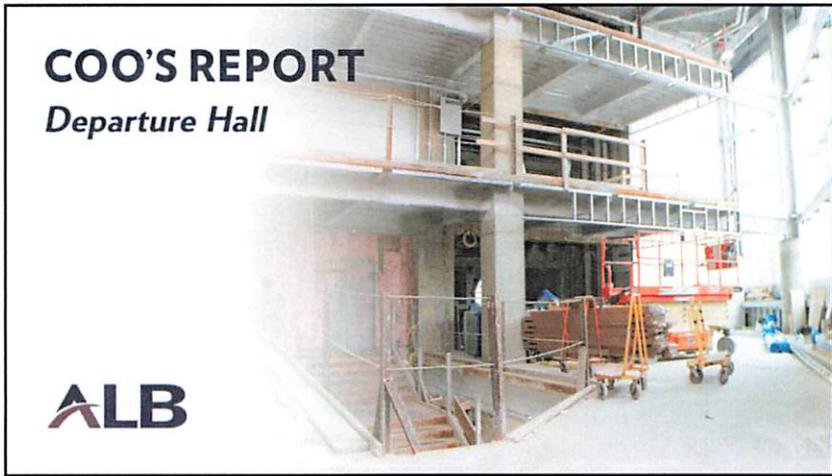
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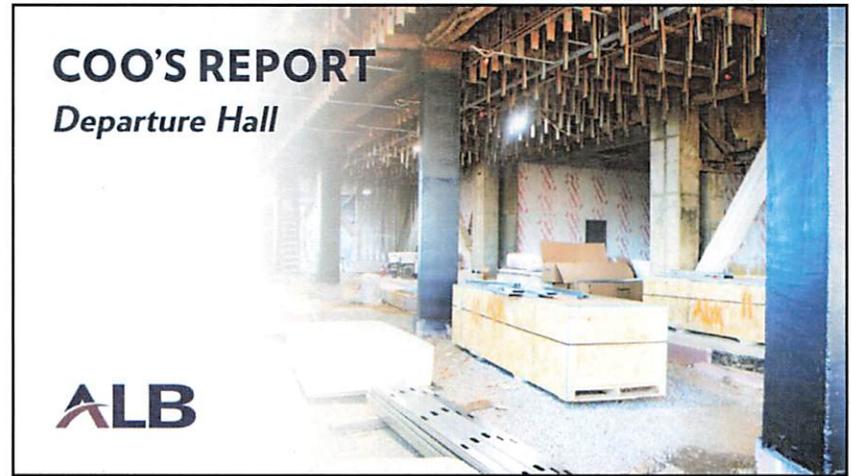
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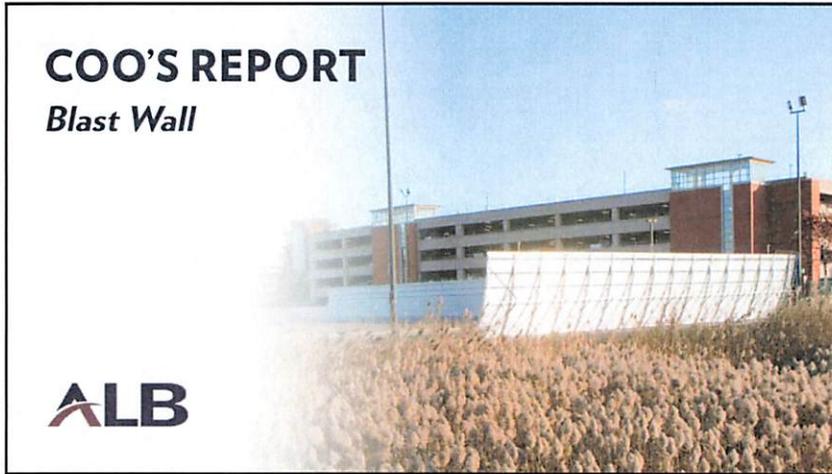
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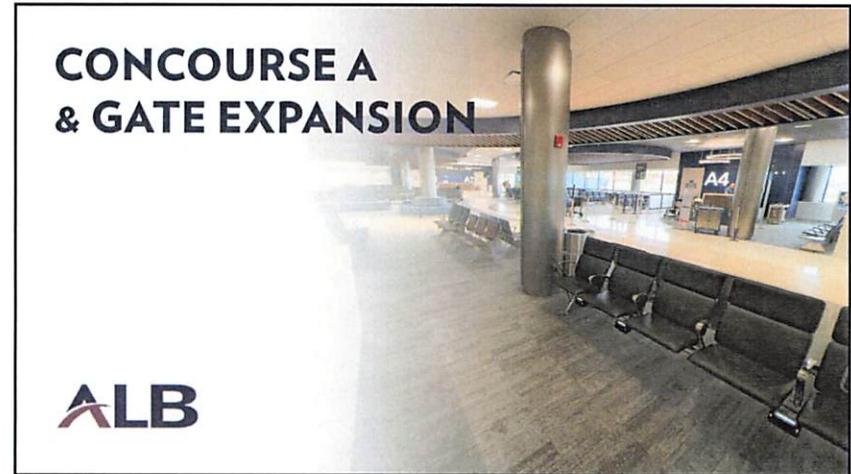
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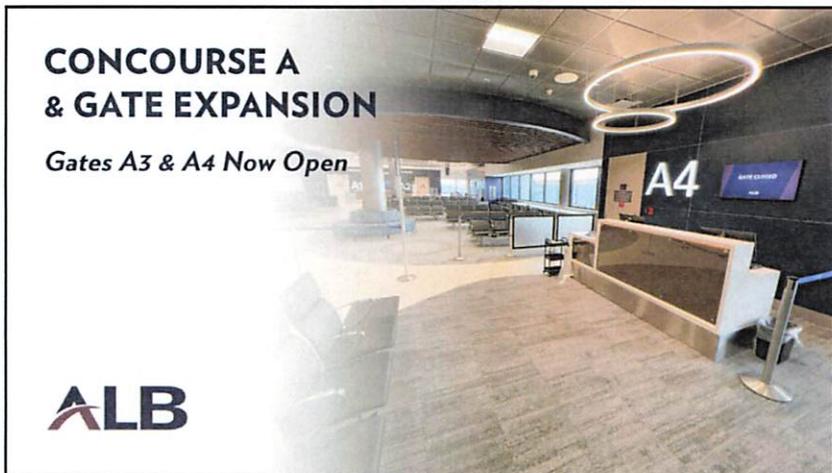
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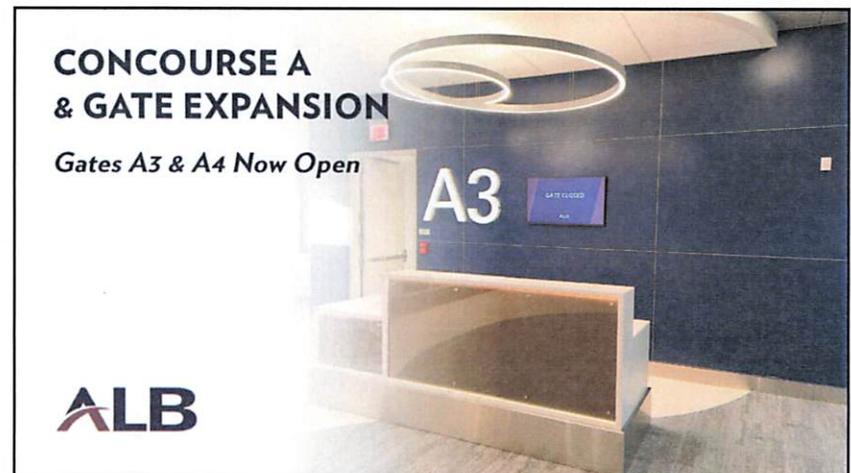
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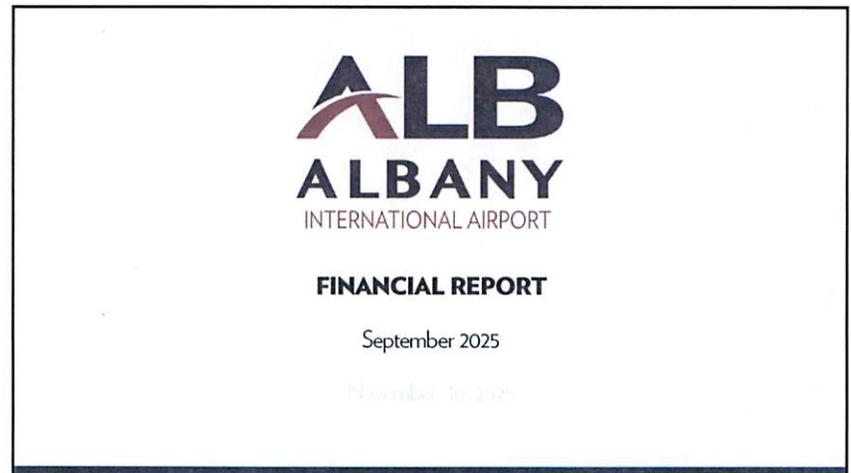
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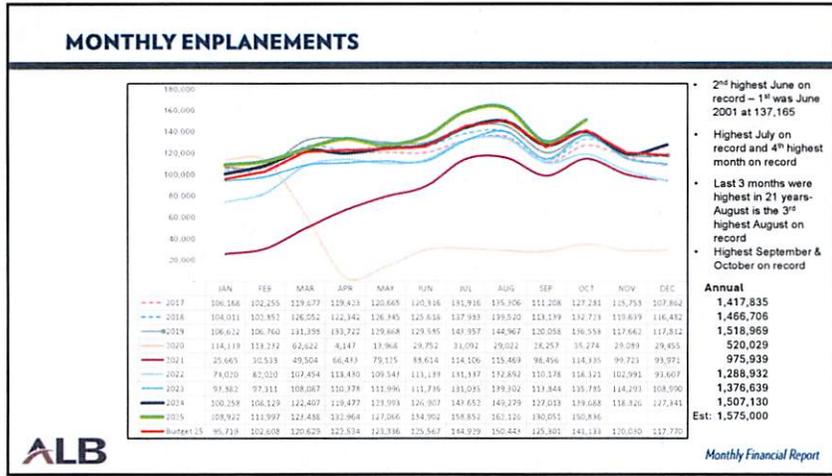
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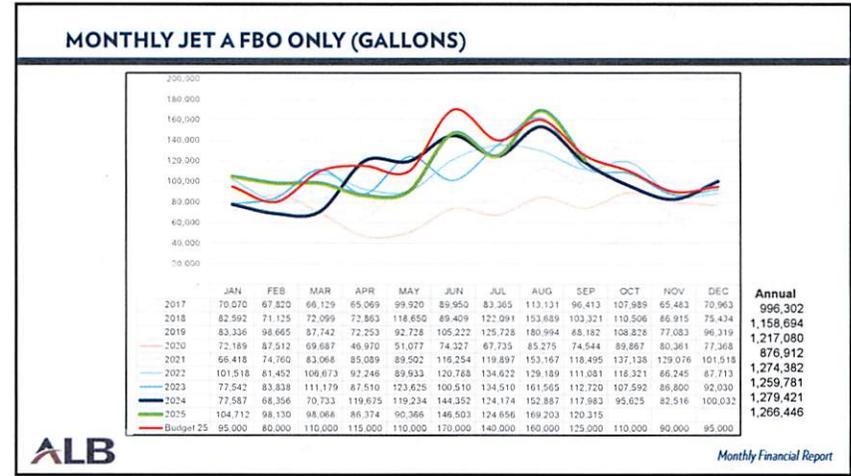
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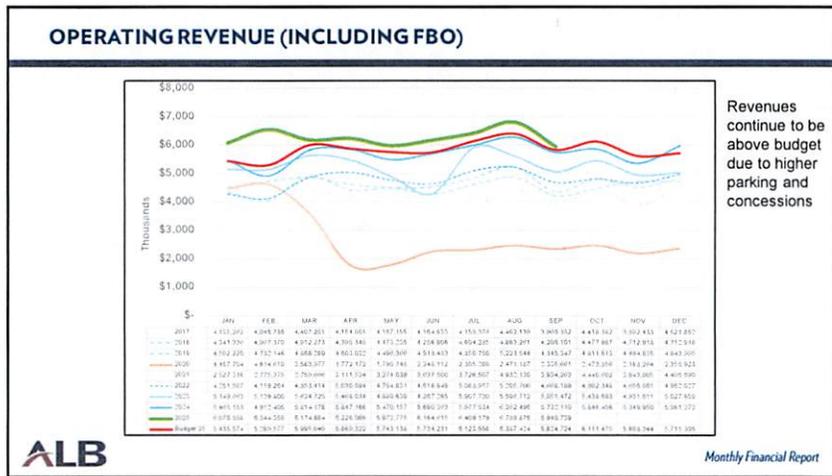
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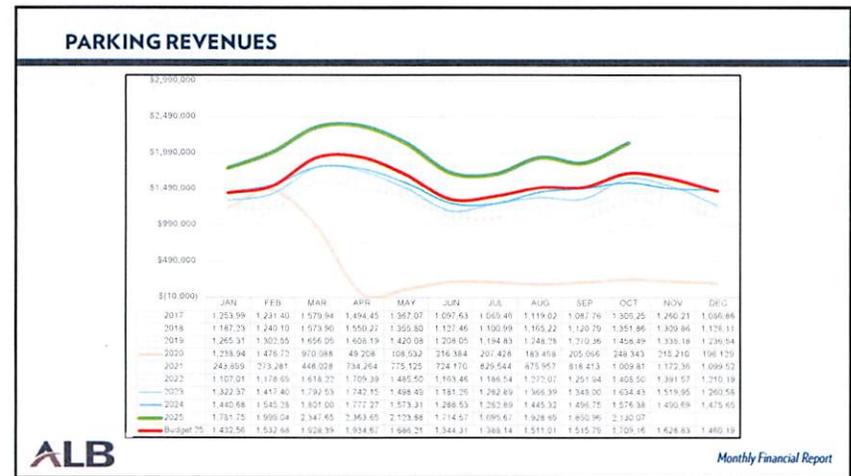
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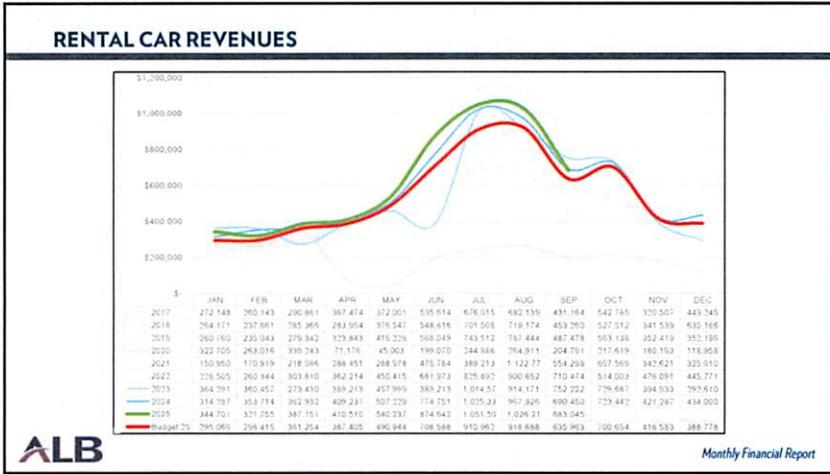
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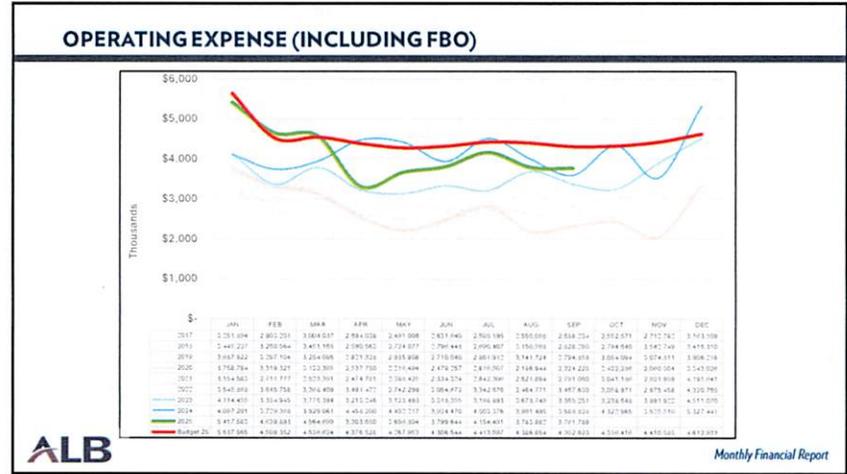
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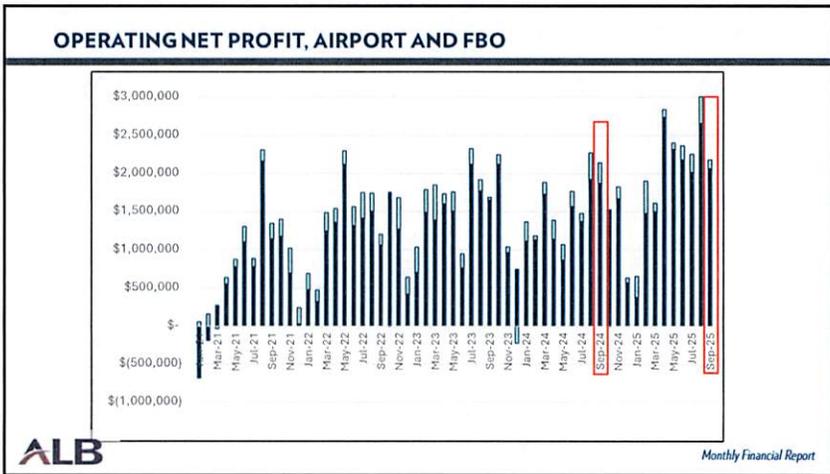
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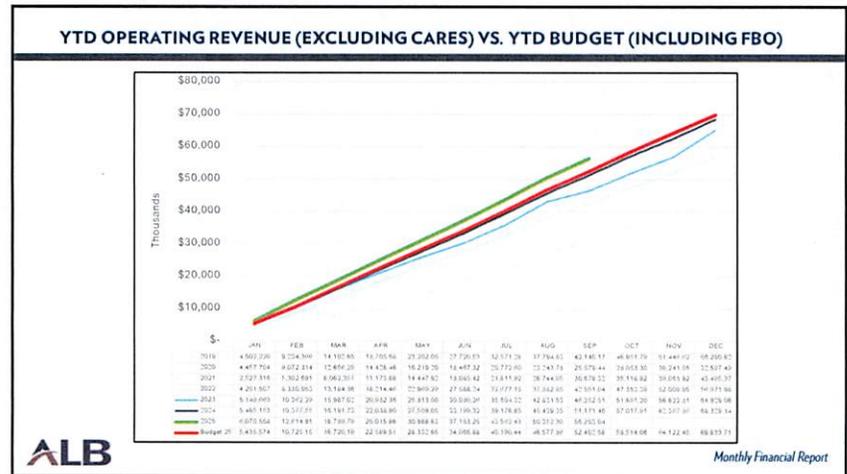
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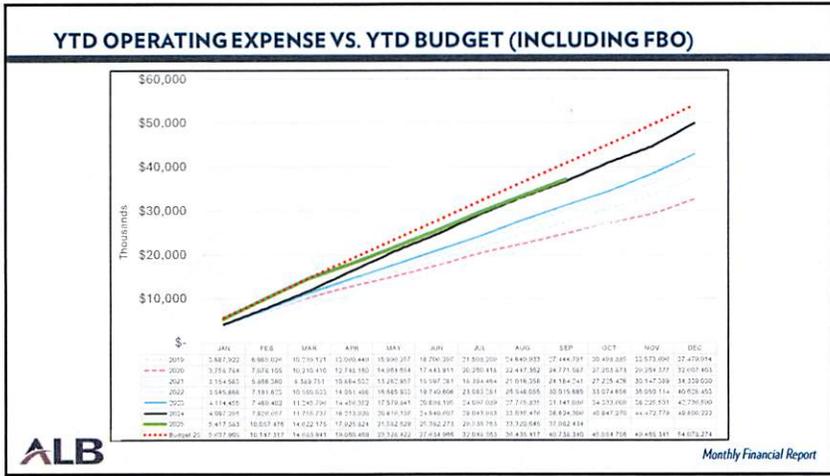
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### LINE OF CREDIT DRAWS

Line of Credit Activity		Draw Date	Amount	Repayment Date	Partial Repayment Amount	Partial Repayment Date	Partial Repayment Amount	Partial Repayment Date	Current LOC Balance
LOC Draw 01	8 Mar 24	\$	984,381.73	12 Aug 24					
LOC Draw 02	8 Mar 24		781,818.87	2 Apr 24					
LOC Draw 03	20 Mar 24		959,655.24	8 Apr 24					
LOC Draw 04	9 May 24		2,152,308.12	1 Jun 24					
LOC Draw 05	9 May 24		1,285,737.88	1 Jun 24					
LOC Draw 06	14 Jun 24		2,586,897.15	2 Oct 24					
LOC Draw 07	14 Jun 24		2,337,750.23	2 Oct 24					
LOC Draw 08	22 Aug 24		4,008,372.75	16 Oct 24					
LOC Draw 09	15 Nov 24		3,159,332.20	10 Jan 25					
LOC Draw 10	23 Dec 24		1,554,653.15		293,829.45	15 Jul 25	1,260,823.70	14 Nov 25	
LOC Draw 11	16 Jan 25		1,048,137.78		197,531.03	15 Jul 25	847,606.72	14 Nov 25	
LOC Draw 11	16 Jan 25		1,667,590.47	27 Mar 25					
LOC Draw 12	27 Feb 25		875,236.80		165,419.76	15 Jul 25	709,817.04	14 Nov 25	
LOC Draw 12	27 Feb 25		1,342,431.04	18 Apr 25					
LOC Draw 13	5 Mar 25		1,104,260.22	18 Apr 25					
LOC Draw 13	5 Mar 25		1,368,011.17	18 Apr 25					
LOC Draw 14	28 Apr 25		618,447.81		116,886.64	15 Jul 25	501,561.17	14 Nov 25	
LOC Draw 14	28 Apr 25		579,232.10	2 Jun 25					
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LOC Draw 15	12 May 25		637,919.29		177,266.73	15 Jul 25	460,652.50	14 Nov 25	
LOC Draw 16	28 May 25		896,225.85		896,225.85	15 Jul 25			
LOC Draw 16	28 May 25		1,099,420.41				1,099,420.41	14 Nov 25	
LOC Draw 17	23 Jun 25		326,569.42	4 Sep 25					
LOC Draw 17	23 Jun 25		1,442,159.62				1,442,159.62	14 Nov 25	
LOC Draw 18	4 Aug 25		448,729.65	30 Oct 25					
LOC Draw 18	4 Aug 25		2,451,014.98				2,451,014.98	14 Nov 25	
LOC Draw 19	22 Sep 25		502,138.85						502,138.85
LOC Draw 19	22 Sep 25		1,712,359.32				1,712,359.32	14 Nov 25	
LOC Draw 19	22 Sep 25		1,547,250.22				1,547,250.22	14 Nov 25	
Outstanding									<b>1,502,138.65</b>

**ALB** Monthly Financial Report

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### AIRLINE SCHEDULES

Albany International Airport  
Airline and Direct Market Flights  
For the week of November 16, 2025

AIRLINE	DIRECT MARKET						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Allegiant	2	4	1		2	4	
American	14	15	13	13	15	15	15
Avelo	1	2		2	1		
Breeze	1		1	1	1	1	1
Delta	9	9	9	9	9	9	6
Jet Blue	2	2	2	2	3	3	
Southwest	13	11	11	11	11	13	14
United	8	8	8	8	7	7	7
	50	51	45	44	50	52	46

DIRECT MARKET	3	3	3	3	3	3	2
Atlanta	3	3	3	3	3	3	2
Baltimore	5	5	5	5	5	5	5
Charleston							1
Charlotte	3	3	3	3	3	3	3
Charlotte/Concord	1	1					1
Chicago-Midway	2	2	2	2	2	2	2
Chicago-O'Hare	8	8	7	7	8	7	7
Dallas/Ft. Worth		1					1
Denver	1						1
Detroit	4	4	4	4	4	4	4
Fort Lauderdale	1	1	1	1	1	1	2
Las Vegas	1	1	1	1	1	1	1
Myrtle Beach							1
Nashville	1	2	1	1	1	1	2
New York LaGuardia	2	2	2	2	2	2	1
Orlando	3	2	2	2	2	2	4
Orlando/Sanford	1						
Philadelphia	4	4	4	4	4	4	4
Punta Gorda	1	1	1	1	1	1	
Raleigh/Durham	1	1	1				2
Sarasota Bradenton		1					1
St. Petersburg							1
Tampa	1	1	1	1	1	1	1
Washington/Dulles	4	4	4	4	4	4	4
Washington/Reagan	3	3	3	3	3	3	2
	50	51	45	44	50	52	46

**ALB** Monthly Financial Report

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- ### OTHER
- #### Status of Airline Use & Lease Agreement Renewal for January 1, 2026:
- May 22, ALB Use & Lease Kickoff Meeting w Signatory Airlines
  - Jun 27, ALB Use & Lease Second Meeting
  - Jul 25, ALB Use & Lease Third Meeting
  - Aug 26, ALB Use & Lease Fourth Meeting, w 2025 Rates & Charges
  - Sep 23, ALB Use & Lease Fifth Meeting, w 2025 Rates & Charges
  - Oct 16, ALB Use & Lease Sixth Meeting
  - Nov 20, ALB Use & Lease Seventh Meeting
  - Dec 18, ALB Use & Lease Eighth Meeting
  - February 27, 2025 Meeting to discuss redline version of agreement
  - March 11, 2025 Internal meeting to discuss airline requested changes
  - July 25, 2025 Met with airlines to discuss redline version of agreement after airline suggested changes were made. Draft agreement was presented to the board in July.
  - September 23, 2025 Meeting to discuss environmental language
  - November 14, 2025 Final agreement ready to be sent to Airlines
- ALB** Monthly Financial Report

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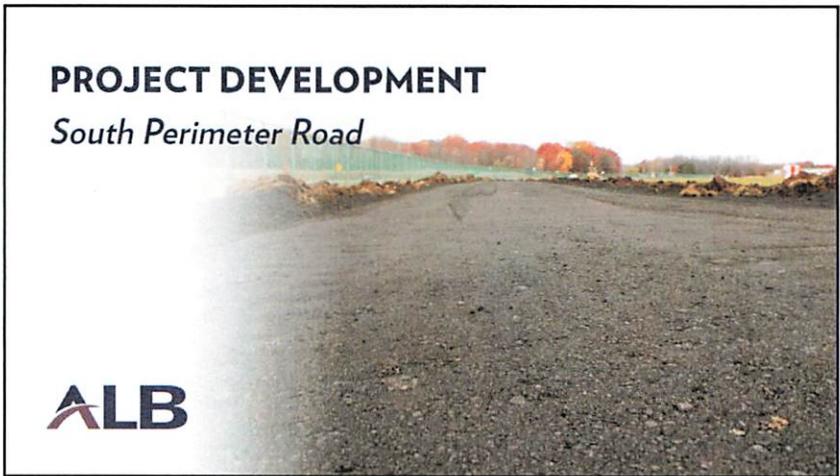
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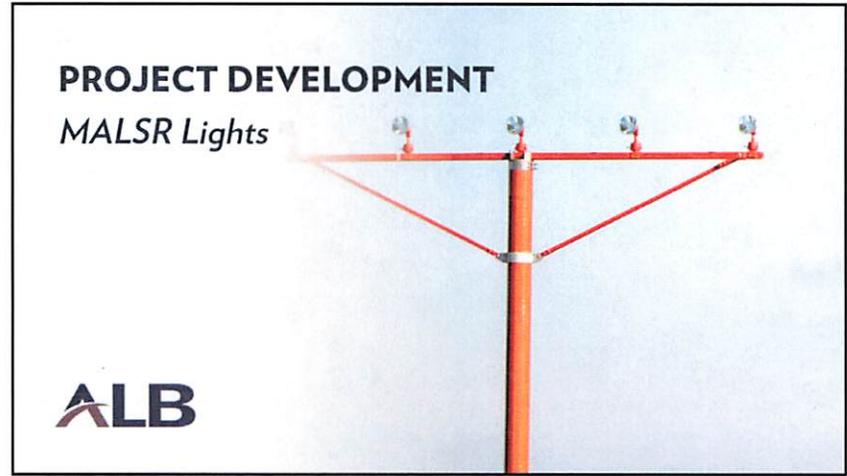
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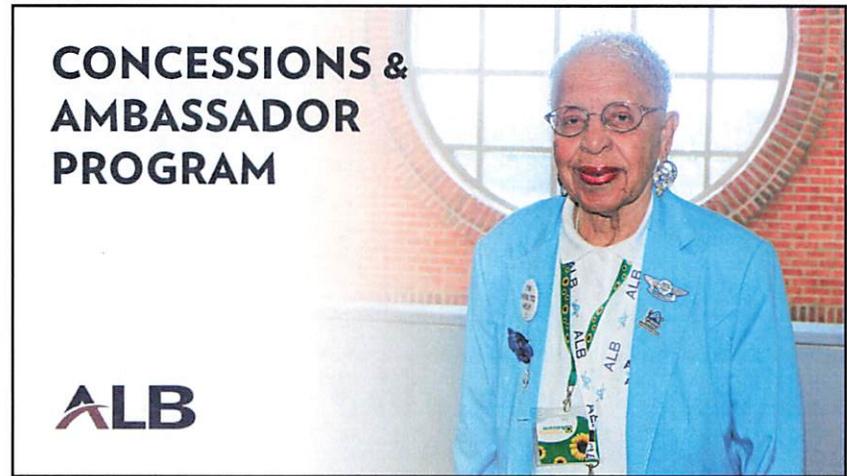
53



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# COMMUNICATIONS REPORT

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# RECENT NEWS COVERAGE

*Government Shutdown's Impact at ALB*

144 online articles since October 1, 2025

58

# RECENT NEWS COVERAGE

*Nonprofits Support Federal Workers at ALB*

59

# RECENT NEWS COVERAGE

*DOT Commissioner Tours ALB's New Public Spaces*

60

## RECENT NEWS COVERAGE

*Allegiant's New Route Between ALB and Fort Lauderdale*

**NEW ROUTE!**  
**ALBANY**  
to Fort Lauderdale

ALB ALBANY #FlyAlbany allegiant

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## SOCIAL MEDIA METRICS

October 2025

**460K**  
Reach

**547K**  
Impressions

**12,704**  
Interactions

ALB

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## SOCIAL MEDIA METRICS

October 2025

**267**  
New Followers

**23,235**  
Total Followers

ALB

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## WEBSITE TRAFFIC

October 2025

**47,778**  
Users (October 2025)

**79,701**  
Sessions (October 2025)

**147,863**  
Page Views (October 2025)

ALB albanyairport.com

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# TOP PERFORMING SOCIAL POST

More Than 60 Capital Region Veterans Visit War Memorials in Washington, DC as Honor Flight Departs from ALB

**71,159** Views  
**1,133** Interactions



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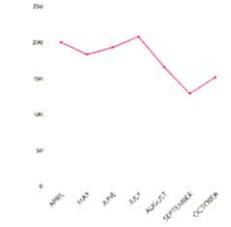
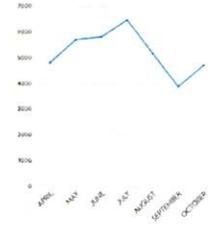
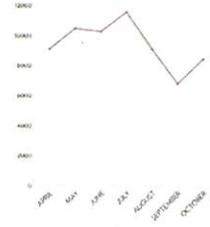
# POINTR METRICS

October 2025

**8,427** Sessions

**4,702** Devices (Users)

**152** Avg. Users Per Day



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# ART & CULTURE PROGRAM

ALBANY INTERNATIONAL AIRPORT



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**Gold Star Mothers Exhibit Relocation** located to the MVP Arena in Albany, September 18, 2025 in coordination with Albany County Veterans Service Bureau



**Exhibition Case Program, Concourse A**



**Albany County**  
7 cultural organizations, organized by Sage College, ARPA grant

**Bennington Museum**



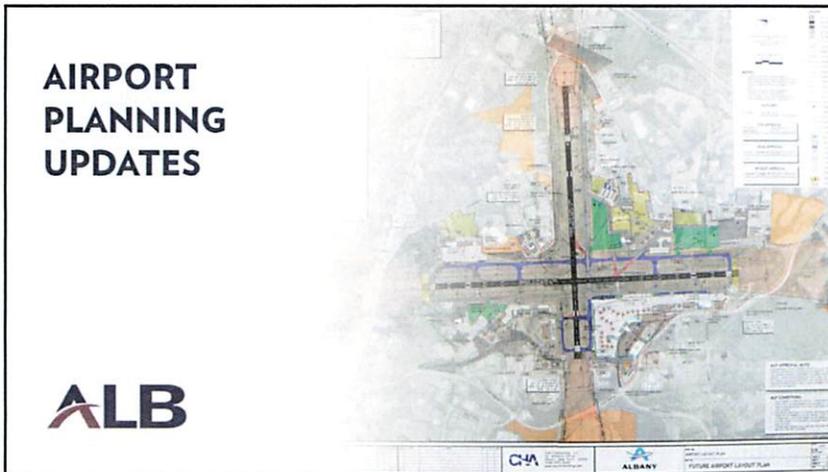
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## **AGENDA ITEM NO. 3**

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

**AGENDA ITEM NO. 4**

**Chief Operating Officer**

**AGENDA ITEM NO. 5**

**Chief Financial Officer**



Albany County Airport Authority

Monthly Financial Report

As of October 31, 2025



## October 2025 Financial Performance

### INTRODUCTION

The attached report includes the Airport's October 2025 statistical highlights, financial information, and operating information. This financial information is presented for the purposes of comparing budget to actual results and for indicating generally how revenues and expenses have compared to budgeted revenues and expenses through October 2025. The financial information presented herewith is prepared on the Albany County Airport Authority's budgetary basis of accounting. The information provided in this report does not include a forecast of the effects of the final settlement based upon the calculation provided for in the Airport Use and Lease Agreement, which expires December 31, 2025, or make any provision for accrual of funds owed to or from the Signatory Airlines. *This report includes preliminary operating and performance statistics and financial forecasts based upon the budgetary basis of accounting estimates that involve uncertainties that could result in actual financial results differing materially from preliminary estimates.* This report is divided into the following sections: Statistical Information, Financial Information, Airline Rates & Charges, Airport Revenues, Combined Management Expenses, Other Revenues and Expenses, Airline Incentives, Million Air FBO Operations, Line of Credit, Federal (FAA) & State Grants and Employee Counts.

### STATISTICAL INFORMATION

Below are the key performance indicators for ALB through October 31:

		2025 Budget	2025 Actual	Budget Variance	2024 Actual	% Actual 2025 vs. 2024
Enplanements	Current Month	141,133	150,836	6.9%	139,688	8.0%
	Year-to-Date	1,252,200	1,341,204	7.1%	1,260,803	6.4%
Aircraft Seats	Current Month		175,334		163,469	7.3%
	Year-to-Date		1,629,736		1,482,849	9.9%
Load Factor	Current Month		86%		85%	0.7%
	Year-to-Date		82%		85%	-3.2%
Aircraft Operations	Current Month	4,901	5,174	5.6%	5,249	-1.4%
	Year-to-Date	45,540	48,453	6.4%	47,132	2.8%
Landed Weight (1,000#)	Current Month	162,495	165,215	1.7%	151,426	9.1%
	Year-to-Date	1,508,939	1,513,521	0.3%	1,373,013	10.2%
Cargo & Mail (Tons)	Current Month	1,868	1,564	-16.3%	2,001	-21.8%
	Year-to-Date	17,076	14,698	-13.9%	15,783	-6.9%

## FINANCIAL INFORMATION

The change in unrestricted working capital has improved by \$10,360,805 since January 1, 2025. Total unrestricted cash as of October 31, 2025 is \$40,404,580, an increase of \$4,150,171 since the beginning of 2025.

	10/31/2025	12/31/2024	Change
Cash	\$40,404,580	\$36,254,409	\$ 4,150,171
Accounts Receivable	5,278,599	5,001,083	277,516
Prepaid Expenses	643,989	709,984	(65,995)
Unrestricted Assets	46,327,168	41,965,476	4,361,692
Payables from Unrestricted Assets	(2,951,444)	(9,666,459)	6,715,015
Unrestricted Working Capital	\$43,375,724	\$32,299,017	\$ 11,076,707

The summary of Revenues, Expenses and Net Results shows YTD 2025 results compared to the 2025 budgeted amounts and 2024 actual amounts. The summary shows the YTD net operating results for 2025 are more than the amount budgeted by \$8,914,213. These YTD results do not reflect the adjustments for year-end settlement or reflect other year-end adjustments for 2025 which affect the revenue sharing with the airlines.

	2025 YTD Budget	2025 YTD Actual	2024 YTD Actual	Prior Year Variance
Airport revenues	\$47,758,897	\$53,376,563	\$46,615,388	6,761,175
FBO revenues less cost of sales	6,010,572	6,424,426	6,016,798	407,628
Total operating expenses	(40,310,167)	(38,163,360)	(36,561,538)	(1,601,822)
Operating results	13,459,302	21,637,629	16,070,648	5,566,981
Other revenue and (expenses), net	(3,889,732)	(3,153,846)	(2,747,793)	(406,053)
Net results	\$ 9,569,570	\$18,483,783	\$13,322,855	
Net variances: (2025 Actual to Budget)		\$ 8,914,213		
(2025 Actual to 2024 Actual)				\$ 5,160,928

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

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

## AIRLINE RATES AND CHARGES

Airline Rates and Charges shown for 2025 are based on the adopted budget and are calculated using the formulas incorporated into the Airline Use and Lease Agreement. Final 2025 rates will be calculated in the final settlement and revenue sharing report. The signatory airlines will be billed or credited for their share of any final variance and the Authority will fund its share of any negative variance from its reserves.

## AIRPORT REVENUES

AIRPORT REVENUES for YTD 2025 are \$53,376,563 and are \$5,617,665 more than the \$47,758,897 budget to date. The main contributor to the increase is parking revenues of \$3,927,449.

FBO NET OPERATING REVENUES (revenues less cost of sales) for YTD 2025 are \$6,424,426 and are \$413,854 greater than the \$6,010,572 YTD budget. This is due to glycol revenues being higher than budget and expenses are lower than budget.

PUBLIC PARKING REVENUES for YTD 2025 total \$19,940,085 compared to \$15,226,828 in YTD 2024, a 31% increase and are \$3,927,449 higher than budgeted for 2025. Parking revenue per passenger increased from \$12.08 in YTD 2024 to \$14.87 in YTD 2025. This is due to the parking ate increase that was effective on January 1, 2025.

RENTAL CAR REVENUES for YTD 2025 total \$6,450,191 compared to \$6,129,303 in YTD 2024 and are \$744,252 more than budgeted for 2025. Rental car revenue per passenger was \$4.81 in YTD 2025 compared to \$4.86 in YTD 2024.

FOOD AND BEVERAGE REVENUES for YTD 2025 total \$1,361,601 compared to \$1,245,919 in YTD 2024 and are \$115,643 more than budgeted for 2025. Revenue per passenger was \$1.02 in YTD 2025, which is an increase from \$0.99 in YTD 2024

RETAIL REVENUES for YTD 2025 total \$920,905 compared to \$851,134 in YTD 2024 and are \$116,350 more than budgeted. Revenue per passenger was \$0.69 in YTD 2025 compared to \$0.68 in YTD 2024.

		2025 Budget	2025 Actual	Budget Variance	2024 Actual	% Actual 2025 vs. 2024
Parking	Current Month	\$ 1,712,132	\$ 2,134,490	24.7%	\$ 1,576,389	35.4%
	Year-to-Date	\$ 16,012,637	\$ 19,940,385	24.5%	\$ 15,226,828	31.0%
	YTD Rev/Enp	\$ 12.79	\$ 14.87	16.3%	\$ 12.08	23.1%
Rental Cars	Current Month	\$ 700,654	\$ 810,433	15.7%	\$ 723,442	12.0%
	Year-to-Date	\$ 5,705,940	\$ 6,450,192	13.0%	\$ 6,129,304	5.2%
	YTD Rev/Enp	\$ 4.56	\$ 4.81	5.5%	\$ 4.86	-1.1%
Food and Beverage	Current Month	\$ 133,220	\$ 155,271	16.6%	\$ 138,772	11.9%
	Year-to-Date	\$ 1,245,958	\$ 1,361,601	9.3%	\$ 1,245,919	9.3%
	YTD Rev/Enp	\$ 1.00	\$ 1.02	2.0%	\$ 0.99	2.7%
Retail	Current Month	\$ 88,403	\$ 100,288	13.4%	\$ 91,848	9.2%
	Year-to-Date	\$ 804,555	\$ 920,905	14.5%	\$ 851,134	8.2%
	YTD Rev/Enp	\$ 0.64	\$ 0.69	6.9%	\$ 0.68	1.7%

## COMBINED MANAGEMENT OPERATING EXPENSES

The airports three operating centers have combined operating expense results (including FBO cost of sales) is as follows:

	2025 YTD Budget	2025 YTD Actual	Budget Variance	2024 YTD Actual	Prior Year Variance
AvPorts	\$30,637,200	\$28,653,875	\$ (1,983,325)	\$27,164,370	\$ 1,489,505
Million Air	9,427,682	7,310,760	(2,116,922)	8,573,587	(1,262,827)
Authority	4,989,877	5,126,178	136,301	5,209,312	(83,134)
Total	<u>\$45,054,759</u>	<u>\$41,090,813</u>	<u>\$ (3,963,946)</u>	<u>\$40,947,269</u>	<u>\$ 143,544</u>
Variance			-8.8%		0.4%

## OTHER REVENUES AND EXPENSES

Other revenues and expenses when netted together for YTD 2025 are \$735,891 more than budgeted mainly due to 1) interest earnings that were \$606,002 more than budgeted and 2) the line of credit expense that was \$186,253 less than budgeted.

## AIRLINE INCENTIVES

Airline incentives paid to new entrant carriers or for new route services for YTD through October was \$525,402 compared to \$376,742 for YTD 2024.

## MILLION AIR FBO OPERATIONS

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

	2025 YTD Budget	2025 YTD Actual	Budget Variance	2024 YTD Actual	Prior Year Variance
Revenues	\$10,755,165	\$ 9,351,880	\$ (1,403,285)	\$10,402,528	\$ (1,050,648)
Cost of Sales	(4,744,592)	(2,927,453)	1,817,139	(4,385,731)	1,458,278
Net results before O & M Expenses	<u>\$ 6,010,573</u>	<u>\$ 6,424,427</u>	<u>\$ 413,854</u>	<u>\$ 6,016,797</u>	<u>\$ 407,630</u>
			6.9%		6.8%

2025 YTD Net Results before YTD Operating and Maintenance expenses were \$6,424,427, \$413,854 more than budgeted and \$40,7630 more than YTD 2024. Revenue from deicing services and hangar rental were the most significant variance from the budget amounts.

		2025 Budget	2025 Actual	Budget Variance	2024 Actual	% Actual 2025 vs. 2024
Jet A	Current Month	84,507	96,739	14.5%	95,625	1.2%
	Year-to-Date	861,119	1,135,069	31.8%	1,090,606	4.1%
AvGas	Current Month	7,097	7,785	9.7%	9,792	-20.5%
	Year-to-Date	59,522	71,327	19.8%	75,510	-5.5%
Deicing Gallons Sprayed	Current Month	271	618	128.0%	488	26.6%
	Year-to-Date	38,137	37,836	-0.8%	52,070	-27.3%
Deicing Gallons Consortium	Current Month	1,151	3,072	166.9%	421	629.7%
	Year-to-Date	42,022	51,200	21.8%	50,301	1.8%

Operating expenses, not including the cost of retail sales, for YTD 2025 were \$299,783 less than budgeted. A statement of FBO Results is included.

## LINE OF CREDIT

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

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

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

## FEDERAL (FAA) & NYS DOT GRANTS

The Authority accepts various FAA and NYS DOT grants to fund capital improvements at the Airport. Below is the status of the current grants as of October 31, 2025:

FAA Grants:	FAA Grant #	Grant Amount	Balance
Conduct an Airport Master Plan Study	141-2020	\$ 751,154	\$ -
Acquire Snow Removal Equipment	147-2021	\$ 1,537,635	\$ 582,999
American Rescue Plan Act (ARPA)	148-2022	\$12,113,224	\$12,113,224
Rehabilitate Rwy 10/28 & Taxiway C	150-2022	\$ 7,144,824	\$ -
Replace ATCT HVAC & Roof	151-2023	\$ 2,000,000	\$ 228,206
Reconstruct Terminal A & 2 PBBs	152-2024	\$10,600,000	\$ 1,336,944
Rehabilitate Rwy 1/19 & Perimeter Road	153-2024	\$ 9,326,858	\$ 2,671,206
Reconstruct 60,000 of Existing Terminal	154-2025	\$21,915,184	\$21,915,184
Reconstruct General Aviation Apron	155-2025	\$12,936,210	\$12,936,210

New York State DOT Grants:	State Grant #	Grant Amount	Balance
Rehabilitate Rwy 10/28 & Taxiway C	1A00.30	\$ 357,241	\$ 357,241
Replace ATCT HVAC & Roof	1A00.31	\$ 52,632	\$ 52,632
Rehabilitate Rwy 1/19 & Perimeter Road	TBD	\$ 518,159	\$ 518,159
Rehabilitate Elevators	1A00.94	\$ 1,612,560	\$ 1,612,560
Terminal Expansion Connector	1A00.95	\$60,000,000	\$21,974,080

## EMPLOYEE COUNTS

	2025											Budget vs. Oct-25
	Budget	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	
<b>AvPorts:</b>												
Airfield	30	20	18	19	20	20	20	20	19	19	21	9
Terminal	41	36	35	35	35	36	35	34	34	33	32	9
Loading Bridges	3	3	3	3	3	3	3	3	3	3	3	-
Parking	33	26	27	25	25	24	24	27	27	28	28	6
Curbside Security	3	4	4	4	4	4	4	4	4	4	4	(1)
ARFF	26	24	24	24	24	26	26	26	26	25	25	1
Operations	22	18	18	17	17	16	16	15	15	13	13	9
Vehicles & Equipment	12	10	10	9	9	9	9	9	9	9	9	3
Administration	10	11	9	8	7	7	7	7	7	7	7	3
<b>Total AvPorts Positions</b>	<b>179</b>	<b>151</b>	<b>148</b>	<b>144</b>	<b>144</b>	<b>145</b>	<b>143</b>	<b>144</b>	<b>143</b>	<b>140</b>	<b>141</b>	<b>38</b>
<b>Million Air:</b>												
Commercial	11	11	11	11	11	11	11	11	11	11	10	1
General Aviation	22	21	21	22	21	22	21	21	21	22	22	-
Administration	5	4	4	4	4	4	4	4	4	4	4	1
<b>Total Million Air Positions</b>	<b>38</b>	<b>36</b>	<b>36</b>	<b>37</b>	<b>36</b>	<b>37</b>	<b>36</b>	<b>36</b>	<b>36</b>	<b>37</b>	<b>36</b>	<b>2</b>
<b>Authority Positions</b>	<b>22</b>	<b>17</b>	<b>17</b>	<b>20</b>	<b>20</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>20</b>	<b>20</b>	<b>2</b>
<b>Total Positions</b>	<b>239</b>	<b>204</b>	<b>201</b>	<b>201</b>	<b>200</b>	<b>203</b>	<b>200</b>	<b>201</b>	<b>200</b>	<b>197</b>	<b>197</b>	<b>42</b>

**Albany International Airport**  
**Airline and Direct Market Flights**  
For the week of December 14, 2025

<u>AIRLINE</u>	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Allegiant	2	4	1		2	5	4
American	13	13	12	12	14	14	13
Avelo	2	1			2	1	
Breeze	1		1	2	1		2
Delta	9	9	9	9	9	9	7
Jet Blue	2	2	2	2	3	3	3
Southwest	13	11	11	11	13	13	14
United	7	7	7	7	7	7	7
	49	47	43	43	51	52	50

<u>DIRECT MARKET</u>	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Atlanta	3	3	3	3	3	3	3
Baltimore	5	5	5	5	5	5	5
Charleston				1			1
Charlotte	3	3	3	3	3	3	3
Charlotte/Concord	1	1			1	1	
Chicago-Midway	2	2	2	2	2	2	2
Chicago-O'Hare	6	6	5	5	6	6	5
Dallas/Ft. Worth					1	1	1
Denver	1				1	1	1
Detroit	4	4	4	4	4	4	3
Fort Lauderdale	1	1	1	1	2	2	3
Ft. Myers							1
Las Vegas	1	1	1	1	1	1	1
Miami							1
Myrtle Beach		1				1	1
Nashville	1	2	1	1	1	2	2
New York LaGuardia	2	2	2	2	2	2	1
Orlando	3	2	2	2	3	3	3
Orlando/Sanford	1				1		
Philadelphia	4	4	4	4	4	4	4
Punta Gorda	1		1		1	1	1
Raleigh Durham	2		1	1	2		
Sarasota Bradenton		1				1	
St. Petersburg		1				1	1
Tampa	1	1	1	1	1	1	1
Washington/Dulles	4	4	4	4	4	4	4
Washington/Reagan	3	3	3	3	3	3	2
	49	47	43	43	51	52	50

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

	<u>Unaudited</u> <u>October 31, 2025</u>	<u>Unaudited</u> <u>October 31, 2024</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Unrestricted Assets		
Cash and Cash Equivalents	\$8,683,611	\$8,329,504
Development Fund	31,720,969	27,738,827
Accounts Receivable	2,794,697	2,285,493
Leases	2,483,902	2,722,345
Prepaid Expenses	643,989	770,148
<b>Total Unrestricted Assets</b>	<b>46,327,168</b>	<b>41,846,317</b>
Restricted Assets		
Operating and Renewal Reserves	9,822,598	9,339,162
CFC Funds	503,980	484,190
Capital Funds	16,940,573	4,156,499
PFC Funds	4,365,641	7,965,580
Revenue Bond Funds	14,758,304	15,045,388
FAA Restricted Funds	228,387	219,419
Concession Improvement Funds	782,930	752,186
<b>Total Restricted Assets</b>	<b>47,402,413</b>	<b>37,962,424</b>
<b>Total Current Assets</b>	<b>93,729,581</b>	<b>79,808,741</b>
<b>NON-CURRENT ASSETS</b>		
Capital Assets	340,765,957	297,117,199
Lease Receivable	13,832,941	16,969,066
Prepaid Expenses	163,361	178,797
<b>Total Non-Current Assets</b>	<b>354,762,259</b>	<b>314,265,062</b>
<b>Total Assets</b>	<b>448,491,840</b>	<b>394,073,803</b>
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
Refunding	386,207	638,650
OPEB Expenses	622,429	906,998
Pension Expenses	930,867	1,063,610
<b>Total Deferred Outflows of Resources</b>	<b>1,939,503</b>	<b>2,609,258</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS</b>	<b>450,431,343</b>	<b>396,683,061</b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Payable from Unrestricted Assets	2,951,444	3,125,154
Payable from Restricted Assets	33,738,279	18,234,794
<b>Total Current Liabilities</b>	<b>36,689,723</b>	<b>21,359,948</b>
<b>NON-CURRENT LIABILITIES</b>		
Bonds and other debt obligations	42,683,796	51,326,409
Net OPEB Liability	5,964,328	6,526,241
Net Pension Liability - proportionate share	949,730	1,315,697
<b>Total Non-Current Liabilities</b>	<b>49,597,854</b>	<b>59,168,347</b>
<b>Total Liabilities</b>	<b>86,287,577</b>	<b>80,528,295</b>
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>		
Concession Improvement Funds	1,180,325	1,031,046
OPEB Expenses	725,677	766,596
Pension Expenses	379,064	75,313
Leases	15,194,017	18,721,114
<b>Total Deferred Inflows of Resources</b>	<b>17,479,083</b>	<b>20,594,069</b>
<b><u>NET POSITION</u></b>		
Invested in Capital Assets, net of Related Debt	269,763,259	233,481,309
Restricted	41,586,314	31,923,576
Unrestricted	35,315,110	30,155,812
<b>Net Position</b>	<b>346,664,683</b>	<b>295,560,697</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION</b>	<b>\$ 450,431,343</b>	<b>\$ 396,683,061</b>

**Albany County Airport Authority**  
**2025 Summary of Revenues, Expenses and Net Results**  
**For the ten months ended October 31, 2025**

	2025	September 2025				September 2024 YTD Unaudited	2025 Actual/ Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD	Variance %		
<b>AIRPORT OPERATING REVENUES</b>							
Airline	\$ 17,438,116	\$ 17,302,483	\$ 17,874,862	\$ 572,379	3.3%	\$ 16,561,107	7.9%
Non-Airline	36,087,292	30,456,414	35,501,701	5,045,286	16.6%	30,054,281	18.1%
<b>Total Revenues</b>	<b>53,525,408</b>	<b>47,758,897</b>	<b>53,376,563</b>	<b>5,617,665</b>	<b>11.8%</b>	<b>46,615,388</b>	<b>14.5%</b>
<b>AIRPORT OPERATING EXPENSES</b>							
Personal Services	13,946,659	11,622,216	10,586,081	(1,036,135)	-8.9%	10,319,413	2.6%
Employee Benefits	6,655,075	5,557,191	5,205,243	(351,948)	-6.3%	4,884,477	6.6%
Utilities & Communications	2,903,498	2,419,582	2,254,937	(164,645)	-6.8%	1,961,290	15.0%
Purchased Services	10,162,173	8,598,228	8,447,493	(150,735)	-1.8%	8,427,123	0.2%
Material & Supplies	6,054,576	4,864,030	5,114,585	250,555	5.2%	4,429,823	15.5%
Office	1,166,388	973,407	859,090	(114,316)	-11.7%	730,104	17.7%
Administration	992,307	833,256	855,238	21,982	2.6%	1,265,483	-32.4%
Non-Capital Equipment	911,000	759,167	457,386	(301,781)	-39.8%	355,969	28.5%
<b>Total Expenses</b>	<b>42,791,676</b>	<b>35,627,077</b>	<b>33,780,053</b>	<b>(1,847,023)</b>	<b>-5.2%</b>	<b>32,373,682</b>	<b>4.3%</b>
<b>AIRPORT OPERATING RESULTS</b>	<b>10,733,732</b>	<b>12,131,820</b>	<b>19,596,510</b>	<b>7,464,688</b>	<b>61.5%</b>	<b>14,241,706</b>	<b>37.6%</b>
<b>FBO OPERATING RESULTS</b>	<b>1,602,831</b>	<b>1,327,482</b>	<b>2,041,119</b>	<b>713,637</b>	<b>53.8%</b>	<b>1,828,941</b>	<b>11.6%</b>
<b>TOTAL OPERATING RESULTS</b>	<b>12,336,563</b>	<b>13,459,302</b>	<b>21,637,629</b>	<b>8,178,325</b>	<b>60.8%</b>	<b>16,070,647</b>	<b>34.6%</b>
<b>OTHER REVENUES (EXPENSES)</b>							
Interest Earnings	1,700,000	1,416,667	2,022,664	605,997	42.8%	2,298,085	-12.0%
Passenger Facility Charges	3,641,472	3,034,560	3,034,560	-	0.0%	3,034,560	0.0%
ACAA Debt Service	(9,916,250)	(8,263,542)	(8,263,542)	-	0.0%	(8,277,850)	-0.2%
Insurance Recoveries	-	-	-	-	0.0%	32,201	-100.0%
Line of Credit Interest	(600,000)	(500,000)	(313,747)	186,253	-37.3%	(192,785)	0.0%
Grant Income	138,700	115,583	59,219	(56,364)	-48.8%	50,996	16.1%
Improvement Charges	368,400	307,000	307,000	-	0.0%	307,000	0.0%
<b>Total Other Revenues(Expenses)</b>	<b>(4,667,678)</b>	<b>(3,889,732)</b>	<b>(3,153,846)</b>	<b>735,886</b>	<b>-18.9%</b>	<b>(2,747,793)</b>	<b>14.8%</b>
<b>INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS</b>	<b>7,668,885</b>	<b>9,569,570</b>	<b>18,483,783</b>	<b>8,914,211</b>	<b>93.2%</b>	<b>13,322,854</b>	<b>38.7%</b>
<b>AIRLINE INCENTIVES</b>	<b>(400,000)</b>	<b>(333,333)</b>	<b>(525,402)</b>	<b>(192,069)</b>	<b>57.6%</b>	<b>(376,742)</b>	<b>39.5%</b>
<b>CAPITAL CONTRIBUTIONS</b>	<b>-</b>	<b>-</b>	<b>22,922,053</b>	<b>22,922,053</b>	<b>0.0%</b>	<b>11,896,498</b>	<b>0.0%</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>\$ 7,268,885</b>	<b>\$ 9,236,237</b>	<b>\$ 40,880,434</b>	<b>31,644,197</b>	<b>342.6%</b>	<b>24,842,610</b>	<b>64.6%</b>
<b>NET POSITION, BEGINNING OF PERIOD</b>			<b>305,784,249</b>			<b>270,718,087</b>	
<b>NET POSITION, END OF PERIOD</b>			<b>\$ 346,664,683</b>			<b>\$ 295,560,697</b>	
<b>RECONCIATION TO AIRLINE FUNDS REMAINING:</b>							
<b>NET RESULTS BEFORE CAPITAL CONTRIBUTION</b>	7,668,885	9,569,570	18,483,783	8,914,211	93.2%	13,322,854	38.7%
Less: Capital Improvements	(4,044,255)	(3,370,213)	(3,370,213)	-	0.0%	(2,870,715)	17.4%
Less: Reserve Requirements	(650,670)	(542,225)	(542,225)	-	0.0%	(714,428)	-24.1%
<b>NET RESULTS</b>	<b>2,973,960</b>	<b>5,657,133</b>	<b>14,571,346</b>	<b>8,914,211</b>	<b>157.6%</b>	<b>9,737,712</b>	<b>49.6%</b>
Revenue Sharing:							
Transfer to/from Airlines (50%)	1,486,980	2,828,566	7,285,673	4,457,106	157.6%	4,868,856	49.6%
Authority Share (50%)	1,486,980	2,828,566	7,285,673	4,457,106	157.6%	4,868,856	49.6%
Less: Airline Incentives	(400,000)	(333,333)	(525,402)	(192,069)	57.6%	(376,742)	39.5%
<b>Net Authority Share</b>	<b>\$ 1,086,980</b>	<b>\$ 2,495,233</b>	<b>\$ 6,760,271</b>	<b>\$ 4,265,037</b>	<b>170.9%</b>	<b>\$ 4,492,114</b>	<b>50.5%</b>

**Albany County Airport Authority**  
**Operating Revenues**  
**For the ten months ended October 31, 2025**

	2025	September 2025			September 2024 YTD Unaudited	2025 Actual/ Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD		
<b>AIRLINE REVENUES</b>						
<b>COMMERCIAL</b>						
Landing Fees-Signatory	\$ 6,986,385	\$ 6,353,761	\$ 7,169,846	\$ 816,085	12.84%	\$ 7,459,201 -3.88%
Landing Fees-Non Signatory	47,680	39,733	0	(39,733)	-100.00%	0 0.00%
Airline Apron Fees	1,005,383	837,819	836,532	(1,288)	-0.15%	760,865 9.94%
Glycol Disposal Fee	301,436	251,197	262,301	11,105	4.42%	229,717 14.18%
<b>CARGO</b>						
Landing Fees-Signatory	949,230	750,722	626,071	(124,651)	-16.60%	719,429 -12.98%
Landing Fees-Non Signatory	0	0	0	0	0.00%	3,612 -100.00%
<b>TERMINAL</b>						
Loading Bridges	897,387	747,823	694,407	(53,416)	-7.14%	707,951 -1.91%
Space Rental	7,241,615	8,313,928	8,218,247	(95,681)	-1.15%	6,675,636 23.11%
Non-Signatory Per Tum Fee	9,000	7,500	67,458	59,958	799.43%	4,695 1336.80%
<b>TOTAL AIRLINE REVENUES</b>	<b>17,438,116</b>	<b>17,302,483</b>	<b>17,874,862</b>	<b>572,379</b>	<b>3.31%</b>	<b>16,561,107 7.93%</b>
<b>NON-AIRLINE REVENUES</b>						
<b>AIRFIELD</b>						
Tenant Maintenance	30,000	25,000	34,394	9,394	37.58%	48,394 -28.93%
<b>Total Airfield</b>	<b>30,000</b>	<b>25,000</b>	<b>34,394</b>	<b>9,394</b>	<b>37.58%</b>	<b>48,394 -28.93%</b>
<b>TERMINAL</b>						
Utility Reimbursement	36,920	30,767	35,592	4,825	15.68%	30,498 16.70%
Tenant Maintenance	20,559	17,133	22,036	4,903	28.62%	26,820 -17.84%
Space Rent - Non Airline	199,247	166,039	206,155	40,116	24.16%	164,683 25.18%
Space Rent - Fixed Non Airline	565,568	471,307	471,295	(12)	0.00%	471,295 0.00%
Food & Beverage	1,490,000	1,245,958	1,361,601	115,643	9.28%	1,245,918 9.28%
Retail	953,600	804,555	920,904	116,350	14.46%	851,133 8.20%
Advertising	0	0	0	0	0.00%	(4,300) -100.00%
ATM	14,598	12,165	12,030	(135)	-1.11%	12,143 -0.93%
Operating Permits	348,420	290,350	342,468	52,118	17.95%	318,139 7.65%
Vending Machines	14,900	12,417	17,806	5,389	43.40%	10,712 66.23%
Baggage Cart Rentals	14,900	12,417	14,007	1,591	12.81%	13,677 2.41%
<b>Total Terminal</b>	<b>3,658,712</b>	<b>3,063,106</b>	<b>3,403,895</b>	<b>340,788</b>	<b>11.13%</b>	<b>3,140,719 8.38%</b>
<b>GROUND TRANSPORTATION</b>						
Parking	19,107,600	16,012,636	19,940,085	3,927,449	24.53%	15,226,828 30.95%
Rental Cars	6,511,300	5,705,940	6,450,191	744,252	13.04%	6,129,303 5.24%
Access Fees	238,166	198,472	65,005	(133,466)	-67.25%	133,200 -51.20%
TNCs	368,030	306,692	403,437	96,746	31.54%	321,340 25.55%
Garage Space Rent	89,702	74,752	73,882	(869)	-1.16%	71,876 2.79%
Garage Kiosk Rent	21,600	18,000	18,000	0	0.00%	18,000 0.00%
<b>Total Ground Transportation</b>	<b>26,336,398</b>	<b>22,316,490</b>	<b>26,950,601</b>	<b>4,634,111</b>	<b>20.77%</b>	<b>21,900,547 23.06%</b>
<b>OTHER AIRPORT</b>						
Telephone System - Tenants	49,032	40,860	37,961	(2,899)	-7.10%	42,144 -9.92%
Building Rental	76,965	64,138	62,684	(1,454)	-2.27%	63,835 -1.80%
Control Tower Rental	806,376	671,980	658,872	(13,108)	-1.95%	658,872 0.00%
Air Cargo Facility	1,341,818	1,118,182	1,096,147	(22,035)	-1.97%	1,096,276 -0.01%
State Executive Hangar	1,247,083	1,039,236	1,039,236	0	0.00%	1,039,236 0.00%
T Hangars	176,328	146,940	132,634	(14,306)	-9.74%	138,914 -4.52%
Tie Downs	1,586	1,322	2,281	959	72.57%	1,361 67.56%
Industrial Park	617,937	514,948	551,790	36,843	7.15%	512,783 7.61%
Land Rental	363,074	302,562	343,497	40,936	13.53%	346,369 -0.83%
Hangar Rental	950,492	792,077	807,817	15,741	1.99%	765,544 5.52%
Antenna Space Rental	112,473	93,728	70,440	(23,288)	-24.85%	69,338 1.59%
Internet and Cable Access	2,660	2,217	2,550	333	15.04%	2,550 0.00%
Fingerprinting	39,000	32,500	40,308	7,808	24.02%	39,377 2.36%
Tenant Maintenance	2,000	1,667	0	(1,667)	-100.00%	0 0.00%
Purchasing Proposals	0	0	20	20	0.00%	0 0.00%
Ebay/Scrap/Equipment Sales	5,000	4,167	31,918	27,751	666.03%	10,057 217.37%
Utility Reimbursement	165,000	137,500	161,516	24,016	17.47%	120,533 34.00%
Reimbursement of Property Taxes	25,357	21,131	45,226	24,095	114.03%	39,244 15.24%
Other	80,000	66,667	27,914	(38,752)	-58.13%	18,189 53.47%
<b>Total Other Airport</b>	<b>6,062,181</b>	<b>5,051,818</b>	<b>5,112,811</b>	<b>60,993</b>	<b>1.21%</b>	<b>4,964,622 2.98%</b>
<b>TOTAL NON AIRLINE REVENUES</b>	<b>36,087,292</b>	<b>30,456,414</b>	<b>35,501,701</b>	<b>5,045,286</b>	<b>16.57%</b>	<b>30,054,281 18.13%</b>

**Albany County Airport Authority**  
**FBO Results**  
For the ten months ended October 31, 2025

	2025	September 2025				September 2024 YTD Unaudited	2025 Actual/ Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD	Variance %		
<b>REVENUES</b>							
<b>Retail Fuel</b>							
Jet A Fuel Sales	\$ 7,450,000	\$ 6,415,334	\$ 4,176,185	\$ (2,239,149)	-34.90%	\$ 5,507,580	-24.17%
AvGas Fuel Sales	424,350	366,060	389,564	23,504	6.42%	441,051	-11.67%
Commercial AvGas Fuel Sales	20,000	16,667	11,711	(4,956)	-29.73%	15,213	-23.02%
Auto & Diesel Fuel Sales	295,000	245,833	203,590	(42,243)	-17.18%	197,886	2.88%
<b>Retail Fuel Sales</b>	<b>8,189,350</b>	<b>7,043,894</b>	<b>4,781,049</b>	<b>(2,262,844)</b>	<b>-32.12%</b>	<b>6,161,741</b>	<b>-22.41%</b>
Into Plane Fees	810,000	675,000	692,050	17,050	2.53%	639,600	8.20%
Fuel Farm Fees	916,500	763,750	936,873	173,123	22.67%	844,306	10.96%
General Aviation Landing Fees	340,000	283,333	405,629	122,295	43.16%	441,853	-8.20%
Aircraft Parking Fees	550,000	458,333	531,645	73,311	16.00%	534,240	-0.49%
Deicing Services	1,499,450	1,044,079	1,374,046	329,967	31.60%	1,232,903	11.45%
FBO Properties	449,130	374,275	495,760	121,485	32.46%	318,781	55.52%
FBO Services	135,000	112,500	134,828	22,328	19.85%	229,105	-41.15%
<b>TOTAL REVENUES</b>	<b>12,889,430</b>	<b>10,755,165</b>	<b>9,351,880</b>	<b>(1,403,285)</b>	<b>-13.05%</b>	<b>10,402,528</b>	<b>-10.10%</b>
<b>COST OF SALES</b>							
Fuel Costs - Jet A	3,740,000	3,220,584	1,510,725	(1,709,859)	-53.09%	2,857,712	-47.14%
Fuel Discounts - Jet A	300,000	258,336	93,110	(165,226)	-63.96%	206,921	-55.00%
Fuel Costs - SAF	0	0	0	0	0.00%	0	0.00%
Fuel Costs - AvGas	320,850	276,777	285,654	8,877	3.21%	327,734	-12.84%
Fuel Discounts - AvGas	0	0	9,000	9,000	0.00%	10,195	-11.72%
Fuel Costs - Commercial AvGas	15,000	12,500	9,734	(2,766)	-22.13%	13,108	-25.74%
Fuel Costs - Auto & Diesel	222,000	185,000	162,710	(22,290)	-12.05%	161,066	1.02%
<b>Total Fuel Costs</b>	<b>4,597,850</b>	<b>3,953,196</b>	<b>2,070,933</b>	<b>(1,882,264)</b>	<b>-47.61%</b>	<b>3,576,736</b>	<b>-42.10%</b>
Deicing Costs - Type I & IV	1,133,308	789,729	793,368	3,639	0.46%	760,472	4.33%
Customs Garbage, Oil & Other	2,000	1,667	63,153	61,486	3689.32%	48,523	30.15%
<b>Total Cost of Sales</b>	<b>5,733,158</b>	<b>4,744,592</b>	<b>2,927,453</b>	<b>(1,817,139)</b>	<b>-38.30%</b>	<b>4,385,731</b>	<b>-33.25%</b>
<b>Net Operating</b>	<b>7,156,272</b>	<b>6,010,572</b>	<b>6,424,426</b>	<b>413,854</b>	<b>6.89%</b>	<b>6,016,798</b>	<b>6.77%</b>
<b>OPERATING EXPENSES BY CATEGORY</b>							
<b>Personal Services</b>							
Salaries	2,280,507	1,900,423	1,862,971	(37,451)	-1.97%	1,648,396	13.02%
Overtime	252,024	210,020	205,321	(4,699)	-2.24%	196,959	4.25%
<b>Total Personal Services</b>	<b>2,532,531</b>	<b>2,110,443</b>	<b>2,068,293</b>	<b>(42,150)</b>	<b>-2.00%</b>	<b>1,845,355</b>	<b>12.08%</b>
Employee Benefits	615,360	515,966	546,823	30,857	5.98%	525,919	3.97%
Utilities & Communications	114,537	95,448	94,728	(720)	-0.75%	83,737	13.13%
Purchased Services	728,139	658,839	686,168	27,329	4.15%	556,669	23.26%
<b>Materials &amp; Supplies</b>							
Buildings	128,406	107,005	77,991	(29,014)	-27.11%	73,616	5.94%
Grounds	38,000	31,667	11,285	(20,382)	-64.36%	19,866	-43.19%
Vehicles	844,751	703,959	650,855	(53,104)	-7.54%	567,107	14.77%
<b>Total Materials &amp; Supplies</b>	<b>1,011,157</b>	<b>842,631</b>	<b>740,131</b>	<b>(102,500)</b>	<b>-12.16%</b>	<b>660,589</b>	<b>12.04%</b>
Administrative Expenses	364,717	303,931	221,344	(82,587)	-27.17%	362,215	-38.89%
Non-Capital Equipment	187,000	155,833	25,821	(130,013)	-83.43%	153,374	-83.16%
<b>TOTAL EXPENSES</b>	<b>5,553,441</b>	<b>4,683,090</b>	<b>4,383,307</b>	<b>(299,783)</b>	<b>-6.40%</b>	<b>4,187,856</b>	<b>4.67%</b>
<b>FBO Net Direct Cost</b>	<b>\$ 1,602,831</b>	<b>\$ 1,327,482</b>	<b>\$ 2,041,119</b>	<b>\$ 713,637</b>	<b>53.76%</b>	<b>\$ 1,828,941</b>	<b>11.60%</b>

## **AGENDA ITEM NO. 6**

### **Project Development**

**AGENDA ITEM NO. 7**

**Counsel**

## **AGENDA ITEM NO. 8**

### **Concessions/Ambassador Program**



December 15, 2025

**Concessions & Ambassador Program Report**

**Minority Percentages in the Concessions Workforce**

<u>Date</u>	<u>HMSHost</u>	<u>Paradies</u>	<u>Chick filA (OHM)</u>	<u>Dunkin</u>	<u>Uncommon Grounds</u>	<u>Minority/Total %</u>
January	28/58=48%	11/24=46%	30/36=83%	4/6=67%		73/124=59%
February	26/55=47%	10/21=48%	30/35=86%	4/6=67%		70/117=60%
March	25/54=46%	10/21=48%	24/30=80%	4/6=67%		63/111=57%
April	25/53=47%	10/21=48%	28/33=85%	4/6=67%	8/13=62%	75/126=60%
May	23/52=44%	9/20=45%	26/31=84%	4/6=67%	9/17=53%	71/126=57%
June	25/56=45%	12/23=52%	25/31=80%	4/6=67%	9/15=60%	75/131=57%
July	22/52=42%	10/22=45%	28/34=82%	5/7=71%	11/20=55%	76/135=56%
August	24/49=49%	13/23=57%	28/34=82%	5/7=71%	10/21=48%	80/134=60%
September	24/59=41%	13/23=56%	29/32=90%	5/7=71%	11/21=52%	82/142=58%
October	25/59=42%	11/20=55%	26/30=87%	4/6=67%	11/21=52%	77/136=57%
November	30/64=47%	10/20=50%	26/30=87%	4/9=45%	13/22=59%	83/145=57%
December						

<u>Date</u>	<u>HMSHost</u>	<u>OHM</u>	<u>Paradies</u>	<u>Uncommon</u>	<u>Total</u>	<u>\$/Enp</u>
<b>2025</b>		<b>Chick filA</b>		<b>Grounds</b>		
<b>January</b>	617,516	287,027	372,265		1,276,808	\$11.72/enp.
<b>February</b>	696,480	310,151	439,827		1,415,808	\$12.64/enp.
<b>March</b>	711,512	299,741	439,827		1,451,080	\$11.75/enp.
<b>April</b>	694,345	317,822	461,512	93,962	1,567,641	\$11.79/enp.
<b>May</b>	651,170	301,649	427,280	123,978	1,504,077	\$11.83/enp.
<b>June</b>	732,824	325,735	489,155	132,213	1,679,927	\$12.45/enp.
<b>July</b>	805,177	389,844	556,976	148,583	1,900,580	\$11.96/enp.
<b>August</b>	824,064	354,675	532,167	165,896	1,876,802	\$11.58/enp.
<b>September</b>	661,040	231,263	414,725	150,349	1,457,377	\$11.21/enp.
<b>October</b>	778,536	311,222	501,438	171,094	1,762,290	\$11.68/enp.
<b>November</b>						
<b>December</b>						
<b>Total</b>					<b>\$15,892,390</b>	

**October 2025 Enplanements – 150,836**



**Ambassador Program**

**2025 Totals**

**Tours**

**YTD**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
-	-	1	-	1	3	-	-	2	-	-		

**Canines**

4224	4965	4838	5043	4635	4798	7118	6245	5307	5283			<b>52,456</b>
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**Ambassador Hours**

756	588	755	871	809	609	801	717	727	753			<b>7,386</b>
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**Guests Served**

6528	4896	7405	7051	7962	7463	9957	7641	6642	7098			<b>72,643</b>
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**Ambassador Shifts**

266	205	257	274	286	226	294	255	259	285			<b>2,607</b>
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**Business Center -  
Closed**

## **AGENDA ITEM NO. 9**

**Public Affairs**

**AGENDA ITEM NO. 10**

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

**AGENDA ITEM NO. 10.1**

**Review and approval of the Authority's  
PROCUREMENT CONTRACT GUIDELINES,  
OPERATIVE POLICY, PETTY CASH ACCOUNTS  
AND INSTRUCTIONS (Procurement Guidelines)  
adopted December 14, 2015 and last reviewed  
December 9, 2024.**

AGENDA ITEM NO: 10.1  
MEETING DATE: December 15, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:**        *Finance*

    Contact Person:    *Margaret Herrmann, Acting Chief Financial Officer*

**PURPOSE OF REQUEST:**

*Review and approval of the Authority's PROCUREMENT CONTRACT GUIDELINES, OPERATIVE POLICY, PETTY CASH ACCOUNTS AND INSTRUCTIONS (Procurement Guidelines) adopted December 14, 2015 and last reviewed December 9, 2024.*

**CONTRACT AMOUNT:**

Base Amount:	\$	<u>N/A</u>
Change Orders/Amendments:		<u>N/A</u>
Total Contract Amount:		<u>N/A</u>

**BUDGET INFORMATION:**

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

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

Federal \_\_\_        State \_\_\_\_\_        Airport \_\_\_\_\_        NA J

**JUSTIFICATION:**

*The procurement contract guidelines were last reviewed, amended and approved in December 2024. The New York State Authorities Budget Office requires that the Authority annually disclose if the procurement guidelines have been annually reviewed, amended if needed, and approved by its governing Board. The procurement guidelines are presented herewith for review and approval with no amendments proposed. There are no current changes to the approved procurement guidelines.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**BACK-UP MATERIAL:**

*Copy of Procurement Guidelines as last reviewed December 9, 2024.*

ALBANY COUNTY AIRPORT AUTHORITY  
(ACAA)

PROCUREMENT CONTRACT GUIDELINES,  
OPERATIVE POLICY,  
PETTY CASH ACCOUNTS AND INSTRUCTIONS

Adopted December 14, 2015  
(Last Reviewed and Approved December 9, 2024)

## ALBANY COUNTY AIRPORT AUTHORITY

### PROCUREMENT CONTRACT GUIDELINES, OPERATIVE POLICY, PETTY CASH ACCOUNTS AND INSTRUCTIONS

December 14, 2015

#### Article I. Purpose and Applicability

- 1.0 These Procurement Contract Guidelines ("Guidelines"), adopted pursuant to Public Authorities Law Sections 2824 and 2872, set forth the operative policies of the Authority and instructions to its officers and employees regarding the use, awarding, monitoring, and reporting of Procurement Contracts.
- 1.1 These Guidelines apply to any Procurement Contract entered into after they become effective pursuant to the provisions of Section 2824 of the Public Authorities Law.
- 1.2 The ACAA reserves the right to contract with other public corporations, state agencies, and the federal government without being bound to these procurement guidelines.

#### Article II. Definitions

- 2.1 As used in these Guidelines, "**Purchase Order**" or "**Purchase Contract**" means a written order or contract for the acquisition of goods or services of any kind, in actual or estimated amount without limit. Purchase orders may be authorized by receiving telephone or written quotations and shall include the procurement of memberships, incidental equipment and repairs, travel and tuition reimbursement, direct purchases of emergency services, equipment or supplies. A wide variety of goods and services may be acquired using purchase orders.
- 2.2 As used in these Guidelines, "**Procurement Contract**" means a Purchase Order or Purchase Contract for the acquisition of goods or services of any kind, in the actual or estimated amount of \$12,500 or more. A Procurement Contract shall **not** include: an agreement for the purchase of the Authority bonds, purchase of investments, a derivative contract, insurance or indemnification contract, memberships in various industry groups, professional societies, and similar cooperative associations, nor any cooperative projects and procurement activities, conducted or sponsored by such organizations, in which the Authority participates; direct purchase advertising with radio, television or print media; tuition, conferences, seminars and other comparable activities; or transportation or other travel-related expenses.
- 2.3 As used in these Guidelines, "**Professional Services Contract**" means a Procurement Contract to provide a personal service of a consulting, professional, or technical nature to the Authority for a fee, commission, or other compensation by a person or organization.. Such personal service shall be in relation to the Authority's operation, management, and administration of its offices or personnel; acquisition, construction, management, operation, maintenance, or disposition of facilities under its ownership or control; or dissemination of publications or other information. Personal services of a consulting, professional, or technical nature include, but are not limited to, legal, accounting, management consulting, planning, training, statistical, research, public relations, architectural, engineering, surveying, or other similar personal services.

- 2.4 As used in these Guidelines, "**Construction Contracts**" mean Procurement Contracts to perform new construction work.
- 2.5 As used in these Guidelines, "**Other Administrative Contracts**" mean Procurement Contracts to provide services to support the Authority's administrative functions for a fee, commission, or other compensation by a person or organization. Other Administrative Contracts include, but are not limited to, equipment maintenance contracts, building maintenance contracts, leases, insurance, telecommunications, or other similar services, but do not include Personal Services Contracts.
- 2.6 As used in these Guidelines, "**Goods, Materials and Supplies Contracts**" mean Procurement Contracts for the purchase of goods, materials and supplies such as, but not limited to, office supplies, furniture, computer equipment, vehicles, other equipment, commodities and other miscellaneous items of physical property.
- 2.7 As used in these Guidelines, "**Contractor**" means a person or organization that enters into a Procurement Contract with the Authority.
- 2.8 As used in these Guidelines, "**Minority Business Enterprise**" means any business enterprise, including a sole proprietorship, partnership, or corporation, that is:
- (a) at least 51 percent owned by one or more Minority Group Members or in the case of a publicly-owned business at least 51 percent of the common stock or other voting interests of which is owned by one or more Minority Group Members;
  - (b) an enterprise in which the minority ownership is real, substantial, and continuing;
  - (c) an enterprise in which the minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
  - (d) an enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field.
- 2.9 As used in these Guidelines, "**Minority Group Member**" means a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
  - (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
  - (c) Asian and Pacific Islander persons having origins in any of the Far East, Southeast Asia, the Indian sub-continent or the Pacific Islands; or
  - (d) Native American persons having origins in any of the original peoples of North America.

- 2.10 As used in these Guidelines, "**Women-Owned Business Enterprise**" means a business enterprise, including a sole proprietorship, partnership, or corporation which is:
- (a) at least 51 percent owned by one or more United States citizens or permanent resident aliens who are women or in the case of a publicly-owned business at least 51 percent of the common stock or other voting interests of which is owned by United States citizens or permanent resident aliens who are women;
  - (b) an enterprise in which the ownership interest of women is real, substantial, and continuing;
  - (c) an enterprise in which the women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
  - (d) an enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field.
- 2.11 As used in these guidelines, "**Competitive Procurement Method**" shall include: (i) solicitations, bids, requests for proposals, requests for information, requests for quotations and requests for qualifications; procurement made pursuant to centralized contracts let by other public entities pursuant to a competitive process such as cooperative purchase agreements and Federal, State and local government contracts, including those contracts of the New York State Office of General Services (OGS) and the United States General Services Administration (GSA) ; (iii) procurement of commodities from a Contractor where the price to be charged by the Contractor is less than that which would be charged for the purchase substantially similar in function, form or utility made pursuant to a centralized contract let by the New York State Office of General Services or when other contract terms such as delivery or warranty terms are more economically beneficial; or (iv) any other competitive method of procurement that is consistent with these guidelines.
- 2.12 As used in these guidelines, "**Authority**" means the Albany County Airport Authority.

**Article III. Use of Professional Services Contracts, Other Administrative Services Contracts and Emergencies (Refer to Appendix 'A')**

- 3.0 It is the general policy of the Authority to use its own officers, employees and Airport management contractors, in the performance of required professional services and other services insofar as practical. At the same time, the Authority recognizes that it can be preferable to contract for certain personal services for a number of good reasons. In addition, the Authority's development programs usually depend on performance of the work by outside Contractors, and economic development programs may sometimes do so, requiring the use of Contracts.
- 3.1 Professional Services Contracts or other Administrative Contracts may be entered into for one or more of the following reasons: special expertise or unusual qualifications not available within the Authority; nature, magnitude, or complexity of services provided; lack of resources, support staff, or specialized facilities or equipment within the Authority within the time period during which the services are required; lower cost; short term or infrequent need for the services, insufficient to warrant permanent Authority staffing; performance of a function requiring independence from Authority management (e.g., independent auditors); or distance of the location or locations where the services must be performed from Authority offices or facilities.

- 3.2 Before entering into a Professional Services Contract or other Administrative Contracts, the Authority should consider whether the contemplated services can be performed adequately, cost-effectively, and on a timely basis by staff within the Authority.
- 3.3 The role of an airport dictates that the operation be maintained on a continuous basis without interruption. From time to time, the Chief Executive Officer may determine that **Emergency Purchases** or contracts be issued to keep the Airport safe, secure and when it is in the best interest to preserve order or public health and Airport facilities. Also, when the immediate restoration of a condition of usefulness of a building, equipment or roadway or utilities is necessary. Such emergency services exceeding \$50,000 shall be presented to the Authority Board at its next regularly scheduled meeting. Emergency Purchases are a category of “Sole Source”.
- 3.4 From time to time the Airport Chief Executive Officer may determine that **Exigent Circumstance** have made the acquisition of particular Products, Goods and or Services urgent to ensure the continued efficient operation of the Airport. Prospect of interruption to or obstruction of the Airport Authority’s efficient operation or adequate provision of service, arising from an unforeseen circumstance are examples of Exigent Circumstances. Exigency is a subcategory of “Sole Source” and the Chief Executive Officer may authorize purchases up to \$50,000 in order to relieve Exigent Circumstances.
- 3.5 The Maximum Hourly Contractor Rate for Professional Services will be equivalent to four times the highest paid ACAA employee rate. This article may be waived at the discretion of the CEO.

#### **Article IV. Requirements Regarding Selection of Contractors**

- 4.0 The Authority shall use its best efforts to secure offers from Contractors by using a Competitive Procurement Method and to select from such offerers the Contractor offering the most favorable terms, weighing expected ability to perform against projected costs. To this end, the Authority shall:
- (a) solicit offers **in writing** from several persons or organizations known, believed, or reputed to be qualified in the area of supplying the goods, personal services, or other administrative services to be provided or performed, except that for administrative purchases authorized by **Section 4.2**, such quotations may be secured by telephone solicitations where time constraints do not permit securing a written bid and for procurement of catalog and other items generally purchased in the ordinary course of business or which do not require a detailed bid or description of materials or specifications.
  - (b) evaluate those offers received on the basis of such information as the Authority has received on, as may be relevant, each offerer's technical or professional qualifications, financial stability, past performance for the Authority, staff, equipment, and facilities availability, experience, reputation, and other factors bearing on expected capability and quality of performance, possible conflicts of interest, and contract price or fee structure; and
  - (c) document the processes by which a Contractor is selected, by making a record summarizing the nature and scope of the goods, personal services, or other administrative services sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the Contractor.

- 4.1 In any instance, the members of the Authority Board may, by Resolution, waive the use of the procedure for selecting Contractors outlined in Section 4.0 if they determine such waiver to be in the best interest of the Authority.
- 4.2 The Authority, upon adoption of these Guidelines, hereby waives use of the procedures for selecting Contractors outlined in section 4.0 in those instances when:
- (a) the goods, personal services, Authority program work, or other administrative services involved are expected to cost \$5,000 or less;
  - (b) for any Authority work, the contract is based upon an unsolicited proposal, submitted at the sole initiative of the offerer, not duplicating work then being performed and involving unique, innovative, or unusual meritorious methods or ideas. Proposals in this category exceeding \$50,000 shall require approval of the Authority Board;
  - (c) the Chief Executive Officer determines that:
    - (i) the interest of the Authority for timely procurement of the goods, personal services, Authority work, or other vendor involved requires the selection of a Contractor pursuant to emergency procedures, as defined in Article 3.3;
    - (ii) even though two or more Contractors could supply the required goods, personal services, Authority work, or other administrative service, one particular Contractor has unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data; or
    - (iii) there is only one source for a required good, personal service, Authority work, or other administrative service;
- provided**, that in those instances the Authority shall nonetheless make a record summarizing the nature and scope of the goods, personal services, Authority program work, or other administrative service involved, the name of the Contractor, the contract price or fee, and the basis for waiver and selection of the Contractor.
- 4.3 A contract may be extended with the same terms and conditions contained in the original contract approved and awarded by the Airport Authority. An extension clause must be part of the original contract with the awarded vendor. The Authority, upon adoption of these Guidelines, hereby authorizes the Chief Executive Officer authority to approve contract extensions.
- 4.4 The Chief Executive Officer may approve an amendment to a contract where the amount of the proposed amendment(s) are within the limits established in Appendix 'B'.
- 4.5 Independent auditors for the Authority shall be retained only with the prior approval of the members of the Authority.

- 4.6 The Authority may use its Competitive Procurement Methods to select multiple Contractors to provide goods, personal services, Authority work, and other administrative services. Individual task work orders may be awarded to these Contractors on an as-needed basis.

**Article V. Compliance with State Finance Law Sections 139-j and 139-k in the Selection of Contractors: Contractor Responsibilities and Types of Contract Provisions**

- 5.0 The Authority shall comply with the requirements of State Finance Law Sections 139-j and 139-k in its selection of Contractors. Solicitations shall identify Authority Contacts, require bidders to disclose any prior determination of non-responsibility, and to provide the other information required by State Finance Law Sections 139-j and 139-k.

The responsibilities of a Contractor, including continuing responsibilities under State Finance Law Sections 139-j and 139-k, shall be detailed in the contract. Contract provisions shall address the nature and scope of the goods, personal services; the standard for performance, if practical; the duration of the work; any relevant time requirements or deadlines; and the amount of compensation to be paid or the price, rates, or fees which will be used to determine such compensation. Personal Services Contracts and other Contracts shall also include provisions on monitoring of the work to be performed; provisions governing the Contractor's use of Authority supplies, facilities, or personnel, if permitted; any provisions required by applicable law; and any other provisions the Authority deems necessary or desirable.

**Article VI. Minority and Women-Owned Business Enterprises**

- 6.0 It is the policy of the Authority to foster and promote participation of Minority Business Enterprises and Women-Owned Business Enterprises in its procurements and the development of such enterprises and to facilitate a fair share of the awarding of Procurement Contracts to such enterprises. In contracting, the Authority shall use its best efforts to give Minority Business Enterprises and Women-Owned Business Enterprises an opportunity to compete for Authority business, by soliciting or requesting offers from minority and women-owned businesses known to have experience in the type of goods, personal services and other administrative services involved. Written solicitations or requests for bids or proposals for Procurement Contracts should include a statement of the Authority's affirmative action policy. The Authority will consult with the Division of Minority and Women's Business Development and the Authority's DBE Liaison for assistance in identifying such enterprises, and refer to any known list maintained by any other State department or agency that identifies Minority Business Enterprises or Women-Owned Business Enterprises by area of expertise.
- 6.1 In the case of federally funded projects, the Authority shall comply with its Disadvantaged Business Enterprise Program, or any successor program, which may be required as a condition of such federal funding.

## **Article VII, Discretionary Spending**

- 7.0 All discretionary spending must comply with Federal rules and guidance on permitted and prohibited use of airport revenue. The U.S. Congress has established the general requirements for the use of airport revenue and has identified the permitted and prohibited uses of airport revenues. These statutory requirements are incorporated in the standard grant assurances and have been interpreted by the FAA including the FAA's General Counsel's Office, and the FAA's Office of the Secretary, in policy statements and compliance decisions. It is the responsibility of the Albany County Airport Authority to ensure all purchases comply with the FAA rules and guidance established for use of Airport Revenue. Specific guidance from the FAA on the statutes, grant assurances, and policies that outline the permitted and prohibited uses of airport revenue to ensure that sponsors are not in violation of their federal obligations in the use of their airport revenue are found in FAA Airport Compliance Manual - Order 5190.6B, as may be amended from time to time.
- 7.1 Purchases of goods and services below \$50,000 that are not deemed an emergency or an exigency shall be made in accordance with the chart shown in APPENDIX A, unless an award is made to a firm that is a currently Certified Minority or Woman owned Business Enterprise (MWBE) and which in the judgment of the CEO will be providing goods and services at a fair market value to the Authority and such purchase will assist the Authority in meeting its annual MWBE purchase goal adopted pursuant to Article 15A of the Executive Law.

## **Article IX, Procurement Cards**

- 8.0 The Authority makes limited use of Procurement Cards to situations where it is most practical to make a purchase using a procurement card. Examples of such situations include but are not limited to purchase of travel, lodging, meals and small purchases from vendors where it is not efficient to establish customer credit with the vendor.
- 8.1 Issuance of Procurement Cards will be authorized by the Chief Financial Officer. Procurement Cards may not be used for personal expenses.
- 8.2 The Chief Financial Officer will distribute a monthly report of purchases made by each procurement card holder who must complete and return a completed Credit Card Purchase Report with all receipts attached and a signed affirmation that all charges incurred on the Airport Authority Credit Card assigned to the user as itemized therein are for the approved purposes of the Albany County Airport Authority and are correct as stated. The Chief Executive Officer shall review and approve each procurement card users purchase report.

## **Article IX. Petty Cash**

- 9.0 Petty Cash shall be used for small purchases, such as postage and incidental supplies, freight and express, and similar items for which it is not practical to issue a purchase order or cannot be obtained from Blanket Purchase Contract suppliers. A single transaction shall not exceed \$50.00.
- 9.1 Petty Cash shall not be used for cashing checks for employees or tenants, making loans to employees, or for salary advances.
- 9.2 The Chief Financial Officer shall establish a Petty Cash Fund in the amount of \$250.00.
- 9.3 The Chief Accountant or their designee shall be the custodian of the Petty Cash Fund. The Petty Cash Fund shall be in the sole custody of a single employee and no other official or employee shall have access to the fund except for periodic audits and cash count in the presence of the Custodian except under the conditions set by section 7.4.
- 9.4 The Chief Accountant may act as Custodian in the absence of the appointed Custodian. However, when it is necessary to transfer the custodianship of the Petty Cash Fund, either temporarily or permanently, the Petty Cash Fund shall be audited and reconciled by an employee other than the Custodian and the Petty Cash Fund shall be reimbursed prior to the transfer. The transfer shall be documented by letter from the Chief Financial Officer or the Chief Accountant relieving the old Custodian of responsibility of the Petty Cash Fund and appointing a new Custodian for the Fund.
- 9.5 The Petty Cash Fund shall be maintained on a current basis.
- 9.6 Employees shall secure approval from the Custodian of the Petty Cash Fund or the Purchasing Agent prior to committing or making a purchase. The failure of any employee to obtain prior approval shall result in non-reimbursement of funds to the employee. The approval of a petty cash request shall be based upon the discretionary evaluation of the Custodian. However, the Custodian may make any inquiries, as necessary, to determine if the request should be approved, including a requirement of authorization from the relevant Department Head. Upon an eligible request, the Custodian of the Petty Cash Fund shall be required to issue, in numerical sequence, a pre-numbered voucher documenting the commitment or use of Petty Cash funds. Employees shall not take advanced petty cash from the premises after work hours and, if not used on the day of issue, shall return the funds back to the Custodian of the Petty Cash fund. No item will be reimbursed from petty cash beyond 30 days after the date of purchase. Voided vouchers shall be retained for accountability purposes.
- 9.7 All petty cash forms and authorizations must be completed in ink, and only the original receipt will be accepted for proof of purchase.
- 9.8 Upon presentation of an invoice or sales slip signed by the authorized employee, the Custodian of the Petty Cash Fund shall make reimbursement.
- 9.9 The Petty Cash Fund shall be balanced and replenished at least quarterly or more often, if needed, but shall always be done on the last day of the fiscal year.

9.10 The Custodian of the Petty Cash Fund shall be required to submit a Petty Cash Report to the Chief Accountant prior to replenishing the Petty Cash fund. At a minimum, the Petty Cash Report shall contain the following information for each transaction:

1. the voucher;
2. a brief description of the item(s) and/or purpose;
3. the date of transaction;
4. the name of the purchaser;
5. the amount of the purchase;
6. any replenishments of cash to the fund since the last reporting period; and
7. the beginning and ending balance of funds for the reporting period.

The Chief Financial Officer shall issue a check for the total amount of the vouchers and the check shall be cashed for replenishment by the Custodian of the Petty Cash Fund. The Petty Cash voucher, voided vouchers, invoices or other receipts shall be attached to the replenishment voucher check copy. Upon reimbursement of the Petty Cash Fund, all supporting documents shall be canceled to prevent duplicate reimbursement. Cancellation shall be made by entering on each document the date and number of the voucher check issued to reimburse the Petty Cash Fund.

9.11 The Chief Accountant or authorized appointee, other than the Custodian, shall examine the Petty Cash Fund periodically and randomly to avoid abuse and misuse. An audit of the Petty Cash Fund and associated reports shall be performed annually by the Chief Accountant and a report of findings shall be delivered to the Chief Financial Officer and Chief Executive Officer.

9.12 The Petty Cash Reports shall be kept on file for a period of time provided in the applicable Records Retention Policy.

9.13 The Custodian of the Petty Cash Fund shall ensure the security of the petty cash. A lockable cash box shall be used and shall be kept in a secure location. Each Custodian shall be issued one key and a spare shall be kept in the key files. No other keys shall be issued. Loss of a key shall necessitate the re-keying of the cash box lock.

## **Article X. Payment**

10.0 The Authority utilizes an electronic Requisition and Purchase Order Process. Purchases of Products, Goods and Services must be made on the issuance of a written Purchase Order delivered by the Purchasing Agent or a Contract issued by the Authority.

10.1 Payment for all Purchases and Procurement Transactions will be made by the Chief Financial Officer upon receipt of sufficient evidence, including Vendor Invoice, that Goods and/or Services have been received and or properly performed and the purchase of the Goods and or Services complied with this procurement policy and as well as applicable laws, rules, and regulations and terms and conditions imposed by any grant agreement and the Authority's Master Bond Resolution.

## **Article XI: Compliance With Other Rules & Regulations**

- 11.0** Records related to all purchases, procurements and payments will be maintained in accordance with the Records Retention and Disposition Schedule applicable to the Authority as established and maintained by the New York State Archives under Article 57-A, Arts and Cultural Affairs Law which is known as the **Local Government Records Law**.
- 11.1 Annually the Chief Financial Officer shall cause an assessment of the effectiveness of Internal Control to be performed as required by Section 2800 of the Public Authorities Law. Compliance with these procurement guidelines will be included in the annual assessment of the effectiveness of internal control.

## **Article XII. Miscellaneous Provisions**

- 12.0 No violation of or failure to comply with the provisions of these Guidelines shall be deemed to alter, affect the validity of, modify the terms of, or impair any Procurement Contract; nor shall any provision of these Guidelines or any violation of or failure to comply with such provisions be the basis for any claim against the Authority or any member, officer, or employee of the Authority. In any instance where these Procurement Guidelines contain an ambiguity or require clarification, the CEO may revise to provide clarity but shall not materially alter their intent.
- 12.1 The Authority may, from time to time, amend these Guidelines, provided that no such amendment shall be deemed to alter, affect the validity of, modify the terms of, or impair any existing Procurement Contract.
- 12.2 All purchases shall be subject to accounting review for compliance with the Procurement Guidelines and budget. Records shall be maintained for audit and Board review.

## APPENDIX A

### Albany County Airport Authority Procurement Approval Policy

Procurement Thresholds	Phone Quotes	Written Quotes	Req.for Proposal/ Request for Bid	Approvals (1)		ACAA Board
				CFO	CEO (2)	
<b>Goods, Materials and Supplies</b>						
Petty Cash				√		
\$0 - \$999	1				√	
\$1,000 - \$4,999	1				√	
\$5,000 - \$24,999		3			√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
<b>Other Administrative Contracts</b>						
\$0 - \$999	1				√	
\$1,000 - \$4,999	1				√	
\$5,000 - \$24,999		3			√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
<b>Purchased Services</b>						
\$0 - \$4,999	1				√	
\$5,000 - \$24,999		3			√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
<b>Professional Services</b>					√	
\$0 - \$24,999					√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
<b>Construction Contracts (POs &amp; Contracts)</b>						
\$0 - \$29,999		3		√	√	
\$30,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
<b>Emergency Contracts</b>					* CEO Board Report Required	

- (1) All approvals are cumulative, except in cases of ACAA Board approvals which shall be controlling.  
(2) CEO shall be provided periodic reports for budget conformity for purchases greater than \$12,500.

**APPENDIX B**  
**Albany County Airport Authority**  
**CEO Approval of Contract Changes**

The Chief Executive Officer (CEO) may approve a change in the total amount of a contract approved by the Authority Board where the amount of the proposed change or cumulative changes approved by the CEO do not exceed the following amounts based upon original contract size:

<b>Original Contract Value</b>	<b>Maximum Contract Change Order CEO May Approve is</b>
	<b>Dollar Value</b>
\$1,500,000+	\$50,000 or 2.5% *
\$1,000,000-\$1,499,999	\$37,500
\$500,000-\$999,999	\$32,000
\$250,000-\$499,999	\$25,000
\$0-\$249,999	\$20,000

\* Greater of \$50,000 or 2.5%

**AGENDA ITEM NO. 10.2**

**Approve Final Airline Use and Lease Agreement effective January 1, 2026.**

AGENDA ITEM NO: 10.2  
MEETING DATE: December 15, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Finance*

Contact Person: *Margaret Herrmann, Acting Chief Financial Officer*

**PURPOSE OF REQUEST:**

*Approve Final Airline Use and Lease Agreement effective January 1, 2026.*

**CONTRACT AMOUNT:**

Base Amount *N/A*

**BUDGET INFORMATION:**

Anticipated in Current ALB Operating Budget: Yes ✓ No     NA

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

Federal 0% State 0% Airport 0% N/A ✓

**JUSTIFICATION:**

*The current term of the Signatory Airline and Signatory Cargo Agreements ends on December 31, 2025. The Authority and the Airline Affairs Committee have negotiated a new agreement to take effective January 1, 2026 for a new initial five year period. The Authority utilizes the services of the law firm of Anderson & Kreiger, LLP and financial consultants Frasca & Associates, LLC to assist with legal and financial compliance and conformance with industry standards. A summary of the key changes to this document from the last agreement is included.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval of this final version.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Copies of Draft Signatory Airline Use and Lease Agreement and summary of modifications to the agreement.*

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**SUMMARY OF MAJOR MODIFICATIONS**  
**FROM THE CURRENT**  
**AIRLINE USE AND LEASE AGREEMENT**  
**FOR**  
**ALBANY INTERNATIONAL AIRPORT**

As of July 8, 2025

Highlighted below are the most significant modifications from the existing Agreement, which is due to expire on December 31, 2025. Many of the proposed modifications simply update the form of Agreement to be consistent with current applicable laws and practices or to eliminate provisions that no longer apply.

- Terminal Use Provisions
  - Preferential Use Gate Utilization Target increased from 2 to 3 daily turns.
  - Per-Use Terminal Fee changed to Per-Turn Terminal Fee. Applicable to all airlines, not just low-volume air carriers.
  - Low Volume Air Carriers are those with aggregate of no more than 800 (increased from 700) departing passenger seats each week.
- MII
  - MII threshold increased from \$3 million to \$6 million. No annual adjustment.
- Rates and Charges
  - Remove FBO results from Landing Fee calculation and Net Revenue sharing.
  - Fund Capital Coverage – Airport no longer waiving coverage charges. (Change in application, not in language of ULA.)
  - Non-Signatory Landing Fee set at 25% premium (industry standard). Previous calculation was overly complicated.
- Other
  - Tweak O&M Allocations – no material changes. Mostly shifting allocations around ARFF (towards Airfield) and Security (towards Terminal/Airfield).
  - Modernized environmental sections and definitions.

- Boilerplate tweaks: strengthened subordination clause, added PFC assurance language, updated required FAA contract language (note: expect to update this again before execution), added statutorily required boarding and deplaning obligations for airlines, added waiver of jury trial.

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**SIGNATORY AIRLINE USE AND LEASE AGREEMENT**

**For**

**ALBANY INTERNATIONAL AIRPORT**

**By and Between**

**THE ALBANY COUNTY AIRPORT AUTHORITY**

**And**

**[AIRLINE]**

**AIRLINE USE AND LEASE AGREEMENT**

THIS AGREEMENT is made and entered into this [redacted] day of [redacted] 20[redacted], by and between the ALBANY COUNTY AIRPORT AUTHORITY, a body politic and corporate constituting a public benefit corporation created and existing under Title 32 of Article 8 of the Public Authorities Law of the State of New York, hereinafter referred to as "AUTHORITY," and [AIRLINE], a corporation organized and existing under the laws of the State of [redacted], and authorized to do business in the State of New York, hereinafter referred to as "AIRLINE."

**WITNESSETH:**

WHEREAS, the County of Albany, New York, a municipal corporation and political subdivision of the State of New York, hereinafter referred to as "County," is the owner of the Albany International Airport, hereinafter referred to as the "Airport," located in the Town of Colonie, County of Albany, State of New York;

WHEREAS, the County and AUTHORITY have entered into an Airport Lease Agreement, hereinafter referred to as the "Airport Lease," for the transfer of certain rights and obligations to AUTHORITY with respect to the Airport;

WHEREAS, AUTHORITY is responsible under the Airport Lease for the operation, maintenance, improvement and promotion of the Airport;

WHEREAS, AUTHORITY has the right to lease and license the use of property and facilities on the Airport and has full power and authority to enter into this Agreement in respect thereof and

WHEREAS, AIRLINE is engaged in the business of scheduled transportation by air of persons, property, mail and/or cargo; and

WHEREAS, AIRLINE desires to obtain certain rights, services and privileges in connection with the use of the Airport and its facilities, and AUTHORITY is willing to grant and lease the same to AIRLINE upon the terms and conditions hereinafter stated; and

WHEREAS, AIRLINE and AUTHORITY desire to enter into a new use and lease agreement, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, AUTHORITY and AIRLINE do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

#### **ARTICLE 1 DEFINITIONS**

The following words, terms and phrases wherever used in this Agreement shall for the purposes of this Agreement have the following meanings:

Act shall mean the Albany County Airport Authority Act, Title 32 of Article 8 of the New York State Public Authorities Law, as such may be amended, supplemented, or replaced from time to time.

Affiliate shall mean a Signatory Airline that is operating its Air Transportation Business at the Airport as described in Section 10.5, or a Non-Signatory Airline that is operating its Air Transportation Business at the Airport under a Non-Signatory Operating Agreement with AUTHORITY, and that (in either case) is (i) a parent or subsidiary of AIRLINE or under the same parental control as AIRLINE, or (ii) shares an International Air Transport Association (IATA) flight designation code with AIRLINE at the Airport (Code-Sharing Partner), or (iii) otherwise operates under essentially the same trade name as AIRLINE at the Airport and uses essentially the same livery as AIRLINE (except in the case of a maintenance spare substitute); provided that no major airline, as such term is defined by the Federal Aviation Administration, shall be classified as an Affiliate of another major airline, unless either clause (i) or (iii) above defines the relationship

between such airlines at the Airport. AIRLINE shall provide AUTHORITY with advance written notice prior to designating a new Affiliate. Such designation is subject to AUTHORITY approval, which shall not be unreasonably withheld, delayed or conditioned. AIRLINE shall provide AUTHORITY with advance written notice prior to the cancellation of any designation of an Affiliate before the cancellation of such designation.

Affiliate Operating Agreement shall mean the agreement executed by AUTHORITY, AIRLINE and the Non-Signatory Airline designated by AIRLINE as its Affiliate pertaining to the Affiliate's use of any Airport facilities or services as an Affiliate of AIRLINE, substantially similar to Exhibit "H" attached hereto.

Agreement shall mean this Airline Use and Lease Agreement between AUTHORITY and AIRLINE, as the same may be amended or supplemented from time to time pursuant to the terms hereof.

Air Transportation Business shall mean that business operated by AIRLINE at the Airport for the commercial transportation by air of persons, property, mail or cargo.

Air Transportation Company shall mean a company engaged in the business of scheduled or nonscheduled commercial transportation by air of persons, property, mail, or cargo.

Aircraft Aprons shall mean those parts of the Ramp Area adjacent to the Terminal that are used for the parking of aircraft and support vehicles, and the loading and unloading of aircraft.

Airfield shall mean the Landing Area and Ramp Area, and other facilities supporting the activity of military, general aviation, and commercial aircraft.

AIRLINE shall mean the Scheduled Air Carrier executing this Agreement.

Airline Affairs Committee or AAC shall mean collectively the authorized representatives of each Signatory Airline and Signatory Cargo Carrier which shall meet from time to time with

representatives of AUTHORITY to receive information and provide input from the Signatory Airlines and Signatory Cargo Carrier with regard to the operation and development of the Airport.

Airline Premises shall mean those areas assigned to AIRLINE as Preferential Use and Joint Use Premises, as defined herein, and shown on Exhibits "B" and "C" attached hereto.

Airport shall mean the Albany International Airport owned by the County and operated by AUTHORITY, as the same may exist from time to time and which, as of the date hereof, is shown on Exhibit "A," attached hereto, including all real property and easements, improvements and appurtenances thereto, structures, buildings, fixtures, machinery, equipment, vehicles, supplies and other tangible personal property, or interest in any of the foregoing, now or hereafter leased or acquired by AUTHORITY. Airport shall also include any additional airports or facilities leased, acquired, or operated by AUTHORITY that are part of the Albany International Airport, including land acquired for noise compatibility purposes, subject to the MII provisions of Article 9.

Airport Lease shall mean the Airport Lease Agreement between AUTHORITY and the County, dated December 5, 1995 and effective May 16, 1996, as may be amended from time to time.

Amortization Requirements shall mean the recovery or repayment of capital costs as principal and interest, in substantially equal annual installments over a fixed term for a Capital Expenditure which is not debt financed. The amortization charge, if any, for such expenditures shall be as agreed to by AUTHORITY and a Majority-in-Interest.

AUTHORITY shall mean the Albany County Airport Authority, a body politic and corporate constituting a public benefit corporation created and existing under the Act, and shall include such person or persons as may from time to time be authorized in writing by AUTHORITY to act for the AUTHORITY with respect to all matters pertaining to this Agreement.

Average Minimum Use Level shall mean the average minimum number of Turns calculated by AUTHORITY based on the rolling six-month average of an Air Carrier's Turns at all of an Air Carrier's Preferential Use Gates, as further described in Section 5.2.

Bonds shall mean any bonds or other financing instrument or obligation of the AUTHORITY having a first lien on Revenues, after the payment of O&M Expenses, including, to the extent not treated as an O&M Expense, bonds issued by the County for the purposes of the Airport, other than Subordinated Indebtedness or Other Indebtedness.

Capital Charge Coverage shall mean, for any Fiscal Year, an amount equal to twenty-five percent (25%) of Debt Service, if required by any Resolution(s) or other financing document(s) of the County or AUTHORITY, plus such other amounts as may be established with respect to Other Indebtedness.

Capital Charges shall mean (i) Debt Service, (ii) Other Debt Service, and (iii) Amortization Requirements.

Capital Expenditure shall mean an expenditure made to acquire, purchase or construct a single capital item or project for the purpose(s) of improving, maintaining or developing the Airport and shall include expenses incurred for development, study, analysis, review or planning efforts. For the purposes of this Agreement, a Capital Expenditure shall mean an expenditure in excess of \$50,000 in net costs, after application of any applicable federal and state grants or PFC funds.

Capital Improvement Program or CIP shall mean each five-year capital improvement plan, as amended from time to time, submitted to and approved by the County in accordance with the Act. AUTHORITY's current CIP is attached hereto as Exhibit "E."

Chargeable Landings shall mean those aircraft landings for which landing fees shall be due and payable by AIRLINE, as set forth in Section 7.1. Such landings by AIRLINE shall include all Revenue Landings during any period.

Chief Executive Officer or CEO shall mean the Chief Executive Officer of the AUTHORITY, and shall also include such person or persons as may from time to time be authorized in writing by AUTHORITY or by the CEO or applicable law to act for the CEO with respect to any or all matters pertaining to this Agreement.

Contract Security shall mean that requirement established in Section 7.10 of this Agreement.

Cost Centers shall mean those areas or functional activities of the Airport as set forth in Exhibit "G," grouped together for the purposes of accounting for Revenues, O&M Expenses, Capital Charges, Capital Charges Coverage, and any other requirements including reserves, established by any Resolution(s) or other financing document(s) of the County or AUTHORITY.

County shall mean the County of Albany, State of New York, operating through its legislature, legislative committees, or elected or appointed officials.

Debt Service shall mean the amount required during any period for the accrual and payment of principal of, interest on, and premium, if any, and other fees and amounts associated with all series of Bonds and Subordinated Indebtedness, all as set forth in any Resolution(s) or other financing document(s) of the County or AUTHORITY.

Debt Service Reserve Fund shall mean any fund or funds established by the AUTHORITY for monies necessary to satisfy any Debt Service Reserve Requirement established in any Resolution(s) or other financing document(s) of the County or AUTHORITY.

Debt Service Reserve Requirement shall mean the requirement, if any, for the Debt Service Reserve Funds for all series of Bonds, Subordinated Indebtedness, and Other Indebtedness.

DHS shall mean the Department of Homeland Security, and its authorized successors.

Effective Date shall mean that date set forth in Section 2.1.

Enplaned Passenger shall mean all local boarding, interline transfer, and intraline transfer passengers at the Airport, other than AIRLINE's employees or AIRLINE's retirees traveling on AIRLINE passes. The total number of AIRLINE's Enplaned Passengers shall include all local boarding, interline transfer, and intraline transfer passengers boarded by AIRLINE or by any Air Transportation Company ground-handled or otherwise accommodated by AIRLINE.

Environmental Damages shall mean all claims, fees and expenses of defense of any claim and of any settlement or judgment, including without limitation reasonable attorneys', consultants', contractors', experts' and laboratory fees, any of which are incurred at any time as a result of the presence of Hazardous Materials upon, about, or beneath the Airline Premises or migrating or threatening to migrate to or from the Leased Premises, or the existence of a violation of Environmental Laws pertaining to the Leased Premises or AIRLINE's or an AIRLINE ENTITY's operations at the Airport including without limitation: (i) damages for personal or bodily injury, or injury to property or natural resources occurring upon or off the Airline Premises, foreseeable or unforeseeable, including without limitation, interest and penalties and claims brought on behalf of employees of AIRLINE or AUTHORITY; (ii) fees incurred in connection with a Response, including but not limited to Response actions necessary for planned uses of the Airport, or a violation of Environmental Laws; and (iii) liability to any third person or governmental agency to indemnify such person or agency for fees expended in connection with the items referenced in this definition, whether on or off the Airport.

Environmental Laws shall mean all applicable federal, state and local laws including, but not limited to, statutes, regulations, ordinances, codes, rules, permits issued to AUTHORITY, other governmental restrictions and requirements relating to the environment or Hazardous Materials, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Re-authorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of the New York Department of Environmental Conservation.

Extraordinary Coverage Protection shall mean the requirement set forth in Section 8.4B.

FAA shall mean the Federal Aviation Administration, or its authorized successor(s).

Fiscal Year shall mean the annual accounting period of AUTHORITY for its general accounting purposes which, at the time of entering into this Agreement, is the period of twelve consecutive months, ending with the last day of December of any year.

Funds Remaining shall mean the amounts defined in Section 8.4C.

Gate shall mean a gate position including the associated Ramp Area, holdroom and loading bridge(s) as shown on Exhibit "B" attached hereto. The Ramp Area shall be sufficient to encompass all equipment staging and access associated with operating the gate including, without limitation, the ticket lift station and passenger check-in counter in the holdroom, the loading bridge, and all ground handling equipment.

General Fund shall mean any fund or account established by AUTHORITY in any Resolution(s) or other financing document(s) of the AUTHORITY for the purpose of retaining AUTHORITY's share of Funds Remaining, as set forth in Section 8.4C.

Hazardous Materials shall mean any substance, chemical compound, product, solid, gas, liquid, waste, by-product, pollutant, contaminant or material which is classified or regulated as “hazardous” or “toxic” pursuant to any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls, per- and polyfluoroalkyl substances, and petroleum (including crude oil or any fraction thereof).

Joint Use Premises shall mean those areas which may be assigned to two or more Scheduled Air Carriers, as shown on Exhibits “B” and “C” attached hereto.

Landing Area shall mean those portions of the Airport provided for the landing, taking off and taxiing of aircraft, including without limitation, approach and turning zones, avigation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith.

Low-Volume Air Carrier shall mean a Non-Signatory Airline with seven or fewer scheduled revenue flights departing from the Airport with an aggregate of no more than 800 departing passenger seats each calendar week.

Majority-in-Interest or MII for the Airfield shall mean such group of Signatory Airlines and Signatory Cargo Carriers representing greater than fifty percent (50%) in number of all Signatory Airlines and Signatory Cargo Carriers, accounting for not less than fifty percent (50%) of Maximum Gross Landed Weight of all Signatory Airlines and Signatory Cargo Carriers for the most recent six (6) month period for which such statistics are available. MII for the Terminal shall mean such group of Signatory Airlines (i) representing greater than fifty percent (50%) in number of all such Signatory Airlines accounting for not less than fifty percent (50%) of the total Signatory Airline Terminal rentals for the most recent six (6) month period for which such statistics are available.

Maximum Gross Landed Weight shall mean the maximum gross certificated landed weight in one thousand pound units, as certified by the aircraft's manufacturer and stated in AIRLINE's flight operations manual, at which each aircraft operated at the Airport by AIRLINE is certificated by the FAA to land at the Airport.

Non-Revenue Landing shall mean any aircraft landing by AIRLINE at the Airport for a flight for which AIRLINE receives no revenue. Such Non-Revenue Landings shall include irregular and occasional test, courtesy, inspection, training, ferry, or emergency flights, including any flight that, after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution, test, courtesy, inspection or training landings. Non-Revenue Landings shall also include any landing of an aircraft by AIRLINE that is diverted to or is otherwise making an unscheduled landing at the Airport, provided that no passengers are deplaned from such aircraft during such landing.

Non-Signatory Airline shall mean any Air Transportation Company that has not entered into an Airline Use and Lease Agreement, substantially similar to this Agreement, with AUTHORITY.

Non-Signatory Operating Agreement shall mean the agreement, executed by AUTHORITY and any Non-Signatory Airline pertaining to such airline's operations and use of certain facilities at the Airport, substantially similar to Exhibit "I" attached hereto.

Operation and Maintenance Expenses or O&M Expenses shall mean for any period all expenses accrued or paid by AUTHORITY in accordance with generally accepted accounting principles in the United States of America for airports of similar characteristics for the operation,

maintenance, administration and ordinary current repairs of the Airport in order to maintain and operate the Airport in a reasonable and prudent manner, all as further defined in the Resolution.

Operation and Maintenance Reserve Requirement or O&M Reserve Requirement shall mean the requirement of any Resolution(s) or other financing document(s) of the AUTHORITY that a reserve be created and maintained sufficient to pay two or more months of budgeted O&M Expenses.

Other Debt Service shall mean the amount required during any period for the accrual and payment of principal of, interest and premium on, and other fees and amounts associated with, Other Indebtedness of the AUTHORITY.

Other Indebtedness shall mean any obligation incurred by AUTHORITY other than O&M Expenses, or reserves, for Airport purposes, and with respect to Capital Expenditures, an obligation incurred in accordance with Article 9 hereof, and which is neither Bonds nor Subordinated Indebtedness, all as set forth in any Resolution(s) or other financing document(s) of the County or AUTHORITY.

Passenger Facility Charges or PFCs shall mean those federally-approved charges or passenger facility fees, as authorized by 49 U.S.C. § 40117 and regulated by 14 CFR Part 158, as such statute and regulation currently exist or as they may be amended from time to time during the Term of this Agreement.

Period of Use shall mean, for a Scheduled Operation at a Preferential Use Gate:

(a) For arrivals of aircraft, the Period of Use shall commence thirty (30) minutes prior to the time scheduled for an arrival. The Period of Use shall terminate sixty (60) minutes after the time scheduled for an arrival or upon Airline's completion of the deplaning process, whichever occurs first.

(b) For departures of aircraft, the Period of Use shall commence sixty (60) minutes prior to the time scheduled for a domestic departure and ninety (90) minutes prior to the time scheduled for an international departure; provided, however, that the scheduled departure time shall be extended if the originating aircraft is being boarded and actively prepared for departure, and in such instances, the extension shall extend only to the completion of the active boarding process. The Period of Use for an originating flight shall terminate upon the actual departure of the aircraft from the Gate or thirty (30) minutes after the time scheduled for the departure, whichever occurs first.

Preferential Use Premises shall mean those portions of the Terminal, Ramp Area, including overnight parking position, and Gates assigned to AIRLINE, as shown on Exhibits "B" and "C" attached hereto, to which AIRLINE shall have priority over all other users, subject to the provisions of Article 18.

Preferential Use Gate Utilization Targets shall mean each level of use or other criterion established by AUTHORITY for each Air Carrier to meet in order to use or continue to use the Preferential Use Gate(s) assigned by AUTHORITY to such Air Carrier as part of its Preferential Use Premises, as further described in Section 5.2.

Ramp Area shall mean the aircraft parking and maneuvering areas adjacent to the Terminal, and shall include within its boundaries all Aircraft Aprons, including those areas assigned for use as remain overnight parking positions.

Release, when used in connection with Hazardous Materials, shall include any actual spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property or the environment, and includes any threat of Release to the extent regulated under Environmental Laws.

Requesting Airline shall mean a Scheduled Air Carrier requesting accommodation as set forth in Section 18.1.

Resolution shall mean any ordinance, resolution, indenture, or other instrument of the AUTHORITY or County authorizing the issuance of and providing security for Bonds, Subordinated Indebtedness, or Other Indebtedness, as such may be supplemented or amended from time to time; provided, however, that any amendment or supplement to a Resolution which shall have a material, adverse effect on Signatory Airlines under this Agreement shall first be approved by an applicable MII. The issuance of debt pursuant to the provisions of a Resolution shall not be construed as causing an adverse effect on Signatory Airlines.

Response or Respond shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of any Hazardous Materials, or to prevent or abate any public nuisance caused by a Release of Hazardous Materials.

Revenue Landing shall mean any aircraft landing by AIRLINE at the Airport for which AIRLINE receives revenue, including, without limitation, any landing of an aircraft by AIRLINE which is diverted to or is otherwise making an unscheduled landing at the Airport, provided that the passengers on board such aircraft are deplaned during such landing. A Revenue Landing shall not include any landing of an aircraft which is a Non-Revenue Landing.

Revenues shall mean income accrued or paid by the AUTHORITY in accordance with generally accepted accounting practices, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof, or the leasing or use thereof, all as further defined in any Resolution(s) or other financing document(s) of the County or AUTHORITY. For purposes of this Agreement, Revenues shall not include PFCs.

Scheduled Air Carrier shall mean any passenger Air Transportation Company performing or desiring to perform, pursuant to published schedules, commercial air transportation services over specified routes to and from the Airport and holding the necessary authority from the appropriate Federal or state agencies to provide such transportation.

Scheduled Operation shall mean a Scheduled Airline's operation (arrival or departure) that occurs pursuant to a schedule that is published in the Official Airline Guide (OAG) or any successor publication thirty (30) days prior to the first day of the month in which AIRLINE's schedule would take effect, subject to AIRLINE's right to amend such schedule in accordance with Section 18.2C.

Seat shall mean a seat on an aircraft arriving or departing from the Airport other than those seats reserved in the flight deck or aircraft cabin for members of the flight crew.

Signatory Airline shall mean a Scheduled Air Carrier which has an agreement with AUTHORITY substantially similar to this Agreement; provided, however, that such Scheduled Air Carrier shall, at a minimum, lease from AUTHORITY, to the extent and when available, a Ticket Counter Bay and a Gate.

Signatory Cargo Carrier shall mean any Air Transportation Company principally engaged in the business of commercial transportation of property, mail and/or cargo, and which has entered into an operating agreement with the AUTHORITY which provides the AUTHORITY a term comparable to the Term of this Agreement and a minimum financial commitment satisfactory to AUTHORITY for use of a cargo handling facility.

Special Purpose Facility shall mean any capital improvement, equipment, or facility financed from proceeds or obligations not payable from Revenues.

Subordinated Indebtedness shall mean any bonds or other financing instrument or obligation having a lien on Revenues subordinate only to Bonds.

Term shall mean the period of time during which AIRLINE's activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date, and, except as otherwise set forth herein, terminate on the date set forth in Article 3.

Terminal shall mean the airline passenger terminal and concourse buildings and related facilities at the Airport, as shown on Exhibit "B" attached hereto.

Ticket Counter Bay shall mean at least one-third (1/3) of a ticket counter area, as shown on Exhibit "B," including ticket counter, AIRLINE offices and baggage make-up areas. The ticket counter area shall extend into the public area a minimum of ten (10) feet from the front of the ticket counter to a maximum of the area enclosed by the outermost stanchion used for waiting passengers or the AIRLINE's Ticket Kiosks.

Ticket Kiosks shall mean all on-demand automatic electronic devices used to issue boarding passes, print receipts, and produce other related documents. The location of and amount of space occupied by Ticket Kiosks, including an allowance for queuing, shall be reasonably approved by the AUTHORITY and shall be treated as ticket counter space for rates and charges purposes.

TSA shall mean the Transportation Security Administration, and its authorized successors.

Turn shall mean the arrival and departure of an aircraft from a Gate, and may be measured in halves. The movement of an empty aircraft to or from a Gate shall not constitute half a Turn.

Additional words and phrases used in this Agreement but not defined herein shall have the meanings as set forth in a Resolution(s) or other financing document(s) of the County or AUTHORITY, or, if not so set forth, shall have their usual and customary meaning.

## ARTICLE 2 EFFECTIVE DATE AND TRANSITION PROVISIONS

2.1 Effective Date. This Agreement shall be effective as of January 1, 2026, provided that at least two Scheduled Air Carriers have executed this Agreement by December 31, 2025. Otherwise, this Agreement will not take effect for any Scheduled Air Carrier until the date on which at least two Scheduled Air Carriers have executed this Agreement.

2.2 Cancellation of Prior Agreements. On the Effective Date, all agreements and leases, between AIRLINE and AUTHORITY shall terminate, except for those agreements set forth in Exhibit “H,” which agreements shall continue to remain in full force and effect in accordance with their respective terms and conditions, notwithstanding the execution and delivery by AIRLINE and AUTHORITY of this Agreement.

## ARTICLE 3 TERM

3.1 Basic Term and Renewal Term. Except as set forth in Section 3.2, this Agreement shall be in effect during the period commencing with the Effective Date and ending on December 31, 2030 (the “Basic Term”). This Agreement may be renewed for three (3) additional periods of one (1) year each (each and together, the “Renewal Term”) provided that AIRLINE gives AUTHORITY written notice of its intention to renew this Agreement for each Renewal Term, and further provided that the parties mutually consent to each such Renewal Term.

For the first additional one (1) year renewal AIRLINE shall give AUTHORITY at least three (3) months written notice. For the remaining renewal periods AIRLINE shall give AUTHORITY at least six (6) months written notice. If the parties mutually consent to a Renewal Term, such Renewal Term shall be on the same terms and conditions as are contained in this Agreement (except that, under the provisions of Section 2.1, the Renewal Term shall not remain in effect for AIRLINE or any other Scheduled Air Carrier), and shall be effective only if Signatory

Airlines constituting an MII have executed such an agreement with AUTHORITY for each Renewal Term before the end of the Basic Term or prior Renewal Term, as applicable.

3.2 Early Termination. Notwithstanding Section 3.1, this Agreement may be terminated in accordance with Article 14, Article 15, Article 19 or as may otherwise be provided in this Agreement or any amendments thereto, with respect to termination or cancellation rights. In such event, the termination date shall be the effective date of such termination as provided in such Articles.

#### ARTICLE 4 PREMISES

4.1 Airline Premises.

A. AUTHORITY does hereby lease and demise to AIRLINE, and AIRLINE does hereby lease and accept from AUTHORITY, Preferential Use Premises and Joint Use Premises, in the Terminal as set forth in Exhibits “B” and “C.”

B. AUTHORITY shall have the right to permit an Air Transportation Company other than AIRLINE to use AIRLINE’s preferentially-assigned Gates subject to the conditions set forth in Article 18.

C. Gates shall be leased to Signatory Airlines on a preferential basis, subject to the provisions of Article 18. The allocation of Gates is set forth on Exhibit “C.”

D. AUTHORITY shall have the right, effective at the inception of the Renewal Term in accordance with the terms of Section 3.1, to adjust and/or reallocate all or any portion of the Airline Premises, if required, to accommodate a Scheduled Air Carrier. Prior to the expiration of the Term, and at least sixty (60) days prior to the deadline for AIRLINE to provide notice of its intent to renew under Section 3.1, AUTHORITY and AIRLINE shall consult, to the extent possible, regarding the

AUTHORITY's intentions to so adjust or reallocate all or any portion of the Airline Premises.

4.2 Terminal Equipment. Included in the Airline Premises as of January 1, 2026, is Terminal equipment as set forth in Exhibit "F" attached hereto. Terminal equipment owned or acquired by AUTHORITY for use by AIRLINE in its Airline Premises shall remain the property, and under the control, of AUTHORITY.

4.3 Employee Parking. AUTHORITY shall use reasonable efforts to make available area(s) at the Airport for vehicular parking for AIRLINE's employees, i.e., personnel employed at the Airport or such other personnel of AIRLINE which are assigned to work at another airport, but use the Airport to commute to their assigned airport; provided, however, such area(s) shall not be used for the long-term storage of vehicles or trailers. Long-term shall mean periods greater than two (2) weeks. AUTHORITY may charge fees for any such parking area(s) pursuant to Section 7.7B of this Agreement.

4.4 Public Address System. AUTHORITY shall provide and maintain a public address system in the Terminal, including microphones or other equipment necessary for the operation of said system, which AIRLINE and others similarly authorized by AUTHORITY shall have the right to use for flight announcements, paging and similar purposes, subject to reasonable rules and regulations established by AUTHORITY for the use of said system.

4.5 Federal Inspection Facilities. AUTHORITY may designate areas in the Terminal, or elsewhere on the Airport, to be used by the FAA, DHS, TSA and other agencies of the United States government for security purposes, the inspection of passengers and their baggage, and for the exercise of the responsibilities of said agencies with respect to the movement of persons and property within and to and from the United States.

**ARTICLE 5 USE OF THE AIRPORT AND RELATED FACILITIES**

5.1 AIRLINE Rights and Privileges. In addition to all rights granted elsewhere in this Agreement, AIRLINE shall have the right to use, in common with others so authorized by the AUTHORITY, areas, other than areas leased preferentially or exclusively to others, or otherwise reserved for the exclusive use of the AUTHORITY, facilities, equipment and improvements at the Airport for the operation of AIRLINE's Air Transportation Business and all activities reasonably necessary to such operations, including but not limited to:

A. The landing, taking off, flying over, taxiing, towing, and conditioning of AIRLINE's aircraft and, in areas designated by AUTHORITY, the parking, servicing, deicing, loading or unloading, storage or maintenance of AIRLINE's aircraft and support equipment subject to Sections 5.1F, 5.1G, and 5.4C and subject to the availability of space and such charges as are set forth herein, or as may be imposed by AUTHORITY for areas not included in the Airline Premises. Such rights shall also be subject to such reasonable regulations as AUTHORITY may establish. AIRLINE shall not use or permit the use of the Airfield by any aircraft operated or controlled by AIRLINE which exceeds the design strength or capability of the Airfield as described in the then current FAA-approved Airport Layout Plan (ALP) or other engineering evaluations performed subsequent to the then current ALP, including the then current Airport Certification Manual.

B. The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, and the sale, handling, and providing of mail, freight and express services.

C. The training of personnel in the employ of or to be employed by AIRLINE and the testing of aircraft and other equipment being utilized at the Airport in the

operation of AIRLINE's Air Transportation Business; provided, however, said training and testing shall be incidental to the use of the Airport in the operation by AIRLINE of its Air Transportation Business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. AUTHORITY reserves the right to restrict or prohibit such training and testing operations if it deems that such training and testing operations interfere with the use of the Airport.

D. The sale, disposition or exchange of AIRLINE's aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel or other similar equipment or supplies; provided, however, AIRLINE shall not sell or permit to be sold aviation fuels or propellants except (i) to such Air Transportation Company which is a successor company to AIRLINE; (ii) for use in aircraft of others which are being used solely in the operation of AIRLINE's Air Transportation Business, including, but not limited to, AIRLINE's Affiliate(s); or (iii) when a comparable grade and type of fuel desired by others is not available at the Airport except from AIRLINE.

E. The purchase at the Airport or elsewhere, of fuels, lubricants and any other supplies and services, from any person or company, subject to (i) Section 5.1D and (ii) AUTHORITY's right to require that each provider of services and/or supplies to AIRLINE secures a permit from AUTHORITY to conduct such activity at the Airport, pays required fees, and abides by all reasonable rules and regulations established by AUTHORITY. No discriminatory limitations or restrictions shall be imposed by AUTHORITY that interfere with such purchases; provided, however, nothing herein shall be construed to permit AIRLINE to store aviation

fuels or deicing products at the Airport. The granting of the right to store aviation fuels or deicing products shall be subject to the execution of a separate agreement between AIRLINE and AUTHORITY.

F. The servicing by AIRLINE or its suppliers of aircraft and other equipment being utilized at the Airport by AIRLINE on AIRLINE's Aircraft Aprons, fixed-base operator leased premises, or such other locations as may be designated by the CEO.

G. The loading and unloading of persons, property and mail by motor vehicles or other means of conveyance approved by AUTHORITY on AIRLINE's Aircraft Aprons or such other locations as may be designated by the CEO; provided, however, AIRLINE shall not use Aircraft Aprons to load or unload any cargo-only aircraft.

H. The provision, either alone or in conjunction with other Scheduled Air Carriers or through a nominee, of porter/skycap service for the convenience of the public, and passenger screening devices required pursuant to 49 CFR Part 1544, at no cost to AUTHORITY.

I. The installation and maintenance, at AIRLINE's sole cost and expense, of identifying signs in AIRLINE's Preferential Use Premises subject to the prior written approval of the CEO, which approval shall not be unreasonably withheld, delayed or conditioned. The general type and design of such signs shall be harmonious and in keeping with the pattern and decor of the Terminal areas. Nothing herein shall be deemed to prohibit AIRLINE's installation on the walls behind ticket counters, check in counters, and ticket lift counters in holdrooms, and

on AIRLINE's skycap podiums and loading bridges, identifying and company logo signs as are customarily installed by AIRLINE in such areas at comparable airport facilities.

J. The installation, maintenance and operation, at no cost to AUTHORITY, of such radio communication, computer, meteorological and aerial navigation equipment and facilities on AIRLINE's Preferential Use Premises as may be necessary or convenient for the operation of its Air Transportation Business; provided, however, that the locations and manner of such installations and operations shall be subject to the prior written approval of the CEO. The installation, maintenance and operation of any type of wireless communication system by AIRLINE on all or any portion of the Airline Premises shall not be permitted unless AIRLINE has obtained the prior written approval of the CEO, which shall not be unreasonably withheld, delayed or conditioned provided that such wireless communication system shall not interfere in any way with AUTHORITY's communication systems or any other communication systems then in operation at the Airport.

K. Such rights of way as may reasonably be required by AIRLINE for the radio communication, computer, meteorological and aerial navigation equipment and facilities allowed under Section 5.IJ, such rights of way to be located in and between Airline Premises and the Terminal, subject to the availability of space and/or ground areas as may be determined with the prior written approval of the CEO. AUTHORITY reserves the right to require the execution of a separate

agreement between AUTHORITY and AIRLINE for the lease and use of such space and/or ground area outside Terminal areas.

L. The installation of personal property, including furniture, furnishings, supplies, machinery and equipment, in AIRLINE's Preferential Use Premises as AIRLINE may deem necessary or prudent for the operation of its Air Transportation Business. Title to such personal property shall remain with AIRLINE, subject to the provisions of this Agreement. The provisions of this Section 5.1L shall not be construed to limit the AUTHORITY's right to approve the style and location of any Ticket Kiosks or check-in counters (including Ticket Counter Bays) to be installed by AIRLINE either in the Terminal or on the curb in front of the Terminal pursuant to this Agreement.

M. In connection with exercising its rights under Section 5.1L and otherwise in accordance with Section 9.4, the construction of modifications, finishes and improvements in AIRLINE's Preferential Use Premises as AIRLINE may deem necessary or prudent for the operation of its Air Transportation Business, subject to the prior written approval of the CEO which shall not be unreasonably withheld, delayed or conditioned.

N. Subject to all security measures as may be implemented from time to time at the Airport, ingress to and egress from the Airport and Airline Premises for AIRLINE's officers, employees, agents and invitees, including passengers, customers, suppliers of materials, providers of services, aircraft, equipment, vehicles, machinery and other property. Such right shall be subject to 49 CFR Part 1542, applicable laws and the AUTHORITY's right to establish rules and

regulations governing (i) the general public, including AIRLINE's passengers, and, (ii) access to non-public areas at the Airport by AIRLINE's employees, suppliers of materials and providers of services; provided, however, any such rules and regulations of AUTHORITY shall not unreasonably interfere with the operation of AIRLINE's Air Transportation Business or contravene the terms and conditions of this Agreement. Further, AUTHORITY reserves the right to temporarily or permanently restrict the use of any roadway or other area at the Airport. In the event of such restrictions, upon reasonable notice and if necessary, AUTHORITY shall ensure the availability of a reasonably equivalent means of ingress and egress.

O. The provision of complimentary food and beverages, at AIRLINE's sole cost and expense, to AIRLINE's passengers in AIRLINE's Preferential Use Premises. Except as may be provided in a separate agreement, AIRLINE shall not maintain or operate in the Terminal or elsewhere at the Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling food and beverages to the public or to AIRLINE's employees and passengers. Nothing in this Section 5.10 shall prohibit AIRLINE from (i) installing or maintaining vending machines in its non-public Preferential Use Premises for the sole use of AIRLINE's employees, the type, kind and locations subject to the prior written approval of the CEO; (ii) providing its own in-flight kitchen for catering services to its passengers and crews, or to those of its Affiliates, for consumption aboard aircraft; or, (iii) from entering into a separate agreement with AUTHORITY for the sale of food and beverage in a "VIP room" or similar private club at the Airport.

P. The rights and privileges granted to AIRLINE pursuant to this Article 5 may be exercised on behalf of AIRLINE by other Signatory Airlines or contractors authorized by AUTHORITY to provide such services at the Airport, subject to the prior written approval of AUTHORITY, and further subject to all laws, rules, regulations and fees and charges as may be applicable to the activities undertaken.

Q. Subject to the provisions of Article 17 and subject to the prior written approval of the AUTHORITY, AIRLINE may, on behalf of its Affiliates or any other Air Transportation Company, exercise any of the rights granted AIRLINE herein, so long as AIRLINE is not in default of this Agreement and is concurrently exercising those same rights in the operation of AIRLINE's own Air Transportation Business at the Airport. This right is also subject to other provisions of this Agreement with respect to AUTHORITY rules and regulations and the payment of any fees and charges for such activities.

5.2 Preferential Use Gate Utilization Targets. AIRLINE acknowledges that AUTHORITY has established a Preferential Use Gate Utilization Target applicable to each Preferential Use Gate assigned to AIRLINE. The Preferential Use Gate Utilization Target applicable to each Preferential Use Gate assigned to AIRLINE shall be an Average Minimum Use Level of three (3) daily Turns at each such Preferential Use Gate.

5.3 AUTHORITY's Right to Recapture Underutilized Preferential Use Gates.

A. If AIRLINE fails to meet one or more of its Preferential Use Gate Utilization Targets for six (6) consecutive months (each, a "Utilization Deficiency"), AUTHORITY may, in its sole discretion and without any obligation to do so, issue to AIRLINE a written notice stating AUTHORITY's intention to

recapture one or more of AIRLINE's Preferential Use Gates (each, an "Initial Recapture"). The rights set out in this Section 5.3 are in addition to AUTHORITY's other rights under this Agreement.

B. Upon AUTHORITY's delivery of the Initial Recapture Notice, Airline shall have ninety (90) days, commencing on the date of AUTHORITY's delivery of the Initial Recapture Notice to AIRLINE ("Cure Period"), to cure the Utilization Deficiency described in the Initial Recapture Notice. If, during the Cure Period, AIRLINE consistently meets the applicable Preferential Use Gate Utilization Target for three (3) consecutive months, AIRLINE's Utilization Deficiency shall be deemed cured; provided, however, that AIRLINE shall continue to meet the applicable Preferential Use Gate Utilization Target for the immediately succeeding period of at least three (3) consecutive months.

C. If, following the expiration of the applicable Cure Period, AIRLINE has not cured the Utilization Deficiency, AUTHORITY may, in its sole discretion and without any obligation to do so, issue to AIRLINE a written notice stating AUTHORITY's election to recapture one or more of AIRLINE's Preferential Use Gates and designating the number of Preferential Use Gates that AUTHORITY intends to recapture ("Final Recapture Notice"). The Preferential Gates so recaptured will be that number of Gates needed to allow AIRLINE to meet the applicable Preferential Use Gate Utilization Target for three (3) consecutive months based on the data then available to AUTHORITY. In the case of AUTHORITY's recapture of less than all of the Preferential Use Gates in the Airline Premises,

AUTHORITY and AIRLINE shall, by mutual agreement, designate which Preferential Use Gate(s) shall be subject to such recapture and assignment.

D. AUTHORITY shall revise Exhibits "B" and "C" as needed to reflect the deletion of any Gate(s) from the Airline Premises as a result of AUTHORITY's recapture thereof under this Section 5.3, and shall issue said revised Exhibits "B" and "C" to Airline promptly after AUTHORITY's delivery of the Final Recapture Notice. Upon delivery of the Final Recapture Notice and said revised Exhibits "B" and "C", this Agreement shall be deemed to have been amended to delete from the Airline Premises the portion of the Airline Premises designated in such notice, and AUTHORITY shall have the right, but not the obligation to occupy, reassign, lease or otherwise use all or a portion of the Airline Premises so recaptured. Promptly after receipt of any Final Recapture Notice, AIRLINE shall submit a revised Airfield parking plan to reflect such recapture, which plan will be in form and substance acceptable to AUTHORITY.

E. If the number of AIRLINE's Preferential Use Gates is reduced as provided in this Section 5.3, AUTHORITY may terminate, upon thirty (30) days' written notice to and after consultation with AIRLINE, Airline's right to use those portions of the Airline Premises that are no longer proximate to Airline's Preferential Use Gates or that are no longer necessary, in AUTHORITY's discretion, to support AIRLINE's operations at AIRLINE's remaining Preferential Use Gates; provided, however, that if such Airline Premises includes AIRLINE's office space, AUTHORITY shall use reasonable efforts to locate other office space within the Terminal for lease to AIRLINE to the extent such office space is available, and to

pay the reasonable direct costs incurred by AIRLINE for such relocation. In such a situation, AUTHORITY shall revise Exhibits "B" and "C" to reflect the deletion of any portion of the Airline Premises under this Section 5.3E, and shall issue said revised Exhibits "B" and "C" to Airline with or promptly after AUTHORITY's delivery of the notice referenced in this Section 5.3E. Effective as of the termination date referenced in said notice, this Agreement shall be deemed to have been amended to delete from the Airline Premises the portion of the Airline Premises designated in such notice and Exhibits "B" and "C", and AUTHORITY shall have the right, but not the obligation to occupy, reassign, lease or otherwise use all or a portion of the Airline Premises so deleted. AIRLINE's surrender of any such Airline Premises shall be subject to the terms of Article 16 of this Agreement.

F. Neither AUTHORITY's recapture of Preferential Use Gates nor AUTHORITY's election not to recapture Preferential Use Gates shall affect AIRLINE's obligations under this Agreement nor operate as a waiver by AUTHORITY of any provision of this Agreement, applicable federal, state or local laws, rules and regulations, AUTHORITY's applicable, rules, regulations and policies, or of any right herein reserved to AUTHORITY, or of any right to damages herein provided to AUTHORITY, or of any right available to AUTHORITY at law or in equity.

5.4 Exclusion and Reservations.

A. Nothing in this Article 5 shall be construed as authorizing AIRLINE to conduct any business separate and apart from the conduct of its Air Transportation Business, including but not limited to any promotional or revenue-generating

business in areas open to the public or in any area that is part of the Airline Premises or the Gates without the prior written approval of AUTHORITY.

B. AIRLINE shall not knowingly interfere or permit interference with the use, operation or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at the Airport. AIRLINE shall not engage in any activity prohibited by the AUTHORITY's approved Part 150 Plan, or existing Noise Abatement Procedures, as each may be lawfully amended from time to time provided that such Noise Abatement Procedures shall not unreasonably interfere with AIRLINE's operations.

C. As soon as possible after release from proper authorities, AIRLINE shall remove any of its disabled aircraft from the Landing Area, taxiways or Ramp Area, shall place any such disabled aircraft only in such storage areas as may be designated by the CEO, and shall store such disabled aircraft only upon such terms and conditions as may be established by AUTHORITY; provided, however, AIRLINE shall be requested to remove such disabled aircraft from AIRLINE's Aircraft Apron(s) only if deemed necessary in accordance with Article 4, Section 5.3, or Article 18. In the event AIRLINE shall fail to remove any of its disabled aircraft as expeditiously as possible, AUTHORITY may, but shall not be obligated to, cause the removal of such disabled aircraft; provided, however, AUTHORITY shall give AIRLINE reasonable prior notice of its intent to do so and provided further that AUTHORITY shall use reasonable efforts and care to remove such

aircraft. AIRLINE shall pay to AUTHORITY, upon receipt of invoice, the costs incurred for such removal plus an administrative charge equal to fifteen percent (15%) of such costs.

D. AIRLINE shall not do or permit its agents or employees to do anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such AIRLINE's act, or failure to act, shall cause cancellation of any policy, then AIRLINE shall immediately, upon written notification by AUTHORITY, do whatever shall be necessary to cause reinstatement of said insurance. Furthermore, if AIRLINE shall do or permit to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, which causes an increase in AUTHORITY's insurance premiums, AIRLINE shall immediately remedy such actions and pay any increase in premiums, upon written notice from AUTHORITY to do so; but in any event, AIRLINE will hold AUTHORITY harmless for any expenses and/or damage resulting from any action or failure to act as set forth in this Section 5.4D.

E. AUTHORITY may, at its sole option, install or cause to be installed advertising or revenue generating devices, including, without limitation, vending machines or kiosks, in Joint Use Premises; provided, however, that such installations shall not unreasonably interfere with AIRLINE's operations authorized hereunder or substantially diminish the square footage contained in

Airline Premises. Without limiting the generality of the foregoing, no advertising or revenue generating devices installed or authorized by AUTHORITY within the Joint Use Premises shall promote the AIRLINE's competitors in preference over AIRLINE. AUTHORITY may also, at its sole option, install pay telephones or any other advertising or revenue generating devices in any part of the Terminal; provided, however, installation of pay telephones or any other advertising or revenue generating devices in AIRLINE's Preferential Use Premises shall be with AIRLINE's prior consent, which consent shall not be unreasonably withheld, delayed or conditioned. AUTHORITY shall be entitled to reasonable access upon Airline Premises to install or service such telephones or other advertising or revenue generating devices.

F. The rights and privileges granted AIRLINE pursuant to this Article 5 shall be subject to any and all reasonable and nondiscriminatory rules and regulations established by AUTHORITY, as such may be amended from time to time, and to the provisions of this Agreement; provided, however, that such rules and regulations shall not unreasonably interfere with AIRLINE's exercise of the rights granted hereunder.

G. Any and all rights and privileges not specifically granted to AIRLINE for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to AUTHORITY.

## **ARTICLE 6 OPERATION AND MAINTENANCE OF THE AIRPORT**

### **6.1 AUTHORITY Obligations.**

A. AUTHORITY shall with reasonable diligence, prudently develop, improve, and at all times maintain and operate the Airport with adequate qualified personnel

and keep the Airport in good repair, unless such maintenance, operation or repair shall be AIRLINE's obligation pursuant to this Agreement.

B. AUTHORITY shall use reasonable efforts to keep the Airport and its aerial approaches free from ground obstruction for the safe and proper use thereof by AIRLINE.

C. AUTHORITY, its agents, employees, and contractors, shall not be liable to AIRLINE for temporary failure to furnish all or any of such services to be provided in accordance with this Agreement when due to mechanical breakdown or any other cause beyond the reasonable control of AUTHORITY.

D. AUTHORITY shall maintain in good and workable condition (i) any loading bridges provided by AUTHORITY located at Aircraft Aprons; (ii) any 400 Hertz and/or pre-conditioned air units provided by AUTHORITY located at Aircraft Aprons; and, (iii) the baggage conveyor systems and devices provided by AUTHORITY for use by AIRLINE(s). Associated expenses shall be included as part of Airport O&M Expenses for incorporation in the calculation of rates for rentals, fees and charges.

6.2 AIRLINE Obligations.

A. AIRLINE shall, at all times and at its own expense, preserve and keep Airline Premises in an orderly, clean, neat and sanitary condition; provided, however, this requirement shall not be construed to mean AIRLINE shall have janitorial responsibilities designated to be those of AUTHORITY pursuant to Exhibit "D" attached hereto.

B. AIRLINE shall keep, at its own expense, its preferentially-leased Aircraft Aprons free of fuel, oil, debris, and other foreign objects arising from AIRLINE's operations or from any Air Transportation Company to which AIRLINE permits, or is required to permit, use of its Aircraft Aprons.

C. AIRLINE shall operate and maintain, at its own expense, any other improvements and/or equipment installed or owned by AIRLINE.

D. Should AIRLINE fail to perform its material obligations hereunder, AUTHORITY shall have the right to enter the Airline Premises and perform such activities; provided, however, other than in a case of emergency, AUTHORITY shall give to AIRLINE reasonable advance written notice of noncompliance, not less than seven (7) days, prior to the exercise of this right. If such right is exercised, AIRLINE shall pay to AUTHORITY, upon receipt of invoice, the cost of such services plus an administrative charge equal to fifteen percent (15%) of such cost. The cost charged AIRLINE will be treated as a reimbursement in the Cost Center incurred, and if applicable, credited towards the calculation of rates for rentals, fees and charges.

6.3 Designation of Operation and Maintenance Responsibilities. In addition to the obligations of AIRLINE and AUTHORITY set forth in Sections 6.1 and 6.2, responsibilities for maintenance, cleaning and operation of the Airport shall be as set forth in Exhibit "D" attached hereto.

#### **ARTICLE 7 RENTALS, FEES AND CHARGES**

AIRLINE shall pay AUTHORITY rentals for use of Airline Premises, and fees and charges for the other rights, licenses, and privileges granted hereunder during the Term of this Agreement

at the rates calculated in accordance with Exhibit "G," and shall file periodic reports as specified herein.

7.1 Landing Fees. AIRLINE shall pay monthly to AUTHORITY fees for Chargeable Landings for the preceding month. AIRLINE's landing fees shall be determined as the product of the landing fee rate for the period, calculated in accordance with Exhibit "G," and AIRLINE's total landed weight for the month, based upon the Maximum Gross Landed Weight of each aircraft operated by AIRLINE at the Airport during the preceding month. AIRLINE's total landed weight for the month shall be determined as the sum of the products obtained by multiplying the Maximum Gross Landed Weight of each type of AIRLINE's aircraft by the number of Chargeable Landings of each said aircraft type during such month.

7.2 Terminal Rentals.

A. For the Term of this Agreement, AIRLINE's Terminal rentals shall be the sum of AIRLINE's rentals for Preferential Use and Joint Use Premises. AIRLINE's Terminal rental payment for Preferential Use Premises shall be determined as the sum of the products obtained by multiplying the appropriate Terminal rental rate for the period calculated in accordance with Exhibit "G," by the amount of the corresponding type of space leased by AIRLINE as Preferential Use Premises as set forth in Exhibits "B" and "C."

B. Total Terminal rentals for Joint Use Premises shall be calculated as the product of the Terminal rental rate for the period calculated in accordance with Exhibit "G," and the amount of each category of Joint Use Premises. AIRLINE's share of the total Terminal rentals due each month for Joint Use Premises shall be determined as follows:

(1) Twenty percent (20%) of total rentals due monthly (one-twelfth (1/12) of annual amount) for each category of Joint Use Premises shall be prorated equally among the Scheduled Air Carriers using said category of Joint Use Premises, excluding Low-Volume Air Carriers. Each Signatory Airline and its Affiliates shall be treated as a single entity for purposes of determining Signatory Airline's portion of the twenty percent (20%) share of Joint Use Premises rental.

(2) The remaining eighty percent (80%) of total rentals due monthly for each category of Joint Use Premises shall be prorated among the Scheduled Air Carriers using said category of Joint Use Premises based upon each such Scheduled Air Carrier's Enplaned Passengers and, if not already included as a Scheduled Air Carrier, each Affiliate of any Signatory Airline's Enplaned Passengers during the month as a percentage of total Enplaned Passengers of all Scheduled Air Carriers using said category of Joint Use Premises during such month. Each Signatory Airline and its Affiliates shall be treated as a single entity for purposes of determining a Signatory Airline's portion of the eighty percent (80%) share of Joint Use Premises rental.

C. For purposes of the above calculations, unless an alternative reporting method has been approved by AUTHORITY at the time of AIRLINE's designation of its Affiliate(s), AIRLINE shall include in its report of monthly Enplaned Passengers the total number of Enplaned Passengers handled or otherwise accommodated by AIRLINE for its Affiliates and other Air Transportation

Companies not having an agreement with AUTHORITY that provides for the direct payment to AUTHORITY of appropriate charges for the use of Joint Use Premises.

7.3 Aircraft Apron Fees. As of the Effective Date, to the extent that AIRLINE and its Affiliate(s) share the use of Aircraft Apron(s), then AIRLINE's and its Affiliate(s)' fees for their Preferential Use Premises on the Ramp Area shall be determined as the product obtained by multiplying the square footage of AIRLINE's Aircraft Apron(s), as set forth in Exhibit "C," times the Aircraft Apron rate for the period calculated in accordance with Exhibit "G." If an Affiliate of AIRLINE uses Aircraft Apron(s) separately from AIRLINE, such Affiliate shall be required to pay Aircraft Apron fees to AUTHORITY pursuant to a separate agreement between Affiliate and AUTHORITY or as otherwise approved in writing by AUTHORITY.

7.4 Equipment Charges. AIRLINE's charges for equipment leased by AIRLINE from AUTHORITY, including but not limited to, passenger loading bridges and associated equipment and devices, shall be based on the annual Capital Charges, Capital Charge Coverage, any required reserves, and O&M Expenses incurred by AUTHORITY for any such equipment leased by AIRLINE from AUTHORITY.

7.5 Passenger Screening Charges. If DHS, TSA, FAA or another governmental agency elects to impose or levy a charge upon AUTHORITY for passenger screening activities at the Airport at any time during the Term of this Agreement, then AUTHORITY shall have the right to recover such passenger screening charges on a prorated basis from AIRLINE and every other Scheduled Air Carrier at the Airport, pursuant to a method of prorating such passenger screening charges among the Scheduled Air Carriers, including AIRLINE, as may be approved by Signatory Airlines constituting an MII.

7.6 Per Turn Terminal Fee. The Per Turn Terminal Fee shall be calculated assuming an average of three (3) turns per day per gate Airport-wide. The resulting Per Turn Terminal Fee shall be due to AUTHORITY for each Aircraft turn at the Airport by AIRLINE.

7.7 Other Fees and Charges.

A. AUTHORITY expressly reserves the right to assess and collect the following:

(1) Reasonable and non-discriminatory fees for concessions and other services provided by AIRLINE for others, or for AIRLINE by others, pursuant to Sections 5.1E, 5.1P and 5.1Q of this Agreement, if such services or concessions would otherwise be available from a concessionaire or licensee of AUTHORITY.

(2) Pro rata shares of any actual charges for the provision of any services or facilities which AUTHORITY is required to provide by any governmental entity (other than AUTHORITY acting within its proprietary capacity) having jurisdiction over the Airport.

B. AUTHORITY reserves the right to charge AIRLINE or such employees or personnel of AIRLINE as may be permitted to park at the Airport pursuant to Section 4.3, a reasonable fee for utilizing any employee parking area(s) which may be provided by AUTHORITY from time to time at the Airport.

C. AIRLINE shall pay charges for other services, equipment, facilities or other Terminal improvements not enumerated herein, but provided by AUTHORITY to AIRLINE at AIRLINE's request, or to meet the needs of AIRLINE. Such services, equipment, facilities or Terminal improvements may include, but are not limited to,

special maintenance of Airline Premises, Federal Inspection Services (FIS) facility fees, loading bridges, or equipment/vehicle storage areas. Charges will be based on the actual cost of providing such services, equipment, facilities or Terminal improvements, including the actual cost of labor and materials, and all such costs will be assessed directly to AIRLINE and will not be included in the calculation of rates and charges.

D. AIRLINE shall pay the required fees under this Agreement and the rules and regulations described in Section 5.1N for all permits and licenses necessary for the conduct of its Air Transportation Business at the Airport. AIRLINE shall also pay all taxes, assessments, and charges, including, but not limited to, water and sewerage fees and charges, if separately metered, which during the Term of this Agreement may become a lien or which may be levied by the State, County, City or any other tax levying body, upon any taxable interest by AIRLINE acquired in this Agreement, or any taxable possessory right which AIRLINE may have in or to the premises or facilities leased hereunder, or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as taxes, assessments, and/or charges on property, real or personal, owned by AIRLINE in or about said premises. Upon any termination of tenancy, all taxes then levied or a lien on any of said property, or taxable interest therein, shall be paid in full by AIRLINE forthwith, or within thirty (30) days after a statement thereof has been issued by the tax collector, and provided to AIRLINE, if termination occurs during the interval between attachment of the lien and issuance of statement. However, AIRLINE shall not be deemed to be in default under this Agreement for failure to pay any charges or taxes pending

the outcome of any proceedings instituted by AIRLINE to contest the validity or the amount of such taxes, provided that such failure to pay does not result in any forfeiture. Any requirements of this Section 7.7D will not conflict with any Federal grant assurances from the FAA as such may be applicable to the Airport.

7.8 Payments.

A. Payments of one-twelfth (1/12) of the total annual Terminal, Aircraft Apron, and any and all types of equipment rentals for AIRLINE's Preferential Use Premises shall be due in advance, without demand or invoice, on the first (1<sup>st</sup>) day of each month. Said rentals and charges shall be deemed delinquent if payment is not received by the fifteenth (15<sup>th</sup>) calendar day of each month.

B. Payment of AIRLINE's and its Affiliates' landing fees shall be due as of the date of AUTHORITY's invoice and shall be deemed delinquent if payment is not received within thirty (30) days of the date of such invoice.

C. Payment for Joint Use Premises shall be due as of the date of AUTHORITY's invoice and shall be deemed delinquent if not received within thirty (30) days of the date of such invoice.

D. Payment for all other fees and charges due hereunder shall be due as of the date of AUTHORITY's invoice. Said fees and charges shall be deemed delinquent if payment is not received within thirty (30) days of the date of such invoice.

E. AIRLINE shall be liable and responsible for ensuring that payments due to AUTHORITY from AIRLINE are paid pursuant to this Article 7. Notwithstanding the foregoing, if AIRLINE shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition

to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof or if a court of competent jurisdiction shall enter an order, judgment or decree adjudicating AIRLINE bankrupt, or appointing a receiver of AIRLINE, or of the whole or any substantial part of its property, without the consent of AIRLINE, or approving a petition filed against AIRLINE seeking reorganization or arrangement of AIRLINE under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of entry thereof, then AUTHORITY shall be entitled to enforce its right to obtain any funds due from AIRLINE.

F. AUTHORITY shall provide written notice of any and all payment delinquencies, including payments of any deficiencies which may be due as a result of AUTHORITY's estimates of activity pursuant to Section 7.8G below or due to an audit performed pursuant to Section 7.9C, herein; provided, however, interest at the lower of one and one-half percent (1½%) per month, or the highest rate allowable by applicable state law, shall accrue against any and all delinquent payment(s) from the date due until the date that such payments are received by AUTHORITY at the address set forth in Section 7.8I. This provision shall not

preclude AUTHORITY from canceling this Agreement for default in the payment of rentals, fees or charges, as provided for in Section 14.1A herein, or from exercising any other rights contained herein or provided by law.

G. In the event AIRLINE fails to submit its monthly activity reports as required in Section 7.9A, AUTHORITY shall estimate the rentals, fees and charges based upon one hundred twenty-five percent (125%) of the highest of the previous twelve (12) month's activity reported by AIRLINE and any of AIRLINE's Affiliates and issue an invoice to AIRLINE for same. If no activity data is available, AUTHORITY shall reasonably estimate such activity and invoice AIRLINE for same. AIRLINE shall be liable for any deficiencies in payments based on estimates made under this provision; and payment for said deficiencies shall be deemed due as of the date such rental was due and payable. If such estimated payments result in an overpayment by AIRLINE, AUTHORITY shall apply such overpayment as a credit against the subsequent amounts due for such rentals, fees and charges from AIRLINE; provided, however, AIRLINE shall not be entitled to any credit for interest on payments of such estimated amounts.

H. In the event AIRLINE's obligations with-respect to Airline Premises or rights, licenses or privileges granted hereunder shall commence or terminate on any date other than the first or last day of the month, AIRLINE's rentals, fees and charges shall be prorated on the basis of the number of days such premises, facilities, rights, licenses, services, or privileges were enjoyed during that month.

I. All payments due and payable hereunder shall be paid in lawful money of the United States of America, without set off, by check made payable to the Albany County Airport Authority and delivered to:

Albany County Airport Authority  
Attn: Accounts Receivable  
Albany International Airport  
Administration Building, Suite 204  
Albany, New York 12211-1057

Payments under this Agreement shall be deemed made by AIRLINE upon the date that such payments are received by AUTHORITY at the address set forth in this Section 7.8I.

7.9 Information to be Supplied by AIRLINE.

A. Not later than ten (10) days after the end of each month, AIRLINE shall file with AUTHORITY written reports on forms provided by AUTHORITY for activity conducted by AIRLINE and its Affiliates during said month, and for activity handled by AIRLINE for other Air Transportation Companies not having an agreement with AUTHORITY providing for its own submission of activity data to AUTHORITY.

B. AUTHORITY shall have the right to rely on said activity reports in determining rentals and charges due hereunder; provided, however, AIRLINE shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate activity reports shall be subject to interest charges as set forth in Section 7.8F.

C. AIRLINE shall at all times maintain and keep books, ledgers, accounts or other records, wherein are accurately kept all entries reflecting the activity statistics to be reported pursuant to Section 7.9A. Such records shall be retained by

AIRLINE three (3) years subsequent to the activities reported therein, or such other retention period as set forth in 14 CFR Part 249.7, and made available at Albany, New York for audit and/or examination by AUTHORITY or its duly authorized representative during all normal business hours. AIRLINE shall produce such books and records at Albany, New York within thirty (30) calendar days of AUTHORITY's written notice to do so or pay all reasonable expenses, including but not limited to transportation, food and lodging, necessary for an auditor selected by AUTHORITY to audit said books and records at a mutually agreeable alternate location.

D. The cost of such audit, with the exception of the aforementioned expenses, shall be paid by AUTHORITY from Airport Revenues; provided, however, the total cost of said audit shall be borne by AIRLINE if either or both of the following conditions exist:

- (1) The audit reveals an underpayment of more than five percent (5%) of rentals, fees and charges due hereunder, as determined by said audit; or
- (2) AIRLINE has failed to maintain true and complete books, records, accounts, and supportive source documents substantially in accordance with Section 7.9C.

7.10 Security for Payment.

A. Unless AIRLINE has provided regularly scheduled passenger flights to and from the Airport during the eighteen (18) months prior to the effective date of this Agreement, without the occurrence of any act or omission which would have been an Event of Default pursuant to this Agreement, AIRLINE shall provide

AUTHORITY on the Effective Date of this Agreement with a contract bond, irrevocable letter of credit or other similar security acceptable to AUTHORITY (“Contract Security”) in an amount equal to the estimate of three (3) months’ rentals, fees and charges payable by AIRLINE pursuant to this Article 7, to guarantee the faithful performance by AIRLINE of its obligations under this Agreement and the payment of all rentals, fees and charges due hereunder. AIRLINE shall be obligated to maintain such Contract Security until the expiration of a consecutive eighteen (18) month period during which AIRLINE commits no Event of Default under this Agreement. Such Contract Security shall be in a form and with a company reasonably acceptable to AUTHORITY. In the event that any such Contract Security shall be for a period less than the full period required by this Section 7.10A or if the Contract Security shall be cancelled, AIRLINE shall provide a renewal or replacement Contract Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation.

B. Notwithstanding the above Section 7.10A, AUTHORITY shall have the right to waive such Contract Security requirements for a Signatory Airline. Any such waiver by AUTHORITY shall be conditioned upon said Signatory Airline having provided regularly scheduled passenger flights at six (6) other airports with activity levels and characteristics similar to Airport during the most recent eighteen (18) month period, without committing any material default under the terms of the respective lease and use agreements at each of the six (6) facilities, and without any history of untimely payments for rentals, fees and charges. The burden shall be on

AIRLINE to demonstrate to AUTHORITY its compliance with these requirements at the six (6) other airports.

C. Upon the occurrence of any AIRLINE act or omission that is an Event of Default pursuant to this Agreement, or upon AIRLINE's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be amended, supplemented, or replaced, AUTHORITY, by written notice to AIRLINE given at any time within ninety (90) days of the date such event becomes known to AUTHORITY, may impose or reimpose the requirements of Section 7.10A on AIRLINE. In such event, AIRLINE shall provide AUTHORITY with the required Contract Security within ten (10) days from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until the expiration of a period of eighteen (18) consecutive months during which AIRLINE commits no additional Event of Default.

If AIRLINE shall fail to obtain or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate cancellation of this Agreement pursuant to Article 14. AUTHORITY's rights under this Section 7.10 shall be in addition to all other rights and remedies provided to AUTHORITY under this Agreement.

7.11 Capitalized Interest on Bonds. Bonds, Subordinated Indebtedness, and/or Other Indebtedness issued by AUTHORITY may provide for the capitalization of interest during the construction period for each project.

7.12 Passenger Facility Charges. AUTHORITY expressly reserves the right to impose PFCs on airline passengers for the use of the Airport in accordance with 49 U.S.C. § 40117 and

applicable implementing regulations adopted by the FAA, 14 CFR Part 158, as they may be amended from time to time (the “PFC Regulations”).

AIRLINE shall hold in trust for AUTHORITY the net principal amount of all PFCs that are collected by AIRLINE or its agents on behalf of AUTHORITY pursuant to 49 U.S.C. § 40117 and the PFC Regulations. For the purposes of this Section 7.12, net principal amount shall mean the total principal amount of all PFCs that are collected by AIRLINE or its agents on behalf of AUTHORITY, reduced by any amount that AIRLINE is permitted to retain pursuant to § 158.53(a) of the PFC Regulations. PFCs collected by AIRLINE shall be remitted to AUTHORITY at the address specified in Section 7.8I, or at such other place as AUTHORITY may, from time to time, designate in writing.

Nothing in this Agreement shall be interpreted to impair AUTHORITY’s right to impose or use a PFC, or to impair AIRLINE’s rights to consultation under 49 U.S.C. § 40117 and the PFC Regulations.

## **ARTICLE 8 CHANGES IN RATES FOR RENTALS, FEES AND CHARGES**

### **8.1 Annual Rate Changes.**

A. Not later than ninety (90) days prior to the end of each Fiscal Year, AUTHORITY shall, in writing, notify AIRLINE of the proposed budget and schedule of rates for rentals, fees and charges for the ensuing Fiscal Year. Said rates shall be based upon Airport budgeted Revenues, O&M Expenses, Capital Charges, Capital Charge Coverage, required reserves, and other rate components, all as determined and presented to AIRLINE in conformance with the methods and format set forth in Exhibit “G.” AIRLINE understands that the final budget for certain County-provided services may not be available until the end of the then current Fiscal Year.

B. The Signatory Airlines through the AAC shall have the right to review and comment upon the proposed operating budget. No later than thirty (30) days after the forwarding of the proposed schedule of rates for rentals, fees and charges, AUTHORITY agrees to establish a meeting date with the AAC at a mutually convenient time for the purpose of discussing such rentals, fees and charges. In advance of said meeting, AUTHORITY shall make available to the AAC any reasonably requested additional information relating to the determination of the proposed rates. AUTHORITY agrees to fully consider the comments and recommendations of the Signatory Airlines prior to finalizing its schedule of rates for rentals, fees and charges for the ensuing Fiscal Year.

C. Following said meeting, and prior to the end of the then current Fiscal Year, AUTHORITY shall notify AIRLINE in writing of the rates for rentals, fees and charges to be established for the ensuing Fiscal Year.

D. If calculation of the new rates for rentals, fees and charges is not completed by AUTHORITY and the notice provided in Section 8.1C is not given on or prior to the end of the then current Fiscal Year, the rates for rentals, fees and charges then in effect shall continue to be paid by AIRLINE until such calculations are concluded and such notice is given. Upon the completion of such calculations and the giving of such notice, AUTHORITY shall determine the difference(s), if any, between the actual rentals, fees and charges paid by AIRLINE to date for the then current Fiscal Year and the rates for rentals, fees and charges that would have been paid by AIRLINE if the new rates had been in effect beginning on the first day of the Fiscal Year. Any such differences shall be applied to the particular rentals, fees

or charges for which a difference(s) in rates resulted in an overpayment or underpayment, and shall be remitted by AIRLINE or credited or refunded by AUTHORITY in the month immediately following the calculation of the new Fiscal Year rates and the giving of notice to AIRLINE. AUTHORITY shall use its best efforts to finalize its budget on a timely basis.

8.2 Other Rate Changes. Rates for rentals, fees and charges may be changed at any other time that unaudited monthly Airport financial data indicates that total rentals, fees and charges payable pursuant to the then current rate schedules are estimated and anticipated by AUTHORITY to vary by more than ten percent (10%) from the total rentals, fees and charges that would be payable based upon the use of the monthly financial and statistical data then available for said Fiscal Year or at any time when Revenues, less O&M Expenses, is projected to be less than one hundred twenty five percent (125%) of the amount of Debt Service. In the event such recalculated rates result in a reduction from the then-current rates payable by Signatory Airlines, AUTHORITY and Signatory Airlines constituting an MII may agree to maintain the then-current rates. Rates for rentals, fees and charges may also be changed whenever required by the terms and provisions of any Resolution(s) or other financing document(s) of the County or AUTHORITY; provided, however, that the Signatory Airlines' total rental, fees and charges payable to AUTHORITY shall be allocated to AIRLINE in accordance with this Agreement.

8.3 Incorporation of Exhibit "G." Adjustments to rates for rentals, fees and charges shall apply without the necessity of formal amendment of this Agreement. Upon each adjustment pursuant to this Article 8, a revised Exhibit "G," showing the calculation of adjusted rates for rentals, fees and charges, shall be prepared by AUTHORITY and transmitted to AIRLINE. Said exhibit shall then be deemed part of this Agreement without formal amendment thereto.

8.4 Annual Settlement.

A. Calculation. Within one hundred eighty (180) days following the close of each Fiscal Year, or as soon as audited financial data for said Fiscal Year is available, rates for rentals, fees and charges for the preceding Fiscal Year shall be recalculated using audited financial and actual statistical data and the methods set forth in Exhibit "G." AUTHORITY shall determine any difference(s) between the actual rentals, fees and charges paid by all Signatory Airlines during the preceding Fiscal Year and the rentals, fees and charges that would have been paid by Signatory Airlines using said recalculated rates.

B. Extraordinary Coverage Protection. AUTHORITY shall include Extraordinary Coverage Protection payments in the calculation of rates for rentals, fees and charges at the Airport in any Fiscal Year in which the amount of Revenues, less O&M Expenses, is projected to be less than one hundred twenty-five percent (125%) of the amount of Debt Service. Payments will be allocated to the Airfield and Terminal Cost Centers on the basis of Total Landing Fee Requirement and Total Terminal Requirement, each as determined in accordance with Exhibit "G."

C. Funds Remaining. AUTHORITY and AIRLINE estimate that certain Revenues not required for payments of O&M Expenses, Capital Charges, Capital Charge Coverage, Debt Service Reserve Requirement, Capital Expenditures, and deposits to reserves will be generated from Airport operations in each Fiscal Year ("Funds Remaining"), and deposited to reserves. Except as otherwise provided herein, such Funds Remaining shall be calculated in accordance with Exhibit "G." In accordance with Exhibit "G," fifty percent (50%) of such Funds Remaining shall

be transferred to AUTHORITY's General Fund. The remaining fifty percent (50%) shall first be applied to offset any Capital Charge Coverage, and any remainder after such application shall then be applied as a credit to the Signatory Airlines, with eighty percent (80%) thereof allocated to the Signatory Airlines based on their respective share of total terminal rental for Preferential Use and Joint Use Premises, and twenty percent (20%) thereof allocated to the Signatory Airlines and Signatory Cargo Carriers based on their respective share of landed weight for such Fiscal Year; provided, however, that AUTHORITY shall not be required to apply said remainder as a credit to the Signatory Airlines if AUTHORITY includes Extraordinary Coverage Protection payments in the calculation of rates for the then-current Fiscal Year in accordance with Section 8.4B.

D. Settlement with Signatory Airlines. AUTHORITY shall combine any amounts due to or from the Signatory Airlines under Section 8.4A above, with any credit due to the Signatory Airlines from Section 8.4C, above, to determine the net amount due to or from the Signatory Airlines. AUTHORITY shall, in the event of overpayment by AIRLINE, apply the amount of the overpayment to any outstanding balance due to AUTHORITY by AIRLINE, or if there is no outstanding balance, AUTHORITY shall as soon as practicable and in any event no more than two (2) business days after the determination of overpayment issue a check to AIRLINE in the amount of the overpayment by the AIRLINE, up to Two Million Dollars (\$2,000,000) collectively across all Signatory Airlines, and if the amount of the total overpayment is over said amount promptly issue a credit memorandum to AIRLINE for the remaining amount of the overpayment which

can be applied towards future payments from AIRLINE as they become due. All unused credits issued by credit memorandum shall expire twelve (12) months from the date of the last invoice paid by AIRLINE; provided that, after said expiration, AUTHORITY shall issue a check to AIRLINE in the amount of any overpayment by AIRLINE or overbilled amount by AUTHORITY within thirty (30) days of AUTHORITY's discovery and confirmation thereof in accordance with and subject to applicable law. AUTHORITY shall, in the event of underpayment by AIRLINE, invoice AIRLINE for the amount of such underpayment. Said invoiced amount shall be due within thirty (30) days of the invoice mailing date.

E. General Fund. Funds credited to the General Fund may be used at the discretion of AUTHORITY for any lawful purpose related to the Airport, including, but not limited to, the payment of Other Debt Service. MII may request that AUTHORITY pay the costs of requested or required capital improvements to the Airfield Cost Center or Terminal Cost Center from such funds. In the event AUTHORITY agrees to pay such costs from the General Fund, reimbursement, if any, will be subject to such terms and conditions as agreed to by the parties.

8.5 AUTHORITY Covenants.

A. AUTHORITY covenants that for purposes of assigning and allocating costs, it shall utilize generally accepted accounting practices utilized for airports operating as an enterprise fund, and include only those charges properly attributable to the Airport.

B. AUTHORITY shall operate the Airport in a manner so as to produce Revenues from concessionaires, tenants and other users of the Airport of a nature

and amount which would be produced by a reasonably prudent operator of an airport of substantially similar size, use and activity, with due regard for the interests of the public, tenants, and other users, and subject to existing leases.

C. AUTHORITY shall use all Revenues of the Airport exclusively for the construction, maintenance, operation, development, promotion, financing and management of the Airport.

D. AUTHORITY covenants that it will take the differing commitments and obligations of Non-Signatory Airlines into consideration in establishing Non-Signatory Airline rates. As of January 1, 2026, the AUTHORITY will establish Non-Signatory Airline Terminal and landing fee rates at one and one quarter (1.25) times the Signatory Airline rates. Notwithstanding the above, the AUTHORITY intends to also provide to Signatory Cargo Carriers rates for rentals, fees and charges that reflect signatory status.

#### **ARTICLE 9 AIRLINE DISAPPROVALS; IMPROVEMENTS**

9.1 Need for Capital Expenditures. The parties hereto recognize that Capital Expenditures to preserve, protect, enhance, expand, or otherwise improve the Airport, or part thereof, may be required during the Term of this Agreement. Any such Capital Expenditures to be paid for or financed using Airport Revenues shall be subject to the provisions of this Article 9.

9.2 Capital Expenditures Not Subject To MII. The following Capital Expenditures shall be permitted to be undertaken by AUTHORITY at any time and shall not be subject to MII consideration:

A. Beginning in Fiscal Year 2026, annual Capital Expenditures in the Airfield and/or Terminal Cost Centers of up to an aggregate of Six Million Dollars (\$6,000,000) in net costs (i.e., net of any PFCs and applicable federal and state

assistance for such Capital Expenditures). AUTHORITY shall provide the Signatory Airlines written notice of and opportunity to comment on any Capital Expenditure under this Section 9.2A with a total estimated budget of more than One Million Dollars (\$1,000,000) in net costs. Capital Expenditures under this Section 9.2A shall be funded by the rentals, fees and charges payable by the Signatory Airlines and/or AUTHORITY funds available provided that to the extent AUTHORITY shall utilize less than Six Million Dollars (\$6,000,000) in any Fiscal Year, the difference between such Six Million Dollars (\$6,000,000) and the actual amount utilized shall be retained by Authority.

B. Projects required by the Federal Aviation Administration (“FAA”), U.S. Transportation Security Administration (“TSA”), U.S. Department of Homeland Security (“DHS”), U.S. Department of Transportation (“DOT”) or similar governmental authority, other than AUTHORITY, having jurisdiction over the Airport, any Signatory Airline’s operations, or the issuance of federal or state grants to AUTHORITY.

C. Projects to repair casualty damage to Airport property, which must be rebuilt or replaced in order for AUTHORITY to meet its obligations pursuant to this Agreement or agreements with other lessees at the Airport; provided, however, that if such projects are undertaken pursuant to agreements with other lessees at the Airport, any costs, net of insurance proceeds, shall not be included in AIRLINE’s rentals, fees and charges.

D. Special Purpose Facilities for which, in all cases, the Scheduled Air Carrier(s) or other user(s) thereof shall be required to pay directly or reimburse

AUTHORITY for all costs, including financing costs, associated with such facilities during the Term of this Agreement. In no event shall the obligations of any such Scheduled Air Carrier be included in AIRLINE's rates for rentals, fees and charges if such Scheduled Air Carrier defaults in making required payments unless approved by an MII.

E. Reasonable improvements or additions, including all costs therefor, necessary to settle claims, satisfy judgments, or comply with judicial orders against AUTHORITY by reason of its ownership, operation, maintenance, or use of the Airport.

F. Expenditures of an emergency nature which, if not made, would result in the closing of any portion of the Airport within forty-eight (48) hours.

G. Expansion of Airport facilities for the increased requirements of any Signatory Airline(s) if such Signatory Airline(s) shall agree in writing to pay increased rentals, fees and charges sufficient to cover the payment of O&M Expenses, Capital Charges, and Capital Charge Coverage applicable to the construction, including design and financing costs, and operation of any Preferential Use and Joint Use portions of the project during the Term of this Agreement. In the event said expansion necessitates the concurrent construction of related public or support systems, the costs and expenses of such facilities shall be treated under this Agreement in the same manner as the costs and expenses associated with other similar areas and/or support systems previously constructed. This exclusion shall also be applicable to projects to accommodate a Scheduled Air Carrier under the same terms and conditions; provided, however, such Scheduled

Air Carrier shall be required to enter into an agreement with AUTHORITY substantially similar to this Agreement.

H. Capital Expenditures that do not increase the fees and charges to AIRLINE during the Basic Term.

I. Projects undertaken in Airport Cost Centers other than the Airfield and Terminal Cost Centers.

J. Projects, the cost of acquisition, purchase or construction of which, shall be paid from the General Fund; provided, however, that such costs shall not be charged to AIRLINE.

K. As provided by 49 U.S.C. § 40117(f), no Capital Expenditure shall be subject to MII voting or approval to the extent such Capital Expenditure is financed by PFCs or PFC-backed Bonds.

9.3 The Disapproval Process.

A. AUTHORITY shall notify the AAC in writing of its intent to undertake Capital Expenditures which are subject to MII consideration and shall provide the AAC with the following information associated therewith:

- (1) A description of the proposed Capital Expenditure(s), together with cost estimates, schedule, and any preliminary drawings, if applicable;
- (2) A statement of the need for the proposed Capital Expenditure(s), along with the planned benefits to be derived from such expenditures;
- (3) AUTHORITY's preferred means of financing or paying the costs of the proposed Capital Expenditure(s); and

(4) The planned allocation of the costs thereof to the various Airport Cost Centers, and the projected impact on rates for rentals, fees and charges.

B. Within thirty (30) days after AUTHORITY's delivery of said notice, the AAC may request in writing a meeting with AUTHORITY for the purpose of discussing proposed Capital Expenditure(s), including a discussion of any impacts on the Airline's operations. Should such a request be made, AUTHORITY shall meet with the AAC within forty-five (45) days of its original notice. AUTHORITY agrees to consider comments and recommendations of the AAC with respect to proposed Capital Expenditure(s).

C. Unless the AAC constituting an MII shall issue individual written disapprovals for any Capital Expenditure requiring MII consideration within thirty (30) days of the meeting held pursuant to Section 9.3B, or within (30) days of the delivery of AUTHORITY's notice of intent, if no meeting is requested, AUTHORITY may proceed with said Capital Expenditure.

D. In the event of disapproval by an MII of a proposed Capital Expenditure subject to MII consideration, AUTHORITY shall have the option to convene a second meeting with the AAC within sixty (60) days following the date the disapproval became effective for the purpose of providing additional information relative to the proposed Capital Expenditure and to request reconsideration. A disapproval of a Capital Expenditure may be reversed in writing by a MII at any time.

E. AUTHORITY may issue Subordinated Debt or Other Indebtedness in addition to Bonds, to finance any Capital Expenditure permitted by this Article 9,

including to establish or maintain reserves and pay all related costs of financing. All costs associated with Capital Expenditures permitted by this Article 9, including but not limited to, O&M Expenses, O&M Reserve Requirement, Capital Charges and Capital Charge Coverage, and any requirement for either establishing or replenishing of the Debt Service Reserve Requirement, shall be included in the calculation of rates for rentals, fees and charges in accordance with Exhibit "G."

9.4 Alterations and Improvements by AIRLINE.

A. In accordance with Section 5.1M, AIRLINE may construct and install, at AIRLINE's sole expense, improvements in its Preferential Use Premises as AIRLINE deems to be necessary for its operations; provided, however, that the plans and specifications, location, and construction schedule for such improvements shall be subject to approval by the CEO in writing prior to the commencement of any and all such construction or installation. Said approval shall not be unreasonably withheld, delayed or conditioned. No reduction or abatement of rentals, fees and charges shall be allowed for any interference with AIRLINE's operations by such construction.

B. Prior to the commencement of any improvements greater than Two Hundred Fifty Thousand Dollars (\$250,000), AUTHORITY shall have the right to require that AIRLINE shall obtain, or cause to be obtained, a contract surety bond in a sum equal to the full amount of any construction contract awarded by AIRLINE for the improvements. Said bond (i) shall name AUTHORITY as an obligee thereunder; (ii) shall be drawn in a form and from such company acceptable to AUTHORITY and authorized to do business in the State of New York; (iii) shall

guarantee the faithful performance of necessary construction and completion of improvements in accordance with final plans and detailed specifications approved in writing by AUTHORITY; and (iv) shall protect AUTHORITY against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure to perform completely the work as approved. AUTHORITY further reserves the right to require that AIRLINE acquire or cause to be acquired a payment bond with any contractor or contractors of AIRLINE as principal, in a sum equal to the full amount of the construction contract awarded by AIRLINE for the improvements. Said bond shall name AUTHORITY as an obligee thereunder and shall guarantee payment of all wages for labor and services engaged, and of all bills for materials, supplies and equipment used in the performance of said construction contract.

C. Any work associated with such construction or installation by AIRLINE shall be completed in a first class manner, and shall not unreasonably interfere with the operation of the Airport, or otherwise unreasonably interfere with the permitted activities of other Scheduled Air Carriers and users. Upon completion of approved construction, and within ninety (90) days of AIRLINE's receipt of a certificate of occupancy, a complete set of as-built print and CAD drawings shall be delivered to the CEO for the permanent record of AUTHORITY.

D. AIRLINE shall furnish or require contractors to furnish satisfactory evidence of statutory workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance and physical damage insurance, on a builder's risk form with the interest of AUTHORITY and County

endorsed thereon as additional insureds, in such amounts and in such manner as AUTHORITY may reasonably require. AUTHORITY may require additional insurance for any alterations or improvements approved hereunder, in such limits as AUTHORITY reasonably determines to be necessary.

E. Any construction or installation shall be at the sole risk of AIRLINE, shall be in accordance with all applicable state and local codes and laws (including without limitation the requirements of AUTHORITY's tenant alteration and improvement program, as such requirements may change from time to time) and subject to inspection by the CEO, and shall be undertaken and completed in accordance with the plans and specifications approved pursuant to Section 9.4A in a first class manner comparable to and consistent with similar facilities at the Airport and with the standards for construction maintained by AUTHORITY for improvements and alterations at the Airport.

F. All improvements made to Airline Premises and additions and alterations thereto made by AIRLINE shall be and remain the property of AUTHORITY until expiration of the Term of this Agreement. Upon termination or cancellation of this Agreement prior to its expiration, whether by AIRLINE or AUTHORITY, said additions and alterations shall be considered to be the property of AUTHORITY; provided, however, that any trade fixtures, signs, equipment, and other moveable personal property of AIRLINE not permanently affixed to Airline Premises shall remain the property of AIRLINE, subject to the terms of Article 14.

#### **ARTICLE 10 AFFILIATE PRIVILEGES AND OBLIGATIONS**

10.1 Designation As Affiliate. Subject to the provisions of this Article 10, AIRLINE may elect to designate an Affiliate of AIRLINE at the Airport. No Scheduled Air Carrier which

is then in default of its Signatory Agreement or Non-Signatory Operating Agreement with AUTHORITY, as applicable, may be designated as an Affiliate. In the event AIRLINE designates an Affiliate, the provisions of this Article 10 shall apply to AIRLINE and its Affiliate.

10.2 Obligations.

A. AIRLINE may not use an Affiliate at the Airport without first (i) designating the Affiliate on the “Designation of Affiliate” form which is Exhibit 1 to the form Affiliate Operating Agreement, attached as Exhibit “H”; (ii) ensuring that the Affiliate has either entered into an Affiliate Operating Agreement with AUTHORITY in the form attached as Exhibit “H” or is already a Signatory Airline; and (iii) confirming for AUTHORITY in writing, using the form it uses to designate the Affiliate pursuant to clause (i), whether AIRLINE will pay to AUTHORITY or guarantee the Affiliate’s payment of all Landing Fees, Terminal Rentals and all other charges due to AUTHORITY on account of the Affiliate’s use of any Airport facilities or services as an Affiliate of AIRLINE, as provided in Section 10.2B.

B. Each Affiliate of AIRLINE shall report and pay to AUTHORITY all PFCs that it collects as an Affiliate of AIRLINE on account of enplaning passengers at the Airport. AIRLINE shall either pay to AUTHORITY or guarantee payment to AUTHORITY (as provided in the Designation of Affiliate form and the Affiliate Operating Agreement) of all Landing Fees, Terminal Rentals and all other charges, and submit all activity reports, that are due to AUTHORITY on account of the Affiliate’s use of any Airport facilities or services as an Affiliate of AIRLINE; provided, however, that both AIRLINE and the Affiliate shall remain fully and jointly responsible and liable to AUTHORITY for the payment of all Landing Fees,

Terminal Rentals and all other charges (including PFCs), and the preparation of all activity reports, that are due to AUTHORITY on account of the Affiliate's use of any Airport facilities or services as an Affiliate of AIRLINE.

C. AIRLINE shall provide AUTHORITY thirty (30) days' prior written notice before designating a new Affiliate, or if thirty (30) days' prior written notice is not possible, AIRLINE shall provide AUTHORITY with written notice as soon as possible prior to the commencement of Affiliate's operations at the Airport as an Affiliate of AIRLINE. The preceding sentence shall not be construed to reduce, modify or limit any of AIRLINE's obligations (including, without limitation, payment obligations) with respect to its Affiliates as set forth elsewhere in this Agreement. Designation of any Affiliate by AIRLINE, including without limitation the allocation of all payment, reporting and performance obligations between AIRLINE and its Affiliate(s), shall be subject to the AUTHORITY's approval, which approval shall not be unreasonably withheld, delayed or conditioned, provided that AIRLINE has notified AUTHORITY in the manner required above.

D. An Affiliate of AIRLINE shall not be required to provide AUTHORITY a security deposit pursuant to its Non-Signatory Operating Agreement, or an additional security deposit pursuant to its Signatory Agreement, as applicable, only if and for as long as AIRLINE's guaranty of its Affiliates' obligations under the Designation of Affiliate form and the Affiliate Operating Agreement remains in full force and effect and no Event of Default has occurred or is continuing under this Agreement.

10.3 Privileges of Affiliates. For so long as AIRLINE and its Affiliates have complied with the payment and reporting obligations of Section 10.2B, then:

A. Each Affiliate of AIRLINE shall have the same privileges as AIRLINE has under this Agreement to use the Airline Premises as an Affiliate of AIRLINE.

B. The Landing Fees, Terminal Rentals and all other charges due on account of each Affiliate's use of Airport facilities or services as an Affiliate of AIRLINE shall be calculated as if the Affiliate were a Signatory Airline; provided, however, that the Affiliate's activity as an Affiliate of AIRLINE shall be treated as activity of AIRLINE and not as activity of the Affiliate; and provided, further, that in calculating Terminal Rentals for Joint Use Premises under Section 7.2C, such Affiliate shall be treated as if it were AIRLINE, and shall not be counted as a separate Signatory Airline for purposes of proration applicable to AIRLINE.

C. AIRLINE and its Affiliates shall be treated as a single Signatory Airline for purposes of determining a MII, and the Maximum Gross Landed Weight of, and payments of Terminal Rentals and other charges due on account of each Affiliate's use of Airport facilities or services by, an Affiliate of AIRLINE shall be included with those of AIRLINE in determining or calculating any action by a MII as defined in Section 9.3.

D. Each Affiliate's activity at the Airport as an Affiliate of AIRLINE shall be treated as activity of AIRLINE at the Airport, and not as activity of the Affiliate, for purposes of reassignments of Airline Premises under Section 18.5.

10.4 Default by or Termination of Affiliate. In the event (a) an Affiliate of AIRLINE is subject to a written notice of default pursuant to the Affiliate Operating Agreement with

AUTHORITY, which default is not substantially cured within applicable notice and cure periods, or (b) AUTHORITY receives thirty (30) days' prior written notice from AIRLINE (or if thirty (30) days' prior written notice is not possible, AIRLINE shall provide AUTHORITY with written notice as soon as possible before the cancellation or modification of such designation), or (c) AUTHORITY otherwise determines, that the Affiliate designation by AIRLINE has been terminated, the privileges described in Section 10.3 hereof shall cease immediately upon the date set forth in such notice. Regardless of the timing of any such written notice, an Affiliate's status as an Affiliate of AIRLINE shall terminate automatically at such time as the Affiliate ceases to satisfy the criteria that allowed it to qualify as an Affiliate hereunder. AIRLINE's liability to AUTHORITY for the payment of all Landing Fees, Terminal Rentals and other charges (including PFCs), and the submission of all activity reports, that are due to AUTHORITY on account of the terminated Affiliate's use of any Airport facilities or services as an Affiliate of AIRLINE shall survive the termination of its Affiliate status; provided, however, that AIRLINE shall only be responsible for such payments and reports as relate to the terminated Affiliate's operations before its termination as an Affiliate of AIRLINE took effect if such termination is for reasons other than Affiliate's default.

10.5 Signatory Airline Operating as an Affiliate. An Air Transportation Company designated as an Affiliate by AIRLINE may only be a Signatory Airline if (and to the extent) it otherwise qualifies to be a Signatory Airline and operates a passenger Air Transportation Business at the Airport under its own trade name and livery and sells tickets in its own name.

10.6 Multiple Affiliates. More than one Signatory Airline may from time to time designate as its Affiliate the same Signatory Airline or Non-Signatory Airline, as the case may be,

and each such Signatory Airline shall only be responsible for such Signatory Airline's or Non-Signatory Airline's operations as its Affiliate.

#### **ARTICLE 11 DAMAGE OR DESTRUCTION**

11.1 Partial Damage. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be partially damaged by fire or other casualty, but said circumstances do not render Airline Premises untenable as reasonably determined by AUTHORITY, the same shall be repaired to usable condition with due diligence by AUTHORITY as hereinafter provided and limited. No abatement of rentals shall accrue to AIRLINE so long as Airline Premises remain tenantable.

11.2 Substantial Damage. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be so extensively damaged by fire or other casualty as to render any portion of said Airline Premises untenable but capable of being repaired within a reasonable period of time, as reasonably determined by AUTHORITY, the same shall be repaired to usable condition with due diligence by AUTHORITY as hereinafter provided and limited. In such case, the rentals payable hereunder with respect to AIRLINE's affected Airline Premises shall be paid up to the time of such damage and shall thereafter be abated equitably in proportion as the part of the area rendered untenable bears to total Airline Premises until such time as such affected Airline Premises shall be restored adequately for AIRLINE's use. AUTHORITY shall use reasonable efforts to provide AIRLINE with alternate facilities to continue its operation while repairs are being completed, at a rental rate not to exceed that provided for in this Agreement for comparable space.

11.3 Destruction.

A. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be damaged by fire or other

casualty, and is so extensively damaged as to render any portion of said Airline Premises incapable of being repaired, as reasonably determined by AUTHORITY, AUTHORITY shall notify AIRLINE within a period of sixty (60) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, AUTHORITY shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Airline Premises shall be paid up to the time of such damage and thereafter shall be abated equitably in the same manner as set forth in Section 11.2 until such time as replacement or reconstructed space becomes available for use by AIRLINE.

B. In the event AUTHORITY elects to reconstruct or replace affected Airline Premises, AUTHORITY shall provide AIRLINE with reasonably comparable alternate facilities to the extent available for use by AIRLINE to continue its operation while reconstruction or replacement is being completed at a rental rate not to exceed that provided for in this Agreement for existing space of the same type.

C. In the event AUTHORITY elects to not reconstruct or replace affected Airline Premises, AUTHORITY shall meet and consult with AIRLINE on ways and means to permanently provide AIRLINE with adequate replacement space for affected Airline Premises. In such event, AUTHORITY agrees to amend this Agreement to reflect related additions and deletions to AIRLINE's Airline Premises.

11.4 Damage Caused By AIRLINE. Notwithstanding the provisions of this Article 11, in the event that due to the negligence or willful act or omission of AIRLINE, its employees, its

agents, or licensees, the Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Airline Premises. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to AUTHORITY by reason of such damage or destruction, AIRLINE shall pay the amount of such additional costs to AUTHORITY.

11.5 AUTHORITY's Responsibilities. AUTHORITY shall maintain appropriate and adequate levels of insurance underwritten by insurance companies of generally recognized financial strength and responsibility; provided, however, that AUTHORITY's obligations to repair, reconstruct, or replace affected premises under the provisions of this Article 11 shall in any event be limited to restoring affected Airline Premises to substantially the same condition that existed at the date of damage or destruction, including any subsequent improvements made by AUTHORITY, and shall further be limited to the extent of insurance proceeds available to AUTHORITY for such repair, reconstruction or replacement; provided further that AUTHORITY shall in no way be responsible for the restoration or replacement of any equipment, furnishings, property, real improvements, signs, or other items installed and/or owned by AIRLINE in accordance with this Agreement, unless AIRLINE proves that damage is caused by the negligence or willful misconduct of AUTHORITY, its officials, agents, or employees acting within the course of their employment.

## **ARTICLE 12 INDEMNIFICATION AND INSURANCE**

### 12.1 Indemnification.

A. Subject to the provisions for waiver of subrogation and mutual release of claims in Section 12.3, AIRLINE shall indemnify, save, hold harmless, and defend AUTHORITY, its officials, agents and employees, and the successors and assigns of each, individually or collectively, from and against any claim, action, loss,

damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorney fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property arising out of or resulting from AIRLINE's use and occupancy of Airline Premises or use of the Airport pursuant to this Agreement, except to the extent that such injury, death or damage is caused by the negligence or willful misconduct of AUTHORITY, its officers, employees, or agents.

B. Subject to the provisions for waiver of subrogation and mutual release of claims in Section 12.3, AUTHORITY shall indemnify, save, hold harmless, and defend AIRLINE, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to reasonable attorneys fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property arising out of or resulting from AUTHORITY's failure to perform its obligations under this Agreement, except to the extent that such injury, death or damage is caused by the negligence or willful misconduct of AIRLINE, its officers, employees or agents.

C. The provisions of this Section 12.1 shall survive the expiration, termination or early cancellation of this Agreement.

D. Notwithstanding anything contained in this Article 12, environmental indemnification shall be governed by Section 13.7.

12.2 Insurance.

A. Without limiting AIRLINE's obligation to indemnify AUTHORITY, as provided for in Section 12.1A, AIRLINE shall procure and maintain in force at all times during the Term of this Agreement a customary policy or policies of insurance insuring AIRLINE against bodily injury and property damage liability, subject to policy terms and conditions, for injuries to persons (including wrongful death) and damages to property caused by AIRLINE's use and occupancy of the Airline Premises or otherwise caused by AIRLINE's activities and operations on said Airline Premises or elsewhere at the Airport, the policy limits thereof to be in the minimum as set forth herein.

(1) **Airline Liability Insurance**. AIRLINE shall maintain airline liability insurance.

a. The airline liability insurance and, if necessary, commercial umbrella insurance shall be: (i) for aircraft containing over 100 seats, at a limit of not less than four hundred million dollars (\$400,000,000) for each occurrence and in the aggregate, (ii) for aircraft containing 76-100 seats, at a limit of not less than three hundred million dollars (\$300,000,000) for each occurrence and in the aggregate, (iii) for aircraft containing 51-75 seats, at a limit of not less than two hundred fifty million dollars (\$250,000,000) for each occurrence and in the aggregate, and (iv) for aircraft containing less than 20 seats, at a limit of not less than one hundred million dollars (\$100,000,000) for each occurrence and in the aggregate, except that, for all aircraft described in clauses (i) through (iv), inclusive, required liability

coverage for personal injury to third parties, excluding passengers, shall be not less than twenty-five million dollars (\$25,000,000).

- b. The airline liability insurance shall include, with aggregates where applicable, but not be limited to, coverage for Commercial/Comprehensive General Liability, Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Operations, Independent Contractors, Products-Completed Operations Liabilities, and Cargo Legal Liabilities.
- c. Mobile Equipment. The airline liability insurance shall include coverage for mobile or other ground vehicle equipment operated on those parts of the Airport that are not accessible to the public and are designated as restricted areas with a limit of not less than twenty-five million dollars (\$25,000,000) for each occurrence. Mobile or other ground vehicle equipment shall include, but not be limited to, baggage tugs, aircraft pushback tugs, provisioning trucks, air stair trucks, belt loaders, deicing vehicles and any other automotive equipment. Such insurance shall cover liability arising out of any mobile or other ground vehicle equipment owned or operated by AIRLINE, its employees, or any contractor servicing AIRLINE.
- d. The airline liability insurance shall apply as primary insurance with respect to any other insurance afforded to AUTHORITY. There shall be no endorsement or modification of the policy to make it excess over other available insurance. If the policy states that it is excess or pro rata, the

policy shall be endorsed to be primary with respect to AUTHORITY and COUNTY as additional insureds.

(2) **Aircraft Liability Insurance**. AIRLINE shall maintain aircraft liability insurance. AIRLINE's aircraft liability insurance shall be: (i) for aircraft containing over 100 seats, at a limit of not less than four hundred million dollars (\$400,000,000) for each occurrence and in the aggregate, (ii) for aircraft containing 76-100 seats, at a limit of not less than three hundred million dollars (\$300,000,000) for each occurrence and in the aggregate, (iii) for aircraft containing 51-75 seats, at a limit of not less than two hundred fifty million dollars (\$250,000,000) for each occurrence and in the aggregate, and (iv) for aircraft containing less than 20 seats, at a limit of not less than one hundred million dollars (\$100,000,000) for each occurrence and in the aggregate, and, for all aircraft described in clauses (i) through (iv), inclusive, with aggregates where applicable, for bodily injury or death, personal injury, and property damage for all owned, operated, maintained, non-owned, leased, or hired aircraft, including passenger coverage. The aircraft liability insurance may be included in the comprehensive airline liability insurance policy.

(3) **Commercial Automobile Liability Insurance (non-restricted areas)**.

- a. AIRLINE shall maintain automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) for each accident for vehicles operated in areas other than restricted areas. Vehicles, mobile or other ground vehicle equipment operated on those parts of the Airport that are not

accessible to the public and are designated as restricted areas are covered under the aviation liability insurance policy.

- b. Such insurance shall cover liability arising out of any automobile or vehicle owned or operated by AIRLINE, its employees, or any contractor servicing AIRLINE.

(4) **Workers' Compensation, Disability and Employer's Liability Insurance.** AIRLINE shall maintain workers' compensation and employer's liability insurance.

- a. Workers' Compensation. Coverage shall be at statutory limits as required by the laws of the State of New York.
- b. Employer's Liability. The employer's liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- c. New York State Disability Coverage shall be shown on a separate certificate.

(5) **Commercial Property Insurance.** AIRLINE shall maintain all-risk property insurance covering the full value and full replacement cost of AIRLINE's property and AIRLINE's improvements and betterments. Such insurance shall name AIRLINE and AUTHORITY as loss payees, as their respective interests may appear.

- B. The aforesaid amounts and types of insurance shall be reviewed from time to time by AUTHORITY and may be adjusted by AUTHORITY if AUTHORITY

reasonably determines such adjustments are necessary to protect Authority's interests. AIRLINE shall furnish AUTHORITY, prior to the Effective Date hereof, a certificate or certificates of insurance as evidence that the required insurance is in force. AUTHORITY reserves the right and AIRLINE agrees to permit AUTHORITY to require a certified copy of each certificate upon request. AIRLINE agrees to allow AUTHORITY to inspect, at AIRLINE'S headquarters, any insurance policies required of AIRLINE under this Agreement upon reasonable notice to AIRLINE if reasonably necessary in AUTHORITY'S capacity as an additional insured (or if AUTHORITY was required to be an additional insured hereunder and AIRLINE failed to include AUTHORITY as an additional insured, in connection with a claim against AUTHORITY); provided, however, that an AIRLINE representative shall have the right to be present at such inspection and neither AUTHORITY nor its employees, contractors, or representatives, may take any photographs, make any copies, or otherwise reproduce, in whole or in part, any portion of the policies nor shall such persons or entities disclose the contents thereof outside of AUTHORITY unless such disclosure is required due to pursuit of a claim by or against AUTHORITY under such insurance in its capacity as an additional insured. AUTHORITY and AIRLINE understand and agree that AUTHORITY is obligated to protect trade secret data in accordance with applicable freedom of information laws and further, that AUTHORITY shall give AIRLINE reasonable opportunity to demonstrate the trade secret status of any data relating to AIRLINE'S insurance, and to procure a court order protecting the same, prior to AUTHORITY'S release of the same. AIRLINE shall name AUTHORITY and

COUNTY as additional insureds on such insurance policy or policies to the extent of the AIRLINE's obligations assumed under Section 12.1A, above, subject to policy terms, conditions, limitations and exclusions; provided, however, that this requirement shall not apply to the Worker's Compensation and Employer's Liability insurance policies described in Section 12.2A(4). Said policies shall be issued by insurance companies of nationally recognized financial responsibility with a Best's Guide rating of no less than A- (VII) or of internationally recognized and favorable reputation in the aviation marketplace, satisfactory to AUTHORITY. Said policies shall be in a form and content reasonably satisfactory to AUTHORITY and shall provide for thirty (30) days advance written notice to AUTHORITY prior to the cancellation of or any adverse material change in such policies. AIRLINE's failure to provide or maintain the required insurance coverages as set forth herein shall be grounds for immediate cancellation of this Agreement, at AUTHORITY's option. AUTHORITY shall provide AIRLINE ten (10) days written notice before exercising its right of cancellation to provide an opportunity for AIRLINE to demonstrate that it has maintained the required insurance coverage.

C. No Representation of Coverage Adequacy. By requiring insurance herein, AUTHORITY does not represent that coverage and limits will necessarily be adequate to protect AIRLINE, and such coverage and limits shall not be deemed as a limitation on AIRLINE's liability under the indemnities granted to AUTHORITY in this Agreement.

D. Commercial Umbrella Liability Insurance. As indicated above, AIRLINE may use commercial umbrella liability insurance so that AIRLINE has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Agreement, provided that the coverages provided under the umbrella policy meet the requirements for the primary policies as set forth in this Agreement.

E. Incidents. AIRLINE shall promptly notify AUTHORITY of any accident or event which occurs at the Airport as a result of or in connection with the performance of this Agreement, which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind (an "Incident"); provided, however, that an Incident shall not be deemed to include claims for damaged or lost baggage. AIRLINE shall send a written report of any Incident to AUTHORITY within twenty four (24) hours or as soon as possible, but no more than ten (10) days after the Incident. Initial notification of Incidents and written reports with respect to such Incidents shall be sent to the CEO.

12.3 Waiver of Subrogation. AUTHORITY and AIRLINE hereby mutually waive any and all rights of recovery against the other party arising out of damage or destruction of the buildings, Airline Premises, or any other property from causes included under any property insurance policies to the extent such damage or destruction is covered by the proceeds of such policies and whether or not such damage or destruction shall have been caused by the parties, their officers, employees or agents, but only to the extent that the insurance policies then in force permit such waiver. All policies of property insurance shall contain, to the extent available, this waiver of subrogation provision and the cost of such provision shall be borne by the primary insured.

**ARTICLE 13 ENVIRONMENTAL MATTERS**

13.1 AIRLINE Representations, Warranties, and Covenants.

AIRLINE represents, warrants, and covenants the following with respect to its use of the Airport pursuant to this Agreement:

- A. AIRLINE has obtained and throughout the Term shall regularly maintain all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport during the Term. AIRLINE shall ensure that all AIRLINE employees, contractors, subcontractors, agents, licensees, sublessees, and vendors, and any other airline that AIRLINE expressly authorizes to use its Airline Premises and other parties under AIRLINE's direction or control that come onto the Airport in connection with AIRLINE's use or occupancy of the Airport ("AIRLINE ENTITIES"), obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Laws pertaining to its and their use of and operations at the Airport.
- B. AIRLINE shall comply, and shall ensure that AIRLINE ENTITIES comply, with all applicable Environmental Laws pertaining to its and their use of, and operations at, the Airport.
- C. AIRLINE shall not conduct its operations at the Airport during the Term in such a manner so as to cause, unlawfully allow or contribute to, and shall ensure that AIRLINE ENTITIES do not conduct their operations at the Airport during the Term in such a manner so as to cause, unlawfully allow or contribute to:

- (1) any Release of any Hazardous Materials at the Airport, unless authorized by an Environmental Law;

- (2) any violation of any applicable Environmental Laws as a result, in whole or in part, of the use by or operations of AIRLINE or AIRLINE ENTITIES at the Airport;
- (3) any Release in violation of any applicable Environmental Laws which is a contributing cause of AUTHORITY exceeding any terms, conditions or effluent limits of any NPDES permit or individual storm water discharge permit issued to AUTHORITY, Multi-Sector General Permit, Municipal Separate Storm Sewer System permit, or any applicable Environmental Laws;
- (4) any Release to soil or waters at, underlying, or adjacent to the Airport in violation of any applicable Environmental Laws; or
- (5) any emissions to the air in violation of any applicable Environmental Laws that results in an exceedance of an applicable emission standard at the Airport or of any terms or conditions of any of AIRLINE's air permits.

D. AIRLINE shall, and shall ensure that AIRLINE ENTITIES, handle, use, store, dispose of, transport, or otherwise manage, any Hazardous Material at the Airport during the Term in compliance with applicable Environmental Laws. Without limiting the foregoing, AIRLINE shall not conduct and shall ensure that AIRLINE ENTITIES do not conduct any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in de-icing or anti-icing at any location at the Airport except in accordance with all applicable Environmental Laws and in compliance with any de-icing policies and practices as may be adopted by AUTHORITY after coordination with AIRLINE

E. AIRLINE shall be, and shall ensure that AIRLINE ENTITIES are, responsible for the proper transportation and disposal of all Hazardous Materials generated by AIRLINE or AIRLINE ENTITIES, or resulting from AIRLINE's use, activities and operations, at the Airport during the Term, including those activities and operations conducted by AIRLINE ENTITIES.

F. If AIRLINE or AIRLINE ENTITIES cause, unlawfully allow or contribute to a Release of a Hazardous Materials at the Airport that is in violation of any applicable Environmental Laws, AIRLINE shall report such Release to AUTHORITY and to the appropriate governmental authorities in compliance with applicable Environmental Laws. AIRLINE shall ensure that AIRLINE ENTITIES report any Release that is in violation of any applicable Environmental Laws or that is above any applicable reportable quantity, emission standard or effluent standard set forth in any applicable Environmental Laws in accordance with applicable Environmental Laws, if the operations of the AIRLINE ENTITY on behalf of AIRLINE cause, unlawfully allow or contribute to a Release of a Hazardous Materials that is in violation of any applicable Environmental Laws or that is above any reportable quantity set forth in any applicable Environmental Laws.

G. AIRLINE acknowledges that AUTHORITY is subject to certain NPDES permits, state and federal storm water regulations, federal and state effluent limitation guidelines for operations at the Airport. AIRLINE shall conduct operations and activities at the Airport, including but not limited to de-icing, anti-icing, and construction, and shall ensure that AIRLINE ENTITIES conduct operations and activities at the Airport in compliance with applicable

Environmental Laws. AIRLINE acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable NPDES storm water permits and effluent limitation guidelines under applicable Environmental Laws. AIRLINE further acknowledges that reasonable cooperation may include the preparation and submittal of a written site-specific SWPPP at the request of the AUTHORITY. AIRLINE shall not seek NPDES coverage under a separate mechanism unless so directed by AUTHORITY or if Environmental Laws require separate coverage. AIRLINE further acknowledges that any effluent limitation guidelines in any NPDES storm water discharge permit issued to AUTHORITY and timely provided to AIRLINE are incorporated by reference into this Agreement to the extent such effluent guidelines affect AIRLINE's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport. AUTHORITY shall provide reasonable advance notice to AIRLINE of and a reasonable advance opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any proposed and final permits issued to AUTHORITY which may affect AIRLINE's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate AIRLINE's reasonable cooperation to assure AUTHORITY's compliance therewith.

H. AIRLINE and each AIRLINE ENTITY shall be responsible for preparation and implementation of any Spill Prevention, Control, and Countermeasures (SPCC) Plans and/or Facility Response Plan (FRP) in accordance with 40 CFR Part 112, as

applicable to the AIRLINE's or AIRLINE ENTITY'S use of the Airline Premises or Airport.

I. AIRLINE and AIRLINE ENTITIES shall cooperate with AUTHORITY, as reasonably requested from time to time by AUTHORITY, to ensure that AIRLINE's and AIRLINE ENTITIES' operations at, or use of, the Airport will not unreasonably interfere with AUTHORITY's implementation of AUTHORITY's Wildlife Hazard Management Plan to reduce wildlife hazards at the Airport.

J. Any fixed tanks, pumps, chemical or Hazardous Materials containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of AIRLINE or an AIRLINE ENTITY shall remain the property of AIRLINE or the AIRLINE ENTITY, and ownership of, or responsibility for, such equipment shall not pass to AUTHORITY, except pursuant to the written agreement of AUTHORITY. No such equipment shall be installed without the written consent of AUTHORITY.

K. If requested by AUTHORITY, AIRLINE shall, and shall cause AIRLINE ENTITIES to, reasonably cooperate with AUTHORITY in its preparation of such submittals as are required of AUTHORITY by a governmental agency pursuant to applicable Environmental Laws in connection with AIRLINE's future capital projects or in connection with the AUTHORITY capital projects at the Airport.

L. AIRLINE, prior to vacating or surrendering any portion of its Airline Premises for any reason, shall:

- (1) with respect to any Hazardous Materials on the Airline Premises for which it is responsible under this Agreement, AIRLINE shall demonstrate

compliance with all other provisions of this Article 13. This demonstration shall be a condition precedent to AUTHORITY return of any security deposit, if any, to AIRLINE upon termination or expiration of this Agreement;

- (2) remove any and all above-ground containers and non-permanent structural controls installed by AIRLINE or AIRLINE ENTITIES, including, but not limited to, removable filters, grates and above-ground tanks located on Airline Premises, unless AIRLINE and AUTHORITY agree otherwise; and
- (3) comply with applicable Environmental Laws regarding the closing or removal from service of any underground or aboveground tanks, vessels, and containers installed by AIRLINE or AIRLINE ENTITIES and located on Airline Premises.

13.2 Right of Entry to Perform Environmental Inspections and Sampling.

A. AUTHORITY and its contractors and other agents shall have the full right to enter any part of the Airline Premises, at all reasonable times and in AUTHORITY's sole discretion, for the purpose of conducting an inspection, assessment, investigation, or compliance audit of AIRLINE's operations thereon, or any other party's use and operations, including operations of AIRLINE ENTITIES. As needed following an unauthorized Release of Hazardous Materials, or other reasonable basis, AUTHORITY and its authorized agents may, at AUTHORITY's expense, take samples and perform tests, including but not limited to soil borings, ground water monitoring, and collection of samples of air, soil, surface water and ground water. AIRLINE shall have the right but not the

obligation to split any and all samples collected at the AIRLINE's Premises. In order to minimize undue interference with AIRLINE's operations, AUTHORITY will provide seventy-two (72) hours' advance written notice of any AUTHORITY inspection, assessment, investigation, or compliance audit of AIRLINE's operations thereon, or any other party's use and operations, including operations of any AIRLINE ENTITY or intrusive AUTHORITY sampling to AIRLINE, except in emergency circumstances, when advance notice is not possible. AIRLINE shall have the right to accompany AUTHORITY when any such inspection or sampling is performed, provided that AUTHORITY is not required to unreasonably delay its inspection or sampling to enable AIRLINE to be present. AIRLINE shall have the right to obtain, at AIRLINE's expense, split samples and AUTHORITY shall promptly provide copies of all analytical results of such sampling, including any non-privileged reports.

B. AIRLINE shall cooperate, and shall ensure that AIRLINE ENTITIES cooperate, in allowing prompt, reasonable access to AUTHORITY to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, AUTHORITY shall not unreasonably interfere with the authorized use and occupancy of the Airline Premises by AIRLINE or any AIRLINE ENTITIES. AIRLINE remains solely responsible for its environmental, health, and safety compliance, notwithstanding any AUTHORITY inspection, audit, or assessment.

C. AIRLINE shall be provided the opportunity to review and comment on the report of the audit results prior to finalization. In the event a compliance audit shall disclose any material violation of this Agreement by AIRLINE or an AIRLINE

ENTITY, AIRLINE shall pay all reasonable third party costs associated with the compliance audit. AIRLINE shall promptly correct any deficiencies resulting from its non-compliance with this Agreement as identified in the final audit report.

13.3 Information to be Provided to AUTHORITY.

A. If AIRLINE or an AIRLINE ENTITY receives any written notice, citation, order, warning, complaint, claim or demand from a government entity regarding AIRLINE's or an AIRLINE ENTITY's use of, or operations at, the Airline Premises during the Term or other property at the Airport used by AIRLINE pursuant to this Agreement that is not legally privileged, made confidential by applicable laws, or protected as trade secrets:

- (1) concerning any alleged Release of a Hazardous Materials by AIRLINE or by AIRLINE ENTITIES; or
- (2) alleging Environmental Damages attributable to AIRLINE or any AIRLINE ENTITY or alleging that AIRLINE or any AIRLINE ENTITY is, or may be, in violation of any Environmental Laws; or
- (3) asserting that AIRLINE or any AIRLINE ENTITY is liable for the cost of investigation or remediation of a Release;

AIRLINE shall promptly, but not later than five (5) business days after AIRLINE's receipt, inform AUTHORITY in writing of same, including a copy of such notice received by AIRLINE.

B. Unless waived by AUTHORITY in writing, AIRLINE shall simultaneously provide to AUTHORITY copies of an AIRLINE or an AIRLINE ENTITY's

submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

- (1) AIRLINE's or AIRLINE ENTITIES' alleged failure to comply with applicable Environmental Laws at the Airline Premises or other property at the Airport used by AIRLINE pursuant to this Agreement, or
- (2) any Release arising out of the past or present operations at or use of the Airline Premises or other property at the Airport used by AIRLINE or AIRLINE ENTITIES pursuant to this Agreement.

C. In connection with any matter arising under 13.3, AIRLINE shall make available, within ten (10) business days of AIRLINE's receipt of AUTHORITY's written request, subject to document retention requirements provided by applicable laws, the relevant, non-privileged documents that AIRLINE has submitted to any governmental agency pertaining to the environmental compliance status of AIRLINE's or an AIRLINE ENTITY's operations at or use of the Airline Premises or other property at Airport used pursuant to this Agreement by AIRLINE or an AIRLINE ENTITY, including without limitation any and all relevant, non-privileged records, permits, permit applications, analytical results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, disposal, or treatment of any Hazardous Materials by AIRLINE or AIRLINE ENTITIES at the Airport used by AIRLINE or an AIRLINE ENTITY pursuant to this Agreement.

D. Within 30 days of AIRLINE's receipt of a written request from AUTHORITY, AIRLINE shall provide AUTHORITY with (a) a copy of any

application filed with the previous 12-month period from the date of the request for a permit, if required, for use or storage of Hazardous Materials on the Airport from any governmental agency responsible for enforcement of applicable Environmental Laws; and (b) a copy of any permit received from such agency in response to such application; and (c) any reports made within the previous 12-month period from the date of the request by AIRLINE or AIRLINE ENTITY to any environmental agency arising out of or in connection with any Hazardous Materials or pursuant to any Environmental Laws or permits on or about the Airline Premises.

13.4 AIRLINE's Environmental Response and Compliance Obligations.

A. Without limiting any other indemnity obligations in this Agreement, if, during the Term, AIRLINE or any AIRLINE ENTITIES causes, unlawfully allows or contributes to a Release of Hazardous Materials that is in violation of any applicable Environmental Laws or that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Laws, at any portion of the Airport or adjacent waters or property, in connection with their operations at the Airline Premises or at other property at the Airport used by AIRLINE pursuant to this Agreement, AIRLINE shall perform or shall cause to be performed the following:

- (1) notify AUTHORITY of such Release to the extent such notification is required by and in accordance with the Rules and Regulations and applicable Environmental Laws;

- (2) report such Release to appropriate governmental agencies to the extent such reporting is required by and in accordance with applicable Environmental Laws;
- (3) promptly Respond to the Release of a Hazardous Materials, to the extent such Response action is required by applicable Environmental Laws;
- (4) promptly take all further actions required under applicable Environmental Laws to abate any threat to human health or the environment;
- (5) promptly undertake any further removals, remediation, or corrective actions as are required by applicable Environmental Laws or a governmental agency exercising its authorized regulatory jurisdiction under Environmental Laws, to remedy any such Release of a Hazardous Material, and any resulting impacts; and
- (6) if applicable, and to the extent feasible, promptly obtain documentation of the approval of the closure of such Release from the governmental agency(ies) with regulatory jurisdiction as such may be issued under Environmental Laws, and provide such documentation to AUTHORITY.

B. Any remedial or other activity undertaken by AIRLINE under this Article shall not be construed to impair AIRLINE's rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this Agreement.

C. AIRLINE shall not be responsible under this Section 13.4 for a Release to the extent caused by another airline that AUTHORITY has compelled AIRLINE to accommodate pursuant to this Agreement.

13.5 Investigation, Remediation, or Corrective Action Process.

A. Before commencing any subsurface soil, surface water, storm water, or groundwater investigations, removals, remediation, or corrective actions that AIRLINE or an AIRLINE ENTITY are required to perform at the Airport under this Agreement, and except for immediate removal actions required by Environmental Laws, AIRLINE shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to AUTHORITY for approval in accordance with applicable Environmental Laws, which approval shall not be unreasonably withheld, delayed or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at AIRLINE's expense, and AUTHORITY shall have the right to review and inspect all such work at any time using consultants and representatives of AUTHORITY's choice, at AUTHORITY's expense. Specific cleanup levels for any environmental removals, remediation or corrective actions shall comply with applicable Environmental Laws, with remediation standards being applied to such actions consistent with the use of the Airport for such purposes, including planned uses reasonably contemplated or anticipated by AUTHORITY. AIRLINE may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by AUTHORITY in writing, which shall not be unreasonably withheld, delayed or conditioned. AIRLINE shall, at AIRLINE's own cost and expense, have all tests performed, and reports and studies prepared, and shall

provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to AUTHORITY. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

B. If during the Term, AUTHORITY's planned uses of any portion of the Airline Premises or Airport for which AIRLINE has conducted investigations, removals, remediation, or corrective actions and which, pursuant to Environmental Laws, require additional investigations, removals, remediation, or corrective actions to accommodate planned uses, the costs of any such additional investigations, removals, remediation, or corrective actions necessary to make such portion of the Airline Premises or Airport suitable for any such planned uses shall be allocated to the Airfield and recovered through Chargeable Landings reasonably contemplated or anticipated by AUTHORITY.

13.6 AUTHORITY's Rights to Ensure AIRLINE's Compliance with Environmental Response and Compliance Obligations.

A. If, as is reasonably determined by AUTHORITY, AIRLINE or any AIRLINE ENTITIES:

- (1) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release for which it is responsible under this Agreement, within the time(s) prescribed by such Environmental Laws; or

(2) do not perform or complete reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is required under this Agreement within the time(s) prescribed by applicable Environmental Laws, or within the time reasonably necessary to enable AUTHORITY to meet its obligations under Environmental Laws

then AUTHORITY shall first provide reasonable advance written notice to AIRLINE of AIRLINE's failure to comply with such obligations and a reasonable opportunity for AIRLINE to cure such failure to comply by AIRLINE initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not less than forty-five (45) days, except in emergency circumstances in which such advance notice is not possible, then AUTHORITY or its authorized contractor, in addition to its rights and remedies described elsewhere in this Agreement and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action AUTHORITY reasonably deems necessary to meet AIRLINE's obligations under Environmental Laws, within the time required under such Environmental Laws, consistent with the requirements of this Agreement. In addition to such notice and opportunity to cure, AUTHORITY shall provide AIRLINE with its plan to perform such work for AIRLINE's review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by AUTHORITY, except in emergency

circumstances where such advance notice is not possible. Such action taken by AUTHORITY consistent with the requirements of this Agreement shall be at AIRLINE's expense plus administrative expenses of the greater of Five Hundred Dollars (\$500.00) or fifteen percent (15%) of all costs incurred by AUTHORITY, including but not limited to any Environmental Damages.

B. In the event that (1) a Release in violation of Environmental Laws which occurred prior to the Effective Date is encountered in any portion of the Airfield or Airline Premises or (2) the AUTHORITY cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release at or from the Airport requiring the completion of appropriate Response actions as provided in this Agreement, then AUTHORITY may take actions to report, repair, contain, investigate, remove, correct or remediate such Release consistent with Environmental Law, provided AUTHORITY shall provide reasonable advance written notice to all airlines serving the airport of its intention to take such actions (except in emergency circumstances in which such advance notice is not possible) as well as afford AIRLINE a reasonable opportunity to review and comment on the AUTHORITY's plan to perform such actions, which comments shall be reasonably considered by AUTHORITY, after which the costs incurred by the AUTHORITY to undertake such work shall be allocated by AUTHORITY to the Airfield and recovered through Chargeable Landings.

C. Nothing in this Section 13.6 is intended or shall be construed so as to prevent AUTHORITY or AIRLINE from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Agreement, or by law, including

without limitation AUTHORITY's right to require AIRLINE to take actions to report, repair, contain, investigate, remove, correct or remediate a Release caused by AIRLINE or seek contribution from AIRLINE or an AIRLINE ENTITY for any activities undertaken by the AUTHORITY under this Agreement to remediate a Release caused by AIRLINE or an AIRLINE ENTITY, or AIRLINE's right to challenge any request by any government authority or AUTHORITY to perform any of the actions identified in this Article under applicable Environmental Laws. Additionally, nothing in this Agreement shall relieve AIRLINE or AUTHORITY of any obligations, or operate as a waiver by AIRLINE or AUTHORITY of any respective rights, under any other agreement between AIRLINE and AUTHORITY except that AIRLINE shall have no right to recover from AUTHORITY any costs incurred by the AUTHORITY and recovered from AIRLINE through Chargeable Landings under this Article 13.

13.7 Environmental Indemnification and Reimbursement.

A. Notwithstanding any other provision to the contrary, AIRLINE agrees to indemnify, defend, and hold harmless AUTHORITY, its past and present elected and appointed officials, officers, agents and employees ("Environmental Indemnitees"), from and against any and all Environmental Damages resulting from:

- (1) the breach by AIRLINE of any representation or warranty made in this Article; or
- (2) the failure of AIRLINE to meet its obligations under this Article, whether caused or unlawfully allowed by AIRLINE or an AIRLINE ENTITY; or

(3) documented loss by any Environmental Indemnitee(s) from any Environmental Damages, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release of a Hazardous Materials by AIRLINE or by an AIRLINE ENTITY or the failure of AIRLINE or any AIRLINE ENTITY to comply with applicable Environmental Laws in connection with the operations of AIRLINE or AIRLINE ENTITIES at the Airport used by AIRLINE pursuant to this Agreement, during the Term; in each case, except to the extent arising out of the sole active negligence, violation of Environmental Laws or willful misconduct of the Environmental Indemnitees or any entity or individual under the AUTHORITY's direction or control.

B. AUTHORITY shall provide AIRLINE with prompt notice of any such Environmental Damages to allow AIRLINE the opportunity to properly and effectively respond to or otherwise defend such Environmental Damages. AIRLINE shall, at its own cost and expense, defend all such Environmental Damages whether frivolous or not. In the event AUTHORITY undertakes any action, including, but not limited to, investigations, removals, remediation, or corrective actions with respect to any Environmental Damages in response to the failure of AIRLINE to defend such Environmental Damages as required under this Agreement, AIRLINE shall reimburse AUTHORITY, upon written demand by AUTHORITY, for all reasonable and documented costs that AUTHORITY incurs in association with such action, including but not limited to consultants' fees,

contractors' fees, reasonable attorneys' fees and expenses of investigation, removal, Response, remediation, or corrective action.

C. Except to the extent arising out of the sole active negligence, violation of Environmental Laws or willful misconduct of the Environmental Indemnitees, or any entity or individual under the AUTHORITY's direction or control, AIRLINE waives the right of contribution and subrogation against the Environmental Indemnitees in connection with Environmental Damages set forth in Section 13.7.A and 13.7.B, above.

D. Regardless of the date of termination of this Agreement, the indemnifying party's representations, obligations and liabilities under this Article shall continue as long as the Environmental Indemnitees bear any liability or responsibility under this Article or the Environmental Laws.

E. Any claims for environmental matters shall be subject to this Section 13.7 and shall not be subject to the general indemnity provision of Section 12.1 in this Agreement.

#### 13.8 Initial Walk-Through.

Prior to AIRLINE's initial occupancy (as of the Effective Date or later) of, use of, or operations at the Airline Premises, AUTHORITY shall have the opportunity to perform, at its own expense, an initial walk-through of the Airline Premises regarding the environmental condition of the Airline Premises and their state of compliance with Environmental Laws and produce an Initial Walk-Through report. AUTHORITY shall provide AIRLINE with an opportunity to participate in any such initial walk-through and review and comment upon the conclusions and findings of the initial walk-through report.

13.9 Concluding Environmental Site Inspection.

At least ninety (90) days prior to vacating or surrendering the Airline Premises or any portion of them for any reason, AIRLINE shall provide AUTHORITY with access to perform a concluding walk-through in order to determine the environmental condition of the Airline Premises or that part of the Airline Premises being vacated, and their state of compliance with the requirements of this Agreement. AUTHORITY shall provide AIRLINE with an opportunity to participate in the Concluding Walk-Through. If the Concluding Walk-Through reveals that AIRLINE has not removed all trash, containers, tanks, structures, debris, residue, and other items and materials for which AIRLINE or anyone operating on its behalf is responsible, or has otherwise failed to comply with the requirements of this Article 13, AUTHORITY will share its concluding walk-through report and any relevant photographs with AIRLINE. AIRLINE will remove or correct any items to the extent not in compliance with the requirements of this Agreement within five (5) business days of receipt of said report and photographs or such longer period of time as reasonably requested by AIRLINE and reasonably approved by AUTHORITY to perform the corrective actions.

**ARTICLE 14 CANCELLATION BY AUTHORITY**

14.1 Events of Default. The events described below shall be deemed events of default (“Events of Default”) by AIRLINE hereunder:

A. Upon the occurrence of any one of the following Events of Default, AUTHORITY may issue a written notice of default after providing AIRLINE the cure period noted:

(1) The conduct of any business or performance of any acts at the Airport not specifically authorized herein or by other agreements between AUTHORITY and AIRLINE, and said business or acts do not cease within

thirty (30) days of receipt of AUTHORITY's written notice to cease said business or acts.

- (2) The failure to cure a default in the performance of any of the terms, covenants and conditions required herein (except for those terms, covenants and conditions set forth in Section 14.1B) within thirty (30) days of receipt of written notice by AUTHORITY to do so; or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by AIRLINE of written demand from AUTHORITY, and AIRLINE fails to commence the remedying of such default, or having so commenced, shall fail thereafter to continue with diligence the curing thereof; provided, however, AIRLINE's required performance under this Section 14.1A(2) shall be conditioned by the Force Majeure provisions of Section 20.29. AIRLINE shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, (ii) that it is proceeding with diligence to cure said default, and (iii) that such default will be cured within a reasonable period of time.
- (3) The failure by AIRLINE to pay any part of the rentals, fees and charges due hereunder and the continued failure to pay said amounts in full within ten (10) days of AUTHORITY's written notice of payments past due; provided, however, if a dispute arises between AUTHORITY and AIRLINE with respect to any obligation or alleged obligation of AIRLINE to make payments to AUTHORITY, payments under protest by AIRLINE of the amount due shall not waive any of AIRLINE's rights to contest the validity

or amount of such payment; and, provided further, that if any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then AUTHORITY shall promptly reimburse AIRLINE any amount determined as not due plus interest on such amount at the lower of one and one-half percent (1½%) or the highest rate allowable under applicable state law.

B. Upon the occurrence of any one of the following Events of Default, AUTHORITY may immediately issue written notice of default:

- (1) The failure by AIRLINE to provide and keep in force, if required, the Contract Security in accordance with Section 7.10.
- (2) The failure by AIRLINE to provide and keep in force insurance coverage in accordance with Section 12.2.
- (3) The appointment by order of a court of competent jurisdiction of a trustee, custodian, or receiver of all or a substantial portion of AIRLINE's assets.
- (4) The divestiture of AIRLINE's estate herein by operation of law (except in connection with an assignment permitted under Section 17.1 hereof), by dissolution, or by liquidation.
- (5) The insolvency of AIRLINE as determined by a court of competent jurisdiction; or if AIRLINE shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof.

- (6) The voluntary discontinuance for a period of at least thirty (30) consecutive days by AIRLINE of its operations at the Airport unless otherwise approved by AUTHORITY, in advance, in writing.

14.2 Continuing Responsibilities of AIRLINE. Notwithstanding the occurrence of any Event of Default, AIRLINE shall remain liable to AUTHORITY for all rentals, fees and charges payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless AUTHORITY elects to cancel this Agreement, AIRLINE shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until the expiration of this Agreement as set forth in Article 3, or until this Agreement is cancelled by AIRLINE pursuant to Article 15.

14.3 AUTHORITY's Remedies. Upon the occurrence of any event enumerated in Section 14.1A or 14.1B, the following remedies shall be available to AUTHORITY:

A. AUTHORITY may cancel this Agreement and revoke AIRLINE's status as a Signatory Airline at the Airport, effective upon the date specified in the notice of cancellation. For events enumerated in Section 14.1A, such date shall be not less than thirty (30) days from said notice. Upon such date, AIRLINE shall have no further rights hereunder and AUTHORITY shall have the right to take immediate possession of AIRLINE's Premises, the condition of which shall be subject to the requirements of Section 16.1.

B. AUTHORITY may reenter the Airline Premises and may remove all AIRLINE persons and property from same in accordance with Section 16.2 upon the date of reentry specified in AUTHORITY's written notice of reentry to AIRLINE. For events enumerated in Section 14.1A, reentry shall be not less than

thirty (30) days from the date of notice of reentry. Upon any removal of AIRLINE property by AUTHORITY hereunder, AIRLINE property may be stored or sold by AUTHORITY in accordance with Section 16.2.

C. AUTHORITY may relet Airline Premises and any improvements thereon or any part thereof at such rentals, fees and charges and upon such other terms and conditions as AUTHORITY, in its reasonable judgment, may deem advisable, with the right to make alterations, repairs or improvements on said Airline Premises. In reletting the Airline Premises, AUTHORITY shall be obligated to make a good faith effort to obtain terms no less favorable to AUTHORITY than those contained herein and otherwise seek to mitigate any damages it may suffer as a result of AIRLINE's Event of Default.

D. In the event that AUTHORITY relets Airline Premises, rentals, fees and charges received by AUTHORITY from such reletting shall be applied: (i) to the payment of any indebtedness other than rentals, fees and charges due hereunder from AIRLINE to AUTHORITY; (ii) to the payment of any cost of such reletting; and (iii) to the payment of rentals, fees and charges due and unpaid hereunder. The residue, if any, shall be held by AUTHORITY and applied in payment of future rentals, fees and charges as the same may become due and payable hereunder. If that portion of such rentals, fees and charges received from such reletting and applied to the payment of rentals, fees and charges hereunder is less than the rentals, fees and charges payable during applicable periods by AIRLINE hereunder, then AIRLINE shall pay such deficiency to AUTHORITY. AIRLINE shall also pay to AUTHORITY, as soon as ascertained, any costs and expenses incurred by

AUTHORITY in such reletting not covered by the rentals, fees and charges received from such reletting.

E. No reentry or reletting of Airline Premises by AUTHORITY shall be construed as an election on AUTHORITY's part to cancel this Agreement unless a written notice of cancellation is given to AIRLINE.

F. AIRLINE shall pay to AUTHORITY all other costs incurred by AUTHORITY in the exercise of any remedy in this Article 14, including, but not limited to, reasonable attorney's fees, disbursements, court costs, and expert fees.

G. AUTHORITY may exercise any other legal or equitable remedy, including but not limited to the remedies hereinafter specified.

14.4 Remedies Under Federal Bankruptcy Laws. Notwithstanding the foregoing, upon the filing by or against AIRLINE of any proceeding under Federal bankruptcy laws, if AIRLINE has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, AUTHORITY shall have the right to cancel this Agreement, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, or any successor statute, as such may be subsequently amended, supplemented, or replaced. Such cancellation shall be by written notice to AIRLINE within sixty (60) days from the date of AIRLINE's initial filing in bankruptcy court.

#### **ARTICLE 15 CANCELLATION BY AIRLINE**

15.1 Events of Default. The events described below shall be deemed events of default by AUTHORITY hereunder:

A. AUTHORITY fails to keep, perform or observe any material term, covenant or condition herein contained to be kept, performed, or observed by AUTHORITY and such failure continues for thirty (30) days after receipt of written notice from

AIRLINE; or if by its nature such default cannot be cured within such thirty (30) day period, AUTHORITY shall not commence to cure or remove such default within said thirty (30) days and to cure or remove the same promptly as reasonably practicable; provided, however, AUTHORITY's performance under this Section 15.1A shall be conditioned by the Force Majeure provisions of Section 20.29 of this Agreement.

B. Airport is closed to flights in general or to the flights of AIRLINE, for reasons other than those circumstances within AIRLINE's control, and Airport fails to be reopened to such flights within sixty (60) consecutive days from such closure.

C. The Airport is permanently closed as an air carrier airport by act of any Federal, state, or local government agency having competent jurisdiction; or AIRLINE is unable to use Airport for a period of at least thirty (30) consecutive days due to any law or any order, rule or regulation of any governmental authority having jurisdiction over the operations of the Airport; or any court of competent jurisdiction issues an injunction preventing AUTHORITY or AIRLINE from using Airport for airport purposes, for reasons other than those circumstances within AIRLINE's control, and such injunction remains in force for a period of at least thirty (30) consecutive days.

D. The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control or use of the Airport in such a manner as to substantially restrict AIRLINE from conducting its operations, if such restriction be continued for a period of thirty (30) consecutive days or more.

15.2 AIRLINE's Remedy. So long as AIRLINE is not in default as set forth in Section 14.1 of this Agreement, including but not limited to payments due to AUTHORITY hereunder, AIRLINE may cancel this Agreement upon the occurrence of an Event of Default, as set forth in Section 15.1. In such event, AIRLINE shall provide a thirty (30) day advance written notice of cancellation to AUTHORITY. All rentals, fees and charges payable by AIRLINE shall cease as of the date of such cancellation and AIRLINE shall surrender the Airline Premises in accordance with Article 16 hereof.

#### **ARTICLE 16 SURRENDER OF AIRLINE PREMISES**

16.1 Surrender and Delivery. Upon termination or cancellation of this Agreement, AIRLINE shall promptly and peaceably surrender to AUTHORITY its Airline Premises and all improvements thereon to which AUTHORITY is entitled in the same condition received, reasonable wear and tear and damage due to structural or pre-existing defects excepted, unless caused by AIRLINE; provided, however, nothing in this Section 16.1 shall be construed to modify the obligations of the parties set forth in Article 9, Article 11, Article 12 and Article 13.

16.2 Removal of Property. Provided AIRLINE is not in default for payment of rentals, fees and charges hereunder, AIRLINE shall have the right at any time during the Term of this Agreement to remove from the Airport its aircraft, tools, equipment, trade fixtures, and other personal property, title to which shall remain in AIRLINE, unless otherwise set forth in this Agreement, and shall remove such aircraft, tools, equipment, trade fixtures, and other personal property within thirty (30) days following termination of this Agreement, whether by expiration of time or otherwise, as provided herein, subject to any valid lien which AUTHORITY may have thereon for unpaid rentals, fees and charges. AIRLINE shall not abandon any portion of its property at the Airport without the written consent of AUTHORITY. Any and all property not removed by AIRLINE within thirty (30) days following the date of termination of this Agreement

shall, at the option of AUTHORITY, (i) become the property of AUTHORITY at no cost to AUTHORITY; (ii) be stored by AUTHORITY, at no cost to AUTHORITY; or (iii) be sold in a commercially reasonable manner for the account of AIRLINE at no cost to AUTHORITY. Except as may be agreed to otherwise by AUTHORITY and AIRLINE, all AUTHORITY property damaged by or as a result of the removal of AIRLINE's property shall be restored by AIRLINE to the condition existing before such damage at AIRLINE's expense.

16.3 Holding Over. In the event AIRLINE uses its Airline Premises without the written consent of AUTHORITY after this Agreement has been cancelled or expires, AIRLINE shall be deemed a tenant at sufferance during the period of such use and shall pay rates equal to the Compensatory Rates as calculated in accordance with Exhibit "G" for rentals, fees and charges established by AUTHORITY for Air Transportation Companies which are not Signatory Airlines during such period. In such event, AUTHORITY shall have the right to all remedies provided under applicable laws; provided, however, AUTHORITY's consent shall not be unreasonably withheld, delayed or conditioned during any period of good faith lease negotiations between AIRLINE and AUTHORITY.

#### **ARTICLE 17 ASSIGNMENT, SUBLETTING, AND HANDLING AGREEMENTS**

17.1 Assignment and Subletting by AIRLINE.

A. AIRLINE shall not, directly or indirectly, assign, sell, hypothecate or otherwise transfer this Agreement, or any portion of Airline Premises, without the prior written consent of the AUTHORITY, which consent shall not be unreasonably withheld, delayed or conditioned. The foregoing shall not prevent the assignment of this Agreement or any portion thereof to any corporation with which AIRLINE may merge or consolidate, or to which AIRLINE may transfer all or substantially all of its assets; provided however, (i) that any successor or transferee entity shall

have a substantially similar or greater net asset value as AIRLINE; (ii) that such successor shall provide financial information as reasonably requested by AUTHORITY; and (iii) that such successor corporation, no later than sixty (60) days after the date of such merger, consolidation, succession or transfer shall provide written acknowledgement by a duly authorized corporate officer to AUTHORITY that it has assumed all obligations of AIRLINE and will fully honor all the terms and conditions set forth in this Agreement.

B. AIRLINE shall not sublease Airline Premises without the prior written consent of AUTHORITY, which consent may be withheld if AUTHORITY has substantially similar space available, but unleased, or if AUTHORITY can make such space available for lease within thirty (30) days. Preferential use of AIRLINE's Preferential Use Premises or any part thereof; by anyone other than AIRLINE or AIRLINE's Affiliates, shall be deemed a sublease.

C. AIRLINE shall include with its written request for permission to assign or sublease, a copy of the proposed assignment or sublease agreement, if prepared. In the event such proposed agreement has not been prepared, a written summary of the material terms and conditions to be contained in such agreement shall be included with AIRLINE's written request for tentative approval by the AUTHORITY. The assignment or sublease agreement or written summary submitted with AIRLINE's request shall include the following information: (i) the term; (ii) the area or space to be assigned or subleased; (iii) the sublease rentals to be charged; (iv) financial data for the successor entity in the event of an assignment as reasonably requested by AUTHORITY; and (v) the provision that assignee or

sublessee must execute a separate operating agreement with AUTHORITY. Any other information reasonably requested by AUTHORITY pertaining to said sublease or assignment shall be promptly provided by AIRLINE. A fully executed copy of such sublease or assignment shall be submitted to AUTHORITY for final approval within ninety (90) days after the occupancy of Airline Premises, or any portion thereof, by the assignee or sublessee.

D. In the event the rentals, fees and charges for subleased premises exceed the rentals, fees and charges payable by AIRLINE for said premises pursuant to this Agreement, AIRLINE shall pay to AUTHORITY the excess of the rentals, fees and charges received from the sublessee over that specified to be paid by AIRLINE herein; provided, however, AIRLINE may charge a reasonable fee for administrative costs, not to exceed fifteen percent (15%) of the specified sublease rental and such fee shall not be considered part of excess rentals, fees and charges. AIRLINE may also charge a reasonable fee to others, not to exceed fifteen percent (15%) of the actual, documentable costs to AIRLINE, for the use of AIRLINE's capital equipment, tenant finishes and furnishings, and to charge for use of utilities and other services being paid for by AIRLINE.

E. Nothing in this Article 17 shall be construed to release AIRLINE from its obligations under this Agreement, including but not limited to, the payment of rentals, fees and charges provided for herein.

17.2 Handling Agreements. In the event AIRLINE agrees to ground handle any portion of the operations of another Air Transportation Company, even if such other Air Transportation Company is an Affiliate of AIRLINE, AIRLINE shall provide AUTHORITY advance written

notice of such proposed activities, including a description of the type and extent of services to be provided. Notwithstanding the foregoing, AIRLINE shall not ground handle any Air Transportation Company, including its Affiliates, that does not have in force an agreement with AUTHORITY for the operation of its Air Transportation Business at the Airport. In the event AIRLINE ground handles any Air Transportation Company that does not have in force an agreement with AUTHORITY, then AIRLINE will be responsible for so notifying AUTHORITY and for collecting the appropriate fees and charges and reporting and remitting same to AUTHORITY.

#### **ARTICLE 18 ACCOMMODATION AND REASSIGNMENT**

18.1 Declaration of Intent. AIRLINE and AUTHORITY acknowledge that the objective of AUTHORITY is to offer Air Transportation Companies desiring to serve the Airport access to the Airport, and to provide adequate Gate positions and space in its facilities. In furthering the objectives of providing access to the Airport, including the accommodation of new entrants, AUTHORITY seeks to (1) provide Signatory Airlines with predictability and stability regarding the use of operational space at the Airport, and (2) provide reasonable accommodation to Air Transportation Companies seeking to serve the Airport and requesting Gates and other Terminal space at the Airport (each a “Requesting Airline”).

18.2 AUTHORITY’s Scheduling Rights at Preferential Use Gates.

A. AUTHORITY shall have the right, upon reasonable notice to and in consultation with AIRLINE, to schedule at a Preferential Use Gate arrivals and departures by a Requesting Airline at all periods of time other than AIRLINE’s Periods of Use of that Preferential Use Gate if and only if no unleased Gate is available to accommodate the Requesting Airline. AUTHORITY shall allow AIRLINE to select the specific Preferential Use Gate at which such accommodation

will occur; provided, however, that the Preferential Use Gate selected by AIRLINE shall be able to accommodate the size of the Requesting Airline's aircraft; and provided, further, that AUTHORITY shall have the right to select a Preferential Use Gate other than that selected by AIRLINE to be used for any accommodation if AUTHORITY determines, in its reasonable discretion, that a different selection is warranted under the circumstances based upon utilization and proximity to AIRLINE's other Preferential Use Gates. In accommodating AUTHORITY in its right to schedule such operations, AIRLINE shall allow and provide for use of its facilities at the Preferential Use Gate (other than AIRLINE's ground service equipment and its proprietary equipment installed at the expense of AIRLINE, if any), or permit use of AUTHORITY's podiums and equipment as may be required for the Requesting Airline's efficient use of the Preferential Use Gate. If AIRLINE's off-schedule arrival or off-schedule departure interferes with a Requesting Airline's use of any Preferential Use Gate assigned to AIRLINE, AIRLINE shall retain scheduling priority in that particular instance, but shall work with and use reasonable efforts to accommodate the Requesting Airline at another Gate.

B. Notwithstanding the foregoing and any other provision of this Section 18.2, AUTHORITY shall have the right, upon reasonable notice to AIRLINE, to schedule at a Preferential Use Gate arrivals and departures by a Requesting Airline during AIRLINE's Periods of Use of that Preferential Use Gate, if AIRLINE does not actually utilize that Preferential Use Gate during its Period of Use for a Scheduled Operation.

C. Notwithstanding the foregoing and any other provision of this Section 18.2, AIRLINE shall have a scheduling priority for a Period of Use under this Section 18.2 with respect to any Scheduled Operation. AIRLINE may revise one or more Scheduled Operations at any time after their publication in the OAG (or any successor publication) by submitting a written amendment of AIRLINE's published schedule to AUTHORITY detailing and highlighting each such revision. AIRLINE agrees that its amendments to its published schedule shall be accurate, submitted to AUTHORITY in a timely manner and made in good faith, and that AUTHORITY shall be able to rely and act on AIRLINE's published schedule and all written amendments thereto submitted to AUTHORITY when accommodating one or more Requesting Airlines at AIRLINE's Preferential Use Gates. If AUTHORITY has actually relied and acted upon AIRLINE's published schedule (as may then have been most recently amended by AIRLINE in accordance with this Section 18.2C) by directing AIRLINE to accommodate the Requesting Airline at AIRLINE's Preferential Use Gate at a particular time, and AIRLINE subsequently amends its published schedule in a manner that conflicts with the operation of the Requesting Airline so accommodated, AUTHORITY will use best efforts under the circumstances to relocate the Requesting Airline so accommodated at AIRLINE's Preferential Use Gate to another Gate (if available) consistent with this Article 18. If AUTHORITY determines, in its reasonable judgment, that AIRLINE's persistent revisions of its Scheduled Operations are unwritten, inaccurate, and not made in good faith (for example, if AIRLINE routinely submits to AUTHORITY one or more amendments to its published

schedule without actually completing an arrival or departure based on AIRLINE's last such amendment), AUTHORITY may, after consultation with AIRLINE, and in addition to any other remedies available under this Agreement, suspend AIRLINE's right under this Section 18.2C to have AUTHORITY relocate a Requesting Airline accommodated at AIRLINE's Preferential Use Gate after AIRLINE's publication of its schedule in the OAG (or any successor publication) for up to ninety (90) days, which suspension AUTHORITY shall elect in its sole discretion, and which decision of AUTHORITY shall be final.

D. Any Requesting Airline that is accommodated at any of AIRLINE's Preferential Use Gates shall be required to pay AIRLINE: (1) the same charges for use of the Preferential Use Gate that it would have been required to pay AUTHORITY for use of a Gate other than a Preferential Use Gate, plus (2) any additional charges imposed by AUTHORITY that AIRLINE actually incurs as a result of its accommodation of the Requesting Airline, plus a fifteen percent (15%) administrative fee, plus (3) AIRLINE's pro rata share of the amortized costs of capital improvements that AIRLINE makes to any of AIRLINE's Preferential Use Gates, with its own funds and in accordance with Section 9.4, as a direct result of accommodating a Requesting Airline in accordance with this Section 18.2, plus a 15% administrative fee. AIRLINE may not demand any additional payments from the Requesting Airline on account of its use of the Gate. As a condition of accommodation on any of AIRLINE's Preferential Use Gates, the Requesting Airline shall have executed an agreement that is substantially in the form of this Agreement, the Affiliate Operating Agreement attached hereto as Exhibit "H," or

the Non-Affiliate Non-Signatory Operating Agreement attached hereto as Exhibit “I,” as applicable, through which the Requesting Airline is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth herein. These insurance and indemnification obligations shall inure to the benefit of AIRLINE as a third-party beneficiary for any period of accommodation, and AIRLINE shall not be required to accommodate a Requesting Airline at its Preferential Use Gates if the Requesting Airline’s insurance and indemnification obligations are not satisfied. As a further condition to any such accommodation, AIRLINE may require a deposit from the Requesting Airline as is reasonable and necessary to secure payment of the charges to AIRLINE; provided, however, that AIRLINE may not require a security deposit that is greater than the Contract Security, if any, that AIRLINE has given to AUTHORITY under Section 7.10.

18.3 Priorities for Accommodation in Space Other than Gates. If AUTHORITY receives a request for access to space in the Terminal (other than Gates, which are subject to the provisions of Section 18.2 of this Agreement) from a Requesting Airline, AUTHORITY shall, whenever possible, accommodate such a request by providing access to existing common use space under AUTHORITY’s control. If such common use space is unavailable or inadequate to meet the reasonable requirements of the Requesting Airline, as determined by AUTHORITY, AUTHORITY shall encourage Signatory Airlines voluntarily to accommodate the Requesting Airline, by subletting or otherwise making available for use by the Requesting Airline space within the Terminal that is subject to their exclusive use (if any) or preferential use. AUTHORITY shall notify the Signatory Airlines in writing when AUTHORITY has determined that a Requesting Airline cannot be accommodated in common use space, and the Signatory Airlines shall have thirty

(30) calendar days from the Signatory Airlines' receipt of such notice to voluntarily agree to accommodate the Requesting Airline. Any such agreements to accommodate a Requesting Airline must be in writing and mutually agreed to by the parties, and are subject to AUTHORITY's approval under Article 17 hereof. If a Requesting Airline is unable to meet its reasonable requirements, as determined by AUTHORITY, by using common use space made available by AUTHORITY, or by using space voluntarily made available by Signatory Airlines, AUTHORITY shall have the right, upon thirty (30) calendar days' notice to AIRLINE, to require AIRLINE to accommodate the Requesting Airline in space designated by AUTHORITY by allowing the Requesting Airline to use AIRLINE's Preferential Use Premises, subject to Section 18.3B; provided, however, that if the Requesting Airline is a Signatory Airline, the Requesting Airline must show, to AUTHORITY's satisfaction, that it cannot reasonably accommodate its own expanded service within the Terminal space already subject to its exclusive use or preferential use. If AUTHORITY is unable to meet the reasonable requirements of the Requesting Airline, as determined by AUTHORITY, after requiring the Signatory Airlines, including AIRLINE, to accommodate the Requesting Airline in their preferential use space, AUTHORITY shall consider whether the reasonable requirements of the Requesting Airline could be met in a reasonable, cost-effective way by constructing temporary or permanent new facilities. Only if all of these measures are inadequate to meet the reasonable requirements of the Requesting Airline, as determined by AUTHORITY, AUTHORITY may exercise its right to consolidate AIRLINE's operations under Section 18.4.

B. AUTHORITY may not require AIRLINE to accommodate a Requesting Airline in AIRLINE's Preferential Use Premises if such accommodation would require AIRLINE to reschedule one or more Scheduled Operations during

AIRLINE's Periods of Use. AIRLINE shall otherwise, consistent with its rights to preferential use, accommodate such Requesting Airline as directed by AUTHORITY by providing access to and use of its Preferential Use Premises; provided, however, that as a condition of accommodation in any of AIRLINE's Preferential Use Premises, the Requesting Airline shall have executed an agreement that is substantially in the form of this Agreement, the Affiliate Operating Agreement attached hereto as Exhibit "H", or the Non-Affiliate Non-Signatory Operating Agreement attached hereto as Exhibit "I", as applicable, through which the Requesting Airline is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth herein. These insurance and indemnification obligations shall inure to the benefit of the AIRLINE as a third-party beneficiary for any period of accommodation, and AIRLINE shall not be required to accommodate a Requesting Airline in its Preferential Use Premises if the Requesting Airline's insurance and indemnification obligations are not satisfied. As a further condition to any such accommodation, AIRLINE may require a deposit from Requesting Airline as is reasonable and necessary to secure payment of the charges to AIRLINE; provided, however, that AIRLINE may not require a security deposit that is greater than the Contract Security, if any, that AIRLINE has given to AUTHORITY under Section 7.10.

C. Any Requesting Airline that is accommodated at any facilities (other than Gates) used by AIRLINE on an exclusive use or preferential use basis shall, in the absence of an agreement to the contrary with AIRLINE, be required (1) to pay AIRLINE the same charges for use of the space that it would have been required to

pay AUTHORITY for use of such a facility, (2) to reimburse AIRLINE for any additional AUTHORITY charges that AIRLINE actually incurs as a result of its accommodation of the Requesting Airline, plus a fifteen percent (15%) administrative fee, and (3) to reimburse AIRLINE for its pro rata share of the amortized costs of capital improvements that AIRLINE makes to any of AIRLINE's Preferential Use Premises (other than Gates), with its own funds and in accordance with Section 9.4, as a direct result of accommodating a Requesting Airline in accordance with this Section 18.3, plus a 15% administrative fee. AIRLINE shall not demand any additional payments from the Requesting Airline on account of its use of such space.

D. Subject to the provisions of Section 17.1 and 17.2, nothing contained in this Article 18 shall prevent or prohibit AIRLINE from electing to enter into an agreement with other Air Transportation Companies authorized to operate into and out of the Airport and desiring the joint use of Airline Premises.

18.4 Consolidation of Operations.

A. If AUTHORITY is unable otherwise to meet the reasonable requirements of a Requesting Airline in accordance with the priorities established in Section 18.3A, and AUTHORITY determines that AIRLINE is under-utilizing its Preferential Use Premises (other than Gates), AUTHORITY may, upon not less than sixty (60) days' written notice to AIRLINE, require AIRLINE to vacate its under-utilized Preferential Use Premises and consolidate its operations in its remaining Preferential Use Premises. AUTHORITY's determination of AIRLINE's utilization of Preferential Use Premises (other than Gates) shall be

made after consultation with AIRLINE, and may take into account, among other things, the following factors: (a) AIRLINE's historical, current and reasonably projected frequency of operations; (b) AIRLINE's historical, current and reasonably projected number of boarding and deplaning passengers; (c) AIRLINE's number and use of Preferential Use Gates; (d) AIRLINE's square footage of other Preferential Use Premises; (e) the need for AUTHORITY to manage aircraft and passenger activity at the Airport; and (f) the need to accommodate Non-Signatory Airlines.

B. AIRLINE may request that AUTHORITY reconsider its determination of under-utilization within fifteen (15) calendar days of receipt of AUTHORITY's notice to consolidate and, if it does so, AIRLINE shall provide reasonable documentation of its need for the Preferential Use Premises that are the subject of the notice. If AUTHORITY, after reconsidering its determination, elects to proceed with the consolidation, AUTHORITY shall give AIRLINE not less than thirty (30) calendar days' notice to vacate such Preferential Use Premises. AUTHORITY may either assign the vacated premises to the Requesting Airline on a preferential use basis, if the Requesting Airline is or becomes a Signatory Airline, or deem the vacated premises to be available for common use subject to AUTHORITY's exclusive control.

C. AUTHORITY shall pay to AIRLINE its reasonable costs of relocating AIRLINE's furniture, equipment and signage in connection with the consolidation of AIRLINE's operations, if required by AUTHORITY under this Section 18.4,

plus the reasonable costs of AIRLINE's unamortized capital improvements (if any) originally constructed with AUTHORITY's consent that cannot be relocated.

18.5 Periodic Reassignment.

A. In addition to the obligation of the AIRLINE to accommodate the needs of Requesting Airlines as described in Sections 18.2 and 18.3, AUTHORITY may, at its sole discretion, conduct periodic reassignment of Preferential Use Premises if AUTHORITY determines that such reassignment would be necessary to: (i) reduce the congestion in the Terminal or on the Aircraft Ramp; (ii) promote the efficient use of the Terminal and the Airport; (iii) to consolidate operations due to merger or code-sharing agreements between AIRLINE and other Air Transportation Companies; (iv) meet the applicable laws, ordinances of local, state and federal entities; (v) accommodate a new entrant airline; or (vi) address other operational concerns of AUTHORITY. Such reassignments may result in a reduction in the AIRLINE's Preferential Use Premises or may cause the AIRLINE to vacate its Preferential Use Premises to relocate to other Preferential Use Premises.

B. AUTHORITY, if it determines to reassign Preferential Use Premises, shall provide a written statement of intent to AAC about proposed reassignments together with the reasons for such reassignment and the proposed effective date. The notice of intent shall be sent not less than ninety (90) days before the proposed effective date. AIRLINE through the AAC shall have the right to review and comment upon the proposed reassignments. After taking into account the comments of the AAC, AUTHORITY in its sole discretion shall make the final determination about reassignments. Final reassignments shall be evidenced by

written notice from the CEO transmitting revised Exhibits “B” and “C,” sent to each AIRLINE at least thirty (30) days prior to the effective date of the reassignments.

C. Reassignments will be guided by the pertinent factors detailed in Section 18.4 and by measures of utilization of Preferential Use Premises that AUTHORITY deems appropriate under the circumstances. AUTHORITY will seek to accomplish the purpose(s) of the reassignment based on the respective utilization of the Preferential Use Premises made by each Air Transportation Company, from least intense to most intense, and to balance the interests of the affected parties.

D. If, as a result of a reassignment under this Section 18.5, AIRLINE is required to relocate all or a portion of its operations, or to consolidate its operations in its remaining Preferential Use Premises, then AUTHORITY shall determine the reasonable cost of such reassignment or consolidation, including the unamortized cost of vacated improvements and facilities that had been financed by the AIRLINE. Said costs shall be the responsibility of the Air Transportation Company gaining use of the Preferential Use Premises and shall be paid to AIRLINE.

#### **ARTICLE 19 GOVERNMENT INCLUSION**

19.1 Government Agreements. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between AUTHORITY and the United States or the State of New York or any other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such

funds. AIRLINE shall reasonably abide by the requirements of agreements entered into between AUTHORITY and the United States and shall consent to amendments and modifications of this Agreement if required by such agreements or if required as a condition of AUTHORITY's entry into such agreements. In addition, this Agreement shall be subordinate to the Airport Lease.

19.2 PFC Act and Assurances. Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall impair the authority of AUTHORITY to impose a Passenger Facility Charge or to use the Passenger Facility Charge revenue as and to the extent provided in the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117 (the "PFC Act"). AIRLINE acknowledges that AUTHORITY has given to the United States of America, acting by and through the FAA, certain assurances set forth in the PFC Act and implementing regulations at 14 C.F.R. Part 158 ("PFC Assurances"), and AIRLINE agrees that this Agreement shall be subordinate and subject to the PFC Assurances. In the event that the FAA or its successors require any modifications or changes in this Agreement as a condition precedent to the collection of PFCs or otherwise complying with the PFC Act, AIRLINE shall not withhold its consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may reasonably be required to collect PFCs or comply with the PFC Act. AUTHORITY agrees to provide AIRLINE with advance written notice of any provisions that would adversely modify material terms of this Agreement.

19.3 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

19.4 General Civil Rights Provisions. AIRLINE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If AIRLINE transfers its obligation to another, the transferee is obligated in the same manner as AIRLINE. This provision obligates AIRLINE for the period during which the property is owned, used or possessed by AIRLINE and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

19.5 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, AIRLINE, for itself, its assignees, and successors in interest (hereinafter referred to as "AIRLINE") agrees as follows.

A. Compliance with Regulations. AIRLINE (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. Non-Discrimination. AIRLINE, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. AIRLINE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices

when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by AIRLINE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by AIRLINE of AIRLINE's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports. AIRLINE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, AIRLINE will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of AIRLINE's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(1) Withholding payments to AIRLINE under the contract until AIRLINE complies; and/or

(2) Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions. AIRLINE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. AIRLINE will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if AIRLINE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, AIRLINE may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, AIRLINE may request the United States to enter into the litigation to protect the interests of the United States.

19.6 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

A. AIRLINE, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits,

AIRLINE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, AUTHORITY will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

19.7 Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

A. AIRLINE, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that AIRLINE will use the premises

in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. With respect to this Agreement, in the event of breach of any of the above Non-discrimination covenants, AUTHORITY will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

19.8 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- (5) The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (8) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- (9) The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); and

- (10) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

19.9 Affirmative Action. AIRLINE assures that: (1) it shall undertake an affirmative action program as required by the AUTHORITY, and by all federal and state laws, rules and regulations pertaining to Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123, to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by the AUTHORITY from the FAA; (2) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by the AUTHORITY from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (3) it shall include the preceding statements of this Section 19.9 in AIRLINE's contracts and other applicable documents under this Agreement, and shall require that its contractors and others similarly include these statements in their subcontracts and applicable documents.

19.10 Security. AIRLINE, its officers, employees, agents, and those under its control, shall comply with security measures required of AIRLINE by the FAA, DHS, TSA or contained in any Airport master security plan approved by the Federal Aviation Administration. If AIRLINE, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against

AUTHORITY, then, in addition to the provisions of Section 14.3, AIRLINE shall be responsible and shall reimburse AUTHORITY in the full amount of any such monetary penalty or other damages. Nothing contained herein shall prohibit AIRLINE from contesting with the FAA or other appropriate governmental agency the validity or amount of such penalty.

19.11 Boarding and Deplaning Assistance.

A. As required by 14 C.F.R. § 382.95(b), AIRLINE “must . . . provide boarding and deplaning assistance through the use of lifts or ramps at [Airport] where boarding and deplaning by level-entry loading bridges or accessible passenger lounges is not available.” Consistent with the requirements of 14 C.F.R. § 382, AIRLINE shall be responsible for acquiring or making arrangement – whether directly or through its ground handlers, other airlines operating at the Airport, AUTHORITY (as set forth below in Section (B) or otherwise – for boarding and deplaning assistance devices for use with its aircraft at the Airport.

B. Consistent with the requirements of 14 C.F.R. § 382.141, AIRLINE shall ensure that those personnel involved in providing boarding and deplaning assistance through the use of lifts, ramps or other accessibility devices are properly trained in the use and operation of the devices and appropriate boarding and deplaning assistance procedures that safeguard the safety and dignity of passengers.

C. As explained in 66 Federal Register 22107, the use of a boarding chair to carry a passenger up or down stairs is only permitted in “abnormal circumstances (e.g., if a lift breaks down),” and “is conditioned on the passenger’s consent (except in the case of emergency evacuations).” Furthermore, pursuant to 14 C.F.R. § 382.101, AIRLINE personnel “must never use hand-carrying (i.e., directly

picking up the passenger's body in the arms of one or more carrier personnel to effect a level change the passenger needs to enter or leave the aircraft), even if the passenger consents, unless this is the only way of evacuating the individual in the event of an emergency.”

## ARTICLE 20 GENERAL PROVISIONS

### 20.1 Subordination to Resolution.

A. This Agreement and all rights granted to AIRLINE hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by AUTHORITY in any Resolution, or any proceedings authorizing and providing security for Other Indebtedness. AUTHORITY and AIRLINE agree that to the extent required by any Resolution(s) or other financing document(s) of the County or AUTHORITY, or law, the holders of the Bonds, Subordinated Indebtedness, or Other Indebtedness, or their designated representatives, shall have the right to exercise any and all rights of AUTHORITY hereunder.

B. AUTHORITY shall notify AIRLINE in advance of any amendments or supplements to the Resolution, or any proceedings authorizing and providing security for Other Indebtedness that would materially alter the terms and provisions of this Agreement. AUTHORITY and AIRLINE shall use their best efforts to agree on the implementation of any such material amendments or supplements desired solely by AUTHORITY for its own purposes.

C. With respect to facilities and/or property leased by AUTHORITY to AIRLINE hereunder which was or is to be acquired by AUTHORITY with proceeds of Bonds, Subordinated Indebtedness, or Other Indebtedness the interest

on which is, or is intended to be, excludable from the gross income of the holders of such Bonds for federal income tax purposes, the parties hereby covenant to protect the tax-exempt status of the Bonds and in furtherance of such purpose:

(1) AIRLINE hereby acknowledges that title to the properties and facilities leased hereunder is solely in the AUTHORITY and/or County. AIRLINE hereby elects, pursuant to Section 142(b)(1)(B)(i) of the Internal Revenue Code of 1986, as amended, that it will not claim depreciation or investment tax credit for federal income tax purposes with respect to any portion of the properties and facilities now or hereafter leased hereby and with respect to any future property financed with Bonds, Subordinated Indebtedness or Other Indebtedness, the interest on which is excludable from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, unless a written opinion of counsel nationally recognized in matters relating to the issuance of state and local obligations and satisfactory to AUTHORITY is received by AUTHORITY to the effect that such election is not necessary in order to maintain the tax-exempt status of such Bonds, Subordinated Indebtedness or Other Indebtedness.

(2) Said election shall be irrevocable and binding upon AIRLINE and any successors in interest to AIRLINE, and any agreement and any publicly recorded documents in lieu of such agreement shall state that neither the AIRLINE nor any successor in interest under such agreement may claim depreciation or investment tax credit with respect to the properties and facilities now or hereafter leased hereunder and financed with Bonds,

Subordinated Indebtedness or Other Indebtedness, the interest on which is excludable from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, unless a written opinion of counsel nationally recognized in matters relating to the issuance of state and local obligations and satisfactory to AUTHORITY is received by AUTHORITY to the effect that such election is not necessary in order to maintain the tax-exempt status of such Bonds, Subordinated Indebtedness or Other Indebtedness. This election shall be retained in the records of the AIRLINE and AUTHORITY for the entire Term of this Agreement.

(3) AIRLINE further agrees that with respect to any properties and facilities financed with Bonds, Subordinated Indebtedness or Other Indebtedness, issued after January 1, 1996 and leased hereunder, the Term hereof shall not be for a period longer than eighty percent (80%) of the reasonably expected economic life of the facilities and properties financed from the proceeds of Bonds, Subordinated Indebtedness or Other Indebtedness, the interest on which is excluded from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, unless a written opinion of counsel nationally recognized in matters relating to the issuance of state and local obligations and satisfactory to AUTHORITY is received by AUTHORITY to the effect such term may be greater.

(4) AIRLINE hereby acknowledges that it has no option or right, nor will it acquire any option or right to acquire, directly or indirectly, the properties or facilities financed with Bonds, Subordinated Indebtedness or Other

Indebtedness issued after January 1, 1996, now or hereafter leased hereunder and financed from the proceeds of Bonds, Subordinated Indebtedness or Other Indebtedness, the interest on which is excludable from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, other than at the fair market value thereof determined as of the date such option or right is exercised unless a written opinion of counsel nationally recognized in matters relating to the issuance of state and local obligations and satisfactory to AUTHORITY is received by AUTHORITY to the effect that such an option will not affect the tax exempt status of such Bonds, Subordinated Indebtedness or Other Indebtedness.

20.2 Nonwaiver. No waiver of default by either party of any of the terms, covenants, or conditions hereof to be performed, kept and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions to be performed, kept and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein, or to exercise any other right(s) available at law or in equity.

20.3 Rights Non-Exclusive. Notwithstanding anything herein contained that may be or appear to be to the contrary, the rights, privileges and licenses granted under this Agreement are “non-exclusive” and AUTHORITY reserves the right to grant similar privileges to others.

20.4 SEC Rule 15c2-12. AIRLINE, upon written request by AUTHORITY, shall provide AUTHORITY with such information as AUTHORITY may reasonably request in writing to comply with AUTHORITY’s continuing disclosure requirements under SEC Rule 15c2-12, as it may be amended from time to time; provided, however, that AIRLINE may, in lieu of providing

the requested information, direct AUTHORITY to an AIRLINE or SEC website where the requested information is then currently available.

20.5 Quiet Enjoyment.

A. AUTHORITY agrees that, so long as AIRLINE's payment of rentals, fees and charges is timely and AIRLINE keeps all covenants and agreements contained herein, AIRLINE shall peaceably have and enjoy its Airline Premises and all rights, privileges and licenses of the Airport, its appurtenances and facilities granted herein, subject to the terms and conditions herein contained.

B. Consistent with the nature of AIRLINE's business, AIRLINE agrees that occupancy of its Airline Premises will be lawful and quiet and that it will not knowingly use or permit the use of Airline Premises in any way that would violate the terms of this Agreement, create a nuisance, or disturb other tenants or the general public. AIRLINE shall be responsible for the activity of its officers, employees, agents, and others under its control with respect to this provision.

20.6 Performance. The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

20.7 Avigation Rights. AUTHORITY reserves unto itself; its successors, and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including Airline Premises, for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport.

20.8 Rules and Regulations.

A. AIRLINE, its officers, employees, agents and others under its control shall observe and obey all laws, regulations and orders of the Federal, state, county and local governments which may be applicable to AIRLINE's operations at the Airport.

B. AUTHORITY, in accordance with the Act, may from time to time adopt, amend or revise reasonable and non-discriminatory rules and regulations for the conduct of operations at the Airport, for reasons of safety, health, preservation of the property or for the maintenance of the good and orderly appearance of the Airport. AIRLINE, its officers, employees, agents, and others under its control (not including passengers) shall faithfully comply with and observe such rules and regulations, except as they may conflict with the terms and provisions of this Agreement, or the regulations of another governmental authority having appropriate jurisdiction. AUTHORITY shall notify AIRLINE in writing in advance of any proposed amendments or supplements to such rules and regulations that would adversely materially alter the terms of this Agreement, and shall provide AIRLINE a reasonable opportunity to comment on any such amendments or supplements.

C. AIRLINE shall be liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire Term of this Agreement by any Federal, state, or local governmental entity

or any court of law having jurisdiction over AIRLINE or AIRLINE's operations and activities.

20.9 Waiver of Visual Artists Rights. AIRLINE shall not install any object in the Airline Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 ("VARA"), unless and until AIRLINE has provided AUTHORITY with a written waiver from the author of such work of visual art, in form and substance reasonably satisfactory to AUTHORITY, which identifies specifically the work of visual art and the uses of that work to which the waiver applies in accordance with 17 U.S.C. § 106A(e)(1).

20.10 Inspection. AIRLINE shall allow AUTHORITY's authorized representatives access to Airline Premises for the purpose of examining and inspecting said premises; for purposes necessary, incidental to, or connected with the performance of its obligations under this Agreement; or, in the exercise of its governmental functions. Except in the case of an emergency, AUTHORITY shall conduct such inspections during normal business hours upon reasonable advance notice, and in the presence of AIRLINE's representative.

20.11 No Individual Liability. No member, officer, agent, director, or employee of AUTHORITY or AIRLINE shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

20.12 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees and charges, nor any other

provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of landlord and tenant.

20.13 Capacity to Execute. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

20.14 Savings. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against AUTHORITY by reason of the preparation of this Agreement by AUTHORITY.

20.15 Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this Agreement.

20.16 Incorporation of Exhibits. All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

20.17 Titles. Section titles are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

20.18 Severability. In the event that any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either AUTHORITY or AIRLINE

in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

20.19 Amendments. This Agreement constitutes the entire agreement between the parties. Except as provided in Sections 4.1, 5.3 and 18.5, no amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

20.20 Agreement Not to Grant More Favorable Terms. During the Basic Term and (if applicable) the Renewal Term, AUTHORITY agrees not to enter into any lease, contract, or other agreement with any other Air Transportation Company conducting operations at the Airport that contains fees and charges or terms more favorable to such Air Transportation Company than the terms of, or the fees and charges payable by AIRLINE under, this Agreement, unless AUTHORITY also makes those more favorable terms available to AIRLINE. The provisions of this Section 20.20 shall in no way limit, impair, or interfere with AUTHORITY'S ability to charge or establish such fees and charges as AUTHORITY may deem applicable or necessary when entering into any lease, contract, or other agreement with any party that is not an Air Transportation Company.

20.21 No Exclusive Remedy. No remedy provided by this Agreement shall be deemed to be exclusive.

20.22 Subordination to Sponsor's Assurance Agreement. This Agreement shall be subordinate and subject to the terms of any "Sponsor's Assurance Agreement" or like agreement that has been or may be furnished to the FAA by AUTHORITY or required by law.

20.23 Exclusiveness of AIRLINE's Rights. Nothing contained in this Agreement shall be deemed to grant to AIRLINE any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) with respect to activity on the Airport.

20.24 Other Agreements. Other than as set forth herein, nothing contained in this Agreement shall be deemed or construed to nullify, restrict or modify in any manner the provisions of any other lease or contract between AUTHORITY and AIRLINE authorizing the use of the Airport, its facilities and appurtenances.

20.25 Approvals.

A. Unless otherwise stated, whenever this Agreement calls for approval by AUTHORITY, such approval shall be evidenced by the written approval of the CEO.

B. Any approval required by either party to this Agreement shall not be unreasonably withheld, delayed or conditioned.

20.26 Notice.

A. All notices, requests, consents and approvals served or given under this Agreement shall be served or given in writing by certified or registered mail or by a recognized national overnight express mail delivery service. If intended for AUTHORITY, notices, requests, consents and approvals shall be delivered to:

Chief Executive Officer  
Albany County Airport Authority  
Albany International Airport  
Administration Building, Suite 200  
Albany, New York 12211-1057

or to such other address as may be designated by AUTHORITY by written notice to AIRLINE.

B. Notices, requests, consents and approvals to AIRLINE shall be delivered to:

or to such other address as may be designated by AIRLINE by written notice to AUTHORITY.

C. All notices, requests, consents and approvals sent by certified or registered mail shall be deemed to have been given on the third business day following the date of mailing, if properly mailed and addressed. All notices, requests, consents and approvals sent by overnight express mail delivery shall be deemed to have been given when received at the address listed in this Section 20.26, or to such other address as may have been designated by written notice in accordance with this Section 20.26.

20.27 Agent For Service. It is expressly understood and agreed that if AIRLINE is not a resident of the State of New York, or is an association or partnership without a member or partner resident of said state, or is a foreign corporation not licensed to do business in New York, then in any such event, AIRLINE shall appoint an agent for the purpose of service of process in any court action between it and AUTHORITY arising out of or based upon this Agreement. AIRLINE shall immediately, within ten (10) days of execution of this Agreement, notify AUTHORITY, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of New York for service upon a non-resident engaging in business in the State. It is further expressly agreed, covenanted and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, AIRLINE may be served out of the State of New York by the registered mailing of such service at the address set forth in Section 20.26.

20.28 Governing Law; Waiver of Jury Trial. This Agreement is to be read and construed in accordance with the laws of the State of New York. The parties hereto agree the Supreme Court - State of New York, County of Albany or United States District Court - Northern District of New York shall be the forum for any actions brought hereunder. AUTHORITY and AIRLINE hereby waive jury trial in any action, proceeding or counterclaim brought by either party against the other or any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of the AUTHORITY and AIRLINE created hereby, AIRLINE's use or occupancy of the Airport, and/or any claim for injury or damage.

20.29 Force Majeure. Except as herein provided, neither AUTHORITY nor AIRLINE shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than the payment of rentals, fees and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not-responsible or which are not within its control. Notwithstanding the foregoing, upon termination of such force majeure event, the obligations of AUTHORITY and AIRLINE shall continue as if such force majeure event had not occurred.

20.30 Entire Agreement. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by AIRLINE that AUTHORITY and AUTHORITY's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by AIRLINE against AUTHORITY for, and AUTHORITY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement. Any other written or

parol agreement with AUTHORITY is expressly waived by AIRLINE, except to the extent that any other written agreement between AIRLINE and AUTHORITY contains provisions that survive the expiration, termination or early cancellation of that agreement.

\*\*\*\*\*

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first above written.

WITNESS:

ALBANY COUNTY AIRPORT AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair

\_\_\_\_\_  
Approved as to Form and Legality  
Authority Attorney

WITNESS:

[AIRLINE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**AIRPORT BOUNDARIES**

**SEE MAP ATTACHED**



**EXHIBIT B**

**AIRLINE PREMISES**

**Information included in separate Booklet on file with Authority**

**EXHIBIT C**

**SUMMARY OF TERMINAL AND AIRCRAFT APRON AREAS**

**Information included in separate Booklet on file with Authority**

**EXHIBIT D**

**AUTHORITY AND AIRLINE RESPONSIBILITIES  
FOR TERMINAL OPERATIONS AND MAINTENANCE**

SEE FOLLOWING TWO PAGES

**EXHIBIT D**  
**Albany County Airport Authority**  
**Albany International Airport**

**RESPONSIBILITY OF AUTHORITY AND AIRLINE FOR OPERATION AND MAINTENANCE OF THE TERMINAL**  
 (Page 1 of 2)

	PREFERENTIAL USE										JOINT USE	
	Ticket Counter & Queuing	ATO & Baggage Make-Up	Upper Level Service Offices	Operations Areas	Baggage Service	Holdrooms	Aircraft Aprons	Loading Bridges ***	Security	Inbound/Outbound Baggage	Tug Drives	
1. Air Conditioning *	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	N/A	ACAA	ACAA	ACAA	ACAA	N/A
a. Maintenance	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	N/A	ACAA	ACAA	ACAA	ACAA	N/A
b. Operation	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	N/A	ACAA	ACAA	ACAA	ACAA	N/A
c. Chilled Air Distribution	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	N/A	ACAA	ACAA	ACAA	ACAA	N/A
2. Heating *	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	N/A	ACAA	ACAA	ACAA	ACAA	N/A
a. Maintenance	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	N/A	ACAA	ACAA	ACAA	ACAA	N/A
b. Operation	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	N/A	ACAA	ACAA	ACAA	ACAA	N/A
c. Warm Air Distribution	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	N/A	ACAA	ACAA	ACAA	ACAA	N/A
3. Lighting	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA
a. Bulb Replacement **	ACAA	A	A	A	A	A	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA
b. Maintenance **	ACAA	A	A	A	A	A	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA
4. Electrical Service	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA
a. Maintenance *	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA
b. FIDS/BIDS	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	N/A	N/A	N/A	N/A	N/A	ACAA
c. Telephone System *	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	N/A	N/A	N/A	N/A	N/A	ACAA
d. Data Cable *	A	A	A	A	A	A	A	N/A	N/A	N/A	N/A	ACAA
5. Water *	N/A	N/A	ACAA	ACAA	ACAA	N/A	ACAA	N/A	ACAA	ACAA	ACAA	ACAA
a. Distribution	N/A	N/A	A	A	A	N/A	A	N/A	N/A	N/A	N/A	ACAA
b. Fixtures	N/A	N/A	A	A	A	N/A	A	N/A	N/A	N/A	N/A	ACAA

A - Airline  
 ACAA - Albany County Airport Authority

\* - Airline shall be responsible for any connecting fixtures or services installed by Airline; otherwise, the ACAA is responsible  
 \*\* - Airline shall be responsible for any light fixtures installed by Airline; otherwise, the ACAA is responsible  
 \*\*\* - Excludes preconditioned air

NOTE: All areas not part of Airline Premises shall be the Authority's responsibility; provided, however, Authority shall not be responsible for any systems or services installed by the Airline, or systems and services installed by Authority, but modified by Airline, unless otherwise agreed to by the parties hereto. Airlines reserve the right to request work by ACAA

**EXHIBIT D**  
**Albany County Airport Authority**  
**Albany International Airport**

**RESPONSIBILITY OF AUTHORITY AND AIRLINE FOR OPERATION AND MAINTENANCE OF THE TERMINAL**  
 (Page 2 of 2)

	PREFERENTIAL USE										JOINT USE	
	Ticket Counter & Queuing	ATO & Baggage Make-Up	Upper Level Service Offices	Operations Areas	Baggage Service	Holdrooms	Aircraft Aprons	Loading Bridges	Security	Inbound/Outbound Baggage	Tug Drives	
6. Sewage *												
a. Distribution	N/A	N/A	ACAA	ACAA	ACAA	N/A	ACAA	N/A	ACAA	ACAA	ACAA	ACAA
b. Fixtures	N/A	N/A	A	A	A	N/A	A	N/A	ACAA	ACAA	ACAA	ACAA
7. Maintenance												
a. Other than Structure	A	A	A	A	A	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA
b. Structure	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA
c. Exterior	ACAA **	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA
d. Markings	N/A	N/A	N/A	N/A	N/A	N/A	ACAA	A	N/A	ACAA	ACAA	ACAA
8. Custodial Services												
a. Cleaning	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA
b. Waste Disposal	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA	ACAA
9. Window Cleaning												
a. Exterior	N/A	ACAA	ACAA	ACAA	N/A	ACAA	N/A	ACAA	ACAA	ACAA	ACAA	ACAA
b. Interior	N/A	ACAA ***	ACAA ***	A	ACAA	ACAA	N/A	ACAA	ACAA	ACAA	ACAA	ACAA
10. Gate Seating	N/A	N/A	N/A	N/A	N/A	ACAA	N/A	ACAA	ACAA	ACAA	ACAA	N/A

A - Airline  
 ACAA - Albany County Airport Authority

\* - Airline shall be responsible for any connecting fixtures or services installed by Airline; otherwise, the ACAA is responsible  
 \*\* - Includes ticket counter, skycap podium, gate podium, and backwall shells. Airline is responsible for inserts.  
 \*\*\* - Airline shall be responsible for any interior windows in ticket counter, ticket offices, and bag makeup area.

NOTE: All areas not part of Airline Premises shall be the Authority's responsibility; provided, however, Authority shall not be responsible for any systems or services installed by the Airline, or systems and services installed by Authority, but modified by Airline, unless otherwise agreed to by the parties hereto. Airlines reserve the right to request work by ACAA.

EXHIBIT E

CAPITAL IMPROVEMENT PLAN 2025-2029

[SEE EXHIBIT 2 OF EXHIBITS] CAPITAL IMPROVEMENT PLAN ATTACHED

**EXHIBIT F**  
**EQUIPMENT**

**Information included in separate Booklet on file with Authority**

**EXHIBIT G**  
**FORMAT FOR RATES AND CHARGES AND REVENUE SHARING**  
**CALCULATIONS**

Exhibit G-1

Albany County Airport Authority  
Albany International Airport

CALCULATION OF TERMINAL RENTAL RATE

- A. Direct & Indirect Terminal O&M Expenses
- B. Terminal O&M Reserve Requirement
- C. Terminal Capital Charges
- D. Terminal Capital Charge Coverage
- E. Terminal Debt Service Reserve Requirement
- F. Terminal Extraordinary Coverage Protection
- G. TOTAL TERMINAL REQUIREMENT
- LESS:
- H. Non-airline Terminal Space Rentals
- I. TSA Space Rental
- J. Utility Reimbursement
- K. Terminal Tenant Maintenance
- EQUALS:
- L. NET TERMINAL REQUIREMENT
- DIVIDED BY:
- M. Rentable Terminal Space
- EQUALS:
- N. Signatory Terminal Rental Rate

Exhibit G-2

Albany County Airport Authority  
Albany International Airport

CALCULATION OF LANDING FEE RATE

- A. Direct & Indirect Airfield O&M Expenses
- B. Airfield O&M Reserve Requirement
- C. Airfield Capital Charges
- D. Airfield Capital Charge Coverage
- E. Airfield Debt Service Reserve Requirement
- F. Airfield Extraordinary Coverage Protection
- G. TOTAL LANDING FEE REQUIREMENT
- LESS:
- H. Aircraft Aprons Fee Credit
- I. Airfield Tenant Maintenance
- J. Non-signatory Airline Landing Fee Credit
- EQUALS:
- K. NET LANDING FEE REQUIREMENT
- DIVIDED BY:
- L. Signatory Airline & Signatory Cargo Carrier Landed Weight (000 lbs)
- EQUALS:
- M. Signatory Landing Fee Rate

Exhibit G-3

Albany County Airport Authority  
Albany International Airport

CALCULATION AND ALLOCATION OF FUNDS REMAINING

Airport Revenues (before Revenue Sharing Transfers)

LESS:

Operating and Maintenance Expenses

EQUALS:

NET REVENUES

LESS:

Capital Charges

Capital Charge Coverage

Debt Service Reserve Requirement

Capital Expenditures

Operating & Maintenance Reserve

Renewal and Replacement Reserve

EQUALS:

FUNDS REMAINING

AUTHORITY Share (50%)

Airline Share (50%)\*

ALLOCATION OF AIRLINE SHARE\*

Terminal (80%)

Airfield (20%)

\* AIRLINE's share of Funds Remaining shall be allocated in accordance with Section 8.4C.

Exhibit G-4: CHANGES IN RATES FOR RENTALS, FEES AND CHARGES

**G.01** *Changes in Rates.* The Aircraft Aprons Fee, equipment charge, terminal rental rate, and landing fee rate shall be calculated in accordance with this Exhibit “G.”

**G.02** *Aircraft Aprons Fee.* The Aircraft Aprons rate in each period shall be equal to ten percent (10%) of the Total Landing Fee Requirement, divided by the total number of square feet contained within all Aircraft Aprons, as set forth in Exhibit “C”.

**G.03** *Equipment Charges.* Any equipment leased to AIRLINE by AUTHORITY, as listed in Exhibit “F,” shall bear an annual rental payment based on Capital Charges, Capital Charge Coverage, any required reserves, and O&M Expenses incurred by AUTHORITY for any such equipment. Currently the only equipment that AUTHORITY leases to AIRLINE are the Loading Bridges. If additional equipment is added during the Term of this agreement, a revised Exhibit F will be issued.

**G.04** *Explanation of Exhibit “G-1” Line Items (Calculation of Terminal Rental Rate)*

A. Direct & Indirect Terminal O&M Expenses - O&M Expenses allocable to the Terminal Cost Center.

B. Terminal O&M Reserve Requirement - Amounts required to establish or maintain the O&M Reserve Requirement, allocable to the Terminal Cost Center based on O&M Expenses.

C. Terminal Capital Charges - Capital Charges allocable to the Terminal Cost Center.

D. Terminal Capital Charge Coverage - Capital Charge Coverage allocable to the Terminal Cost Center.

E. Terminal Debt Service Reserve Requirement - Amounts required to establish or maintain Debt Service Reserve Requirement allocable to the Terminal Cost Center.

F. Terminal Extraordinary Coverage Protection – Extraordinary Coverage Protection allocable to the Terminal Cost Center.

G. Total Terminal Requirement - Sum of A through F, above.

H. Non-airline Terminal Space Rentals – Terminal rents received from non-airline tenants including car rental companies, baggage delivery companies and others.

I. TSA Space Rental – Terminal rents received from Transportation Security Administration, if any.

J. Utility Reimbursement – Reimbursement for utilities incurred by the AUTHORITY and included in Total Terminal Requirement.

K. Terminal Tenant Maintenance - Reimbursement for costs incurred by the AUTHORITY and included in Total Terminal Requirement.

L. Net Terminal Requirement - G less H through K, above.

M. Rentable Terminal Space - Total Terminal space less Airport administrative, public, and mechanical/utility space.

N. Signatory Terminal Rental Rate - L divided by M, above.

**G.05 Explanation of Exhibit "G-2" Line Items (Calculation of Landing Fee Rate)**

A. Direct & Indirect Airfield O&M Expenses - O&M Expenses allocable to the Airfield Cost Center.

B. Airfield O&M Reserve Requirement - Amounts required to establish or maintain the O&M Reserve Requirement, allocable to the Airfield Cost Center based on O&M Expenses.

C. Airfield Capital Charges - Capital Charges allocable to the Airfield Cost Center.

D. Airfield Capital Charge Coverage - Capital Charge Coverage allocable to the Airfield Cost Center.

E. Airfield Debt Service Reserve Requirement - Amounts required to establish or maintain Debt Service Reserve Requirement allocable to the Airfield Cost Center.

F. Airfield Extraordinary Coverage Protection - Extraordinary Coverage Protection allocable to the Airfield Cost Center.

G. Total Landing Fee Requirement - Sum of A through F, above.

H. Aircraft Aprons Fee Credit - Ten percent (10%) of the Total Landing Fee Requirement as set forth in G.02.

I. Airfield Tenant Maintenance - Reimbursement for costs incurred by AUTHORITY and included in Total Landing Fee Requirement.

J. Non-signatory Airline Landing Fee Credit - Amounts equal to landing fees received from Non-signatory Airline sources.

K. Net Landing Fee Requirement - G less H through J, above.

L. Signatory Airline & Signatory Cargo Carrier Landed Weight - Total landed weight for all Signatory Airlines and Signatory Cargo Carriers, as determined in accordance with Section 7.1.

M. Signatory Landing Fee Rate - K divided by L, above.

**G.06** *Airport Direct Cost Centers.*

A. Terminal - Includes items associated with the Terminal building, concourses, and related facilities.

B. Airfield - Consists of runways, taxiways, and other facilities supporting the activity of military, general aviation, and commercial aircraft, and shall include, but not be limited to, Landing Area and Ramp Area.

C. Loading Bridges - Includes items associated with the loading bridges.

D. FBO Commercial - Includes fixed base operator facilities servicing commercial operations.

E. FBO General Aviation - Includes fixed base operator facilities servicing general aviation activities.

F. Parking - Includes long-term, short-term and employee parking and any parking garages.

G. Landside - Includes all other areas not included in the above Cost Centers including terminal access roadways and those areas servicing and supporting activities not related to aviation that are not in other Cost Centers.

**G.07** *Calculation and Allocation of Funds Remaining.* The calculation and allocation of Funds Remaining shall be made in accordance with Exhibit "G-3".

## EXHIBIT H

### ALBANY INTERNATIONAL AIRPORT

#### FORM OF AFFILIATE OPERATING AGREEMENT

##### ARTICLE 1 – SCOPE OF AGREEMENT

This Agreement between the Albany County Airport Authority (the “Authority”) and \_\_\_\_\_ (the “Affiliate”) grants to the Affiliate certain rights to use facilities to conduct its Air Transportation Business as an Affiliate of [SIGNATORY AIRLINE] (the “Signatory Airline”) at Albany International Airport (the “Airport”). The Signatory Airline Use and Lease Agreement between the Authority and the Signatory Airline, effective as of \_\_\_\_\_, 2026 (the “Airline Use and Lease Agreement”), gives the Signatory Airline the opportunity to designate an Affiliate if certain conditions are met. The intent of this Agreement is to adopt by reference various specified provisions of the Airline Use and Lease Agreement, and make them applicable to the Affiliate. In consideration of these benefits, the Affiliate agrees to abide by all of the terms and conditions of this Agreement. If the Affiliate is itself a Signatory Airline, it shall remain obligated to the Authority under the terms and conditions of its Airline Use and Lease Agreement for its use of the Airport in its own name as a Signatory Airline (*e.g.*, through the sale of tickets in its own name), and its activity and payment and reporting obligations shall be treated as its own activity and payment and reporting obligations when such Signatory Airline so uses the Airport.

##### ARTICLE 2 – DEFINITIONS

All capitalized terms used in this Agreement, if not defined within this Agreement, shall have the meanings specified in Article 1 of the Airline Use and Lease Agreement.

##### ARTICLE 3 – TERM OF AGREEMENT

3.01 Effective Date. This Agreement shall take effect as of the date specified in Section 10.2A of the Airline Use and Lease Agreement as the effective date of the Signatory Airline’s

designation of the Affiliate, which designation and effective date shall be provided to the Authority in the form attached as **Exhibit A** and made a part hereof.

3.02 Termination Date. This Agreement shall terminate as of the earliest of (a) the expiration or earlier termination date of the Airline Use and Lease Agreement; (b) the termination date of this Agreement as provided in Article 13 below; or (c) the effective date of the Signatory Airline's termination of the Affiliate's status as an Affiliate of the Signatory Airline in accordance with Section 10.4 of the Airline Use and Lease Agreement which termination and effective date shall be provided to the Authority in the form attached as **Exhibit B** and made a part hereof.

#### ARTICLE 4 – USE OF THE AIRPORT AND RELATED FACILITIES

4.01 Rights and Privileges. For the operation of the Affiliate's Air Transportation Business as an Affiliate of the Signatory Airline, the Affiliate shall have the same rights as the Signatory Airline under Sections 5.1A through Section 5.1H, Section 5.1N and Sections 5.2 through Section 5.4 of the Airline Use and Lease Agreement to use the Airline Premises leased to the Signatory Airline, and shall be subject to the same exclusions and conditions applicable to the Signatory Airline thereunder.

4.02 Provisions Inapplicable to Affiliate. Sections 5.1I through 5.1M and Sections 5.1O through 5.1Q of the Airline Use and Lease Agreement shall not apply to the Affiliate.

#### ARTICLE 5 – OPERATION AND MAINTENANCE OF THE AIRPORT

5.01 Affiliate's Obligations. The Affiliate shall conduct its Air Transportation Business as an Affiliate of the Signatory Airline in a manner consistent with the Signatory Airline's obligations under Section 6.2 and Exhibit "D" of the Airline Use and Lease Agreement.

5.02 Provisions Inapplicable to Affiliate. Sections 6.1 and 6.3 of the Airline Use and Lease Agreement shall not apply to the Affiliate.

## ARTICLE 6 – RENTALS, FEES AND CHARGES

6.01 Rentals, Fees and Charges. The Landing Fees, Terminal Rentals, Aircraft Apron Fees, Equipment Charges, Passenger Screening Charges, Per Turn Terminal Fees, PFCs and other rentals, fees and charges due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Signatory Airline shall be calculated in accordance with Sections 7.1 through 7.7 and Sections 7.11 through 7.12 of the Airline Use and Lease Agreement.

6.02 Activity Reports. Activity reports of the Affiliate's activities as an Affiliate of the Signatory Airline at the Airport, as described in Sections 7.9A and 7.9B of the Airline Use and Lease Agreement, shall be prepared by the Affiliate and submitted to the Authority by the Signatory Airline on behalf of the Affiliate.

6.03 Books and Records. The Affiliate shall be subject to and bound by Sections 7.9C and 7.9D of the Airline Use and Lease Agreement.

6.04 Contract Security. The Affiliate shall be subject to and bound by Section 7.10 of the Airline Use and Lease Agreement.

6.05 Payments. Payments of Landing Fees, Terminal Building Charges, Aircraft Apron Fees, Equipment Charges, Passenger Screening Charges, Per Turn Terminal Fees, and other rentals, fees and charges due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Signatory Airline shall be made to the Authority by the Signatory Airline on behalf of the Affiliate; provided, however that the Affiliate shall report and pay directly to the Authority all PFCs collected by the Affiliate for enplaning passengers at the Airport, and shall be subject to and bound by Section 7.12 of the Airline Use and Lease Agreement.

6.06 Provision Inapplicable to Affiliate. Section 7.8 of the Airline Use and Lease Agreement shall not apply to the Affiliate.

## ARTICLE 7 – CHANGES IN RATES FOR RENTALS, FEES AND CHARGES

7.01 Annual Rate Changes. The Landing Fees, Terminal Rentals and other rentals, fees and charges due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Signatory Airline shall be adjusted as provided in Sections 8.1, 8.2, 8.4A, 8.4B and 8.4E of the Airline Use and Lease Agreement.

7.02 Provisions Inapplicable to Affiliate. Sections 8.3, 8.4C, 8.4D and 8.5 of the Airline Use and Lease Agreement shall not apply to the Affiliate; provided, however, that payments by the Affiliate or the Signatory Airline on account of the Affiliate's activity as an Affiliate of the Signatory Airline shall be treated as payments by the Signatory Airline for purposes of said Sections 8.4C and 8.4D, as provided in Section 10.3B of the Airline Use and Lease Agreement.

## ARTICLE 8 – AIRLINE DISAPPROVALS; IMPROVEMENTS

Article 9 of the Airline Use and Lease Agreement shall not apply to the Affiliate; provided, however, that for purposes of Section 9.3 thereof, payments by and activity of the Affiliate at the Airport as an Affiliate of the Signatory Airline shall be subject to Section 10.3C of the Airline Use and Lease Agreement.

## ARTICLE 9 – AFFILIATE PRIVILEGES AND OBLIGATIONS

The Affiliate shall comply with and remain subject to Article 10 of the Airline Use and Lease Agreement, including but not limited to the requirements to report and pay to the Authority all PFCs that the Affiliate collects for enplaning passengers at the Airport, and to remain, with the Signatory Airline, jointly and severally liable to the Authority for payment of all Landing Fees, Terminal Rentals and other charges (including PFCs) and for submission of all activity reports that are due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Signatory Airline, which obligations are described in Article 6 of this Agreement.

## ARTICLE 10 – DAMAGE OR DESTRUCTION

Article 11 of the Airline Use and Lease Agreement shall not apply to the Affiliate.

## ARTICLE 11 – INDEMNIFICATION AND INSURANCE

11.01 Indemnification Obligations. The Affiliate shall be subject to and bound by Sections 12.1A, 12.1C and 12.1D of the Airline Use and Lease Agreement. Section 12.1B of the Airline Use and Lease Agreement shall not apply to the Affiliate.

11.02 Insurance Obligations. The Affiliate shall be subject to and bound by Sections 12.2 and 12.3 of the Airline Use and Lease Agreement.

## ARTICLE 12 – ENVIRONMENTAL STANDARDS

12.01 Environmental Compliance. The Affiliate shall be subject to and bound by Sections 13.1 through 13.7 of the Airline Use and Lease Agreement.

12.02 Environmental Indemnity. The Affiliate shall be subject to and bound by the same obligation to indemnify the Authority as provided in Section 13.7 of the Airline Use and Lease Agreement.

## ARTICLE 13 – TERMINATION

13.01 Default. The occurrence of any event described in Section 14.1 of the Airline Use and Lease Agreement involving the Signatory Airline or the Affiliate shall be considered an event of default by the Affiliate.

13.02 Remedies. If the Affiliate shall be in default under this Agreement, the Authority shall have the right to terminate this Agreement under Section 14.3A of the Airline Use and Lease Agreement. The Authority shall also have the rights and remedies specified in Sections 14.3F, 14.3G and 14.4 of the Airline Use and Lease Agreement. Sections 14.3B through 14.3E and Article 15 of the Airline Use and Lease Agreement shall not apply to the Affiliate.

13.03 Continuing Responsibilities. The Affiliate shall be subject to and bound by Section 14.2 of the Airline Use and Lease Agreement.

ARTICLE 14 – SURRENDER OF AIRLINE PREMISES

Article 16 of the Airline Use and Lease Agreement shall not apply to the Affiliate.

ARTICLE 15 – ASSIGNMENT, SUBLETTING AND HANDLING AGREEMENTS

15.01 Assignment and Subletting. Section 17.1 of the Airline Use and Lease Agreement shall not apply to the Affiliate. The Affiliate shall have no right to assign or transfer this Agreement or sublet the whole or any portion of the Airline Premises leased to the Signatory Airline.

15.02 Handling Agreements. The Affiliate shall be subject to and bound by Section 17.2 of the Airline Use and Lease Agreement.

ARTICLE 16 – NO LEASE

This Agreement does not constitute a lease between the Affiliate and the Authority with respect to any Airline Premises, facilities, services, equipment, or otherwise at the Airport.

ARTICLE 17 – ACCOMMODATION AND REASSIGNMENT

17.01 Provisions Applicable to Affiliate. The Affiliate shall be subject to and bound by the following provisions of the Airline Use and Lease Agreement: Sections 18.1, Sections 18.2A through 18.2D, Section 18.3B, and Section 18.5; provided, however, that for purposes of said Section 18.5, activity of the Affiliate at the Airport as an Affiliate of the Signatory Airline shall be treated as activity of the Signatory Airline in accordance with Section 10.3D of the Airline Use and Lease Agreement.

17.02 Provisions Inapplicable to Affiliate. The following provisions of the Airline Use and Lease Agreement shall not apply to the Affiliate: Sections 18.1E, 18.3A, 18.3C, 18.3D and 18.4.

#### ARTICLE 18 – GOVERNMENT INCLUSION

The Affiliate shall be subject to and bound by Article 19 of the Airline Use and Lease Agreement.

#### ARTICLE 19 – GENERAL PROVISIONS

19.01 Applicable Provisions. The Affiliate shall be subject to and bound by the following provisions of the Airline Use and Lease Agreement: Sections 20.1, 20.2, 20.3, 20.4, 20.6, 20.7, 20.8, 20.10, 20.11, 20.12 (first sentence), 20.13, 20.14, 20.15, 20.16, 20.17, 20.18, 20.19, 20.20, 20.21, 20.22, 20.23, 20.24, 20.27, 20.28, 20.29 and 20.30.

19.02 Inapplicable Provisions. The following provisions of the Airline Use and Lease Agreement shall not apply to the Affiliate: Sections 20.5, 20.9, 20.12 (second sentence), 20.25 and 20.26.

#### ARTICLE 20 – NOTICES

Except as specifically provided elsewhere in this Agreement, all notices, requests, consents and approvals served or given under this Agreement shall be served or given in writing by certified or registered mail or by a recognized national overnight express mail delivery service. If intended for the Authority, notices, requests, consents and approvals shall be delivered to Chief Executive Officer, Albany County Airport Authority, Albany International Airport, Administration Building, Suite 200, Albany, New York 12211-1057, or to such other address as may be designated by the Authority by written notice to the Affiliate. Notices requests, consents and approvals to the

Affiliate shall be delivered to: \_\_\_\_\_, or to such other address as may be designated by the Affiliate by written notice to the Authority.

All notices, requests, consents and approvals sent by certified or registered mail shall be deemed to have been given on the third business day following the date of mailing, if properly mailed and addressed. All notices, requests, consents and approvals sent by overnight express mail delivery shall be deemed to have been given when received at the address listed in this Article 20, or to such other address as may have been designated by written notice in accordance with this Article 20.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

WITNESS:

ALBANY COUNTY AIRPORT AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Approved as to Form and Legality  
Authority Attorney

WITNESS:

[AFFILIATE]

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A to Affiliate Operating Agreement  
**DESIGNATION OF AFFILIATE**

[AIRLINE] (the "Airline"), a Signatory Airline under the Airline Use and Lease Agreement (the "Airline Use and Lease Agreement") with the Albany County Airport Authority (the "Authority"), effective as of \_\_\_\_\_, hereby designates [AFFILIATE] (the "Affiliate") as its Affiliate at Albany International Airport (the "Airport") in accordance with and subject to Article 10 of the Airline Use and Lease Agreement.

1. This designation is effective as of \_\_\_\_\_, 20\_\_.
2. (a) Airline hereby represents to the Authority that the Affiliate [check at least one]:
  - is a parent or subsidiary of the Airline, or under the same parental control as the Airline, or
  - shares an IATA flight designator code with the Airline at the Airport, or
  - otherwise operates under essentially the same trade name as the Airline at the Airport and uses essentially the same livery as the Airline (except in the case of a maintenance spare substitute).

(b) No major airline, as such term is defined by the FAA, shall be classified as an Affiliate of another major airline unless either the first clause or third clause set forth in Paragraph 2(a), above, defines the relationship between such major airlines. Airline hereby represents to the Authority as follows: Is the Affiliate a major airline, as such term is defined by the FAA? \_\_\_\_\_. If so, does either the first clause or third clause of Paragraph 2(a), above, define the relationship between Airline and Affiliate? \_\_\_\_\_
3. The Affiliate has executed and delivered to the Authority an Affiliate Operating Agreement as required by Section 10.2A of the Airline Use and Lease Agreement.
4. The Airline hereby confirms and agrees that the Airline will pay to the Authority all Landing Fees, Terminal Rentals and other charges due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Airline, and will submit to the Authority the activity reports required by Sections 7.9A and 7.9B of the Airline Use and Lease Agreement and due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Airline.
5. The Airline confirms and agrees that it shall remain, with the Affiliate, jointly and severally liable to the Authority for the payment of all Landing Fees, Terminal Rentals and other charges (including PFCs) and the submission of all activity reports due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Airline.

[AIRLINE]

By: \_\_\_\_\_, Airline's authorized representative  
Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit B to Affiliate Operating Agreement  
**NOTICE OF TERMINATION OF AFFILIATE STATUS**

[AIRLINE] (the "Airline"), a Signatory Airline under the Airline Use and Lease Agreement (the "Airline Use and Lease Agreement") with the Albany County Airport Authority (the "Authority"), effective as of \_\_\_\_\_, hereby notifies the Authority that the Airline is terminating its designation of [AFFILIATE] (the "Affiliate") as its Affiliate at Albany International Airport in accordance with and subject to Section 10.4 of the Airline Use and Lease Agreement.

This termination of the Affiliate's status as an Affiliate of the Airline is effective as of [DATE, NOT LESS THAN 30 DAYS FROM THE DATE OF THIS NOTICE].

[AIRLINE]

By: \_\_\_\_\_, Airline's authorized representative  
Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT I

### FORM OF NON-SIGNATORY OPERATING AGREEMENT

This agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the ALBANY COUNTY AIRPORT AUTHORITY, a body politic and corporate (the “AUTHORITY”) and [AIRLINE], a corporation organized and existing under the laws of the \_\_\_\_\_, and authorized to do business in the State of New York (the “AIRLINE”).

WHEREAS, AUTHORITY is the owner of the Albany International Airport (“Airport”); and

WHEREAS, AIRLINE wishes to operate its passenger air transportation business at, from and on the Airport.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises set forth below, AUTHORITY AND AIRLINE agree as follows:

#### **ARTICLE 1 – DEFINITIONS AND EXHIBITS**

1.1 Definitions. The following terms shall have the following meanings wherever used in this Agreement. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Airline Use and Lease Agreement.

“Affiliate” shall mean a Signatory Airline that is operating its Air Transportation Business at the Airport, or a Non-Signatory Airline that is operating its Air Transportation Business at the Airport under a Non-Signatory Operating Agreement with AUTHORITY, and that (in either case) is (i) a parent or subsidiary of AIRLINE or under the same parental control as AIRLINE, or (ii) shares an International Air Transport Association (IATA) flight designation code with AIRLINE at the Airport (Code-Sharing Partner), or (iii) otherwise operates under essentially the same trade name as AIRLINE at the Airport and uses essentially the same livery as AIRLINE (except in the case of a maintenance spare substitute); provided that no major airline, as such term is defined by the Federal Aviation Administration, shall be classified as an Affiliate of another major airline, unless either clause (i) or (iii) above defines the relationship between such airlines at the Airport. AIRLINE shall provide AUTHORITY with advance written notice prior to designating a new Affiliate. Such designation is subject to AUTHORITY approval, which shall not be unreasonably withheld, delayed or conditioned. AIRLINE shall provide AUTHORITY with advance written notice prior to the cancellation of any designation of an Affiliate before the cancellation of such designation.

“Agreement” shall mean this Non-Signatory Airline Operating Agreement executed between AUTHORITY and AIRLINE, as the same may be amended or supplemented from time to time pursuant to the terms hereof.

“Air Transportation Business” shall mean that business operated by AIRLINE at the Airport for the commercial transportation by air of persons, property, mail, or cargo.

“Air Transportation Company” shall mean a company engaged in the business of scheduled or nonscheduled commercial transportation by air of persons, property, mail, or cargo.

“Aircraft Aprons” shall mean those parts of the Ramp Area adjacent to the Terminal that are used for the parking of aircraft and support vehicles, and the loading and unloading of aircraft.

“Airfield” shall mean the Landing Area and Ramp Area, and other facilities supporting the activity of military, general aviation, and commercial aircraft.

“AIRLINE” shall mean the Air Transportation Company executing this Agreement.

“Airline Premises” shall mean those areas assigned to a Signatory Airline on a Preferential Use or Joint Use basis, as shown on Exhibits “B” and “C” of the Airline Use and Lease Agreement.

“Airline Use and Lease Agreement” shall mean the Airline Use and Lease Agreement executed between AUTHORITY and each Signatory Airline operating at the Airport, as the same may be amended or supplemented from time to time pursuant to the terms of said Airline Use and Lease Agreement.

“Airport” shall mean the Albany International Airport owned by the County of Albany, New York, and operated by AUTHORITY, as the same may exist from time to time and which, as of the date hereof, is shown on Exhibit “A” of the Airline Use and Lease Agreement, including all real property and easements, improvements and appurtenances thereto, structures, buildings, fixtures, machinery, equipment, vehicles, supplies and other tangible personal property, or interest in any of the foregoing, now or hereafter leased or acquired by AUTHORITY. Airport shall also include any additional airports or facilities leased, acquired, or operated by AUTHORITY that are part of the Albany International Airport, including land acquired for noise compatibility purposes, subject to the MII provisions of Article 9 of the Airline Use and Lease Agreement.

“Airport Lease” shall mean the Airport Lease Agreement between AUTHORITY and the County of Albany, New York dated December 5, 1995 and effective May 16, 1996, as may be amended from time to time.

“AUTHORITY” shall mean the Albany County Airport Authority, a body politic and corporate constituting a public benefit corporation, and shall include such person or persons as may from time to time be authorized in writing by the AUTHORITY to act for the AUTHORITY with respect to all matters pertaining to this Agreement.

“Chargeable Landings” shall mean those aircraft landings for which landing fees shall be due and payable by AIRLINE, as set forth in Section 4.1 of this Agreement. Such landings by AIRLINE shall include all Revenue Landings during any period.

“Chief Executive Officer” or “CEO” shall mean the Chief Executive Officer of the AUTHORITY, and shall also include such person or persons as may from time to time be authorized in writing by AUTHORITY or by the CEO or applicable law to act for the CEO with respect to any or all matters pertaining to this Agreement.

“Contract Security” shall mean that requirement established in Section 4.9 of this Agreement.

“DHS” shall mean the Department of Homeland Security, and its authorized successors.

“Effective Date” shall mean the date recited on page 1 of this Agreement.

“Enplaned Passenger” shall mean all local boarding, interline transfer, and intraline transfer passengers at the Airport, other than AIRLINE’s employees or AIRLINE’s retirees traveling on AIRLINE passes. The total number of AIRLINE’s Enplaned Passengers shall include all local boarding, interline transfer, and intraline transfer passengers boarded by AIRLINE or by any Air Transportation Company ground-handled or otherwise accommodated by AIRLINE.

“Environmental Law” means all applicable federal, state and local laws including, but not limited to, statutes, regulations, ordinances, codes, rules, permits issued to AUTHORITY, other governmental restrictions and requirements relating to the environment or Hazardous Materials, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Re-authorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of the New York Department of Environmental Conservation.

“Event of Default” shall mean the occurrence of any one or more of the events described in Section 11.1 of this Agreement that shall constitute a breach of, and shall entitle AUTHORITY to exercise its remedies under, this Agreement.

“FAA” shall mean the Federal Aviation Administration, or its authorized successor(s).

“Fiscal Year” shall mean the annual accounting period of AUTHORITY for its general accounting purposes which, at the time of entering into this Agreement, is the period of twelve consecutive months, ending with the last day of December of any year.

“Gate” shall mean a gate position including the associated Ramp Area, holdroom and loading bridge(s) as shown on Exhibit “B” of the Airline Use and Lease Agreement. The Ramp Area shall be sufficient to encompass all equipment staging and access associated with operating the Gate including, without limitation, the ticket lift station and passenger check-in counter in the holdroom, the loading bridge, and all ground handling equipment.

“Hazardous Materials” means any substance, chemical compound, product, solid, gas, liquid, waste, by-product, pollutant, contaminant or material which is classified or regulated as “hazardous” or “toxic” pursuant to any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls, per- and polyfluoroalkyl substances, and petroleum (including crude oil or any fraction thereof).

“Landing Area” shall mean those portions of the Airport provided for the landing, taking off and taxiing of aircraft, including without limitation, approach and turning zones, avigation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith.

“Low Volume Air Carrier” shall mean a Non-Signatory Airline with seven or fewer scheduled revenue flights departing from the Airport with an aggregate of no more than 800 departing passenger seats each calendar week.

“Majority-in-Interest” or “MII” for the Airfield shall mean such group of Signatory Airlines and Signatory Cargo Carriers representing greater than fifty percent (50%) in number of all Signatory Airlines and Signatory Cargo Carriers, accounting for not less than fifty percent (50%) of Maximum Gross Landed Weight of all Signatory Airlines and Signatory Cargo Carriers for the most recent six (6) month period for which such statistics are available. MII for the Terminal shall mean such group of Signatory Airlines (i) representing greater than fifty percent (50%) in number of all such Signatory Airlines accounting for not less than fifty percent (50%) of the total Signatory Airline Terminal rentals for the most recent six (6) month period for which such statistics are available.

“Maximum Gross Landed Weight” shall mean the maximum gross certificated landed weight in one thousand pound units, as certified by the aircraft’s manufacturer and stated in AIRLINE’s flight operations manual, at which each aircraft operated at the Airport by AIRLINE is certificated by the FAA to land at the Airport.

“Non-Revenue Landing” shall mean any aircraft landing by AIRLINE at the Airport for a flight for which AIRLINE receives no revenue. Such Non-Revenue Landings shall include irregular and occasional test, courtesy, inspection, training, ferry, or emergency flights, including any flight that, after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution, test, courtesy, inspection or training landings. Non-Revenue Landings shall also include any landing of an aircraft by AIRLINE that is diverted to or is otherwise making an unscheduled landing at the Airport, provided that no passengers are deplaned from such aircraft during such landing.

“Non-Signatory Airline” shall mean any Air Transportation Company that has not entered into an Airline Use and Lease Agreement with AUTHORITY.

“Non-Signatory Operating Agreement” shall mean the agreement, executed by AUTHORITY and any Non-Signatory Airline pertaining to such airline’s operations and use of certain facilities at the Airport, substantially similar to this Agreement.

“Passenger Facility Charges” or “PFCs” shall mean those federally-approved charges or passenger facility fees, as authorized by 49 U.S.C. § 40117 and regulated by 14 CFR Part 158, as such statute and regulation currently exist or as they may be amended from time to time during the Term of this Agreement.

“Preferential Use Premises” shall mean those portions of the Terminal, Ramp Area, including overnight parking position, and Gates assigned to each Signatory Airline, as shown on Exhibits “B” and “C” of each Signatory Airline’s Airline Use and Lease Agreement, to which such Signatory Airline shall have priority over all other users, subject to the provisions of Article 18 of said Airline Use and Lease Agreement.

“Ramp Area” shall mean the aircraft parking and maneuvering areas adjacent to the Terminal, and shall include within its boundaries all Aircraft Aprons, including those areas assigned for use as remain overnight parking positions.

“Release” when used in connection with Hazardous Materials, shall include any actual spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property or the environment, and includes any threat of Release to the extent regulated under Environmental Laws.

“Requesting Airline” shall mean a Scheduled Air Carrier requesting accommodation as described in Article 5 of this Agreement.

“Resolution” shall mean any ordinance, resolution, indenture, or other instrument of the AUTHORITY or County of Albany, New York, authorizing the issuance of and providing security for Bonds, Subordinated Indebtedness, or Other Indebtedness (as such terms are defined in the Airline Use and Lease Agreement), as such may be supplemented or amended from time to time.

“Revenue Landing” shall mean any aircraft landing by AIRLINE at the Airport for which AIRLINE receives revenue, including, without limitation, any landing of an aircraft by AIRLINE which is diverted to or is otherwise making an unscheduled landing at the Airport, provided that the passengers on board such aircraft are deplaned during such landing. A Revenue Landing shall not include any landing of an aircraft which is a Non-Revenue Landing.

“Revenues” shall mean income accrued or paid by the AUTHORITY in accordance with generally accepted accounting practices, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof, or the leasing or use thereof, all as further defined in any Resolution(s) or other financing document(s) of the County or AUTHORITY. For purposes of this Agreement, Revenues shall not include PFCs.

“Scheduled Air Carrier” shall mean any Air Transportation Company performing or desiring to perform, pursuant to published schedules, commercial passenger air transportation services over specified routes to and from the Airport and holding the necessary authority from the appropriate Federal or state agencies to provide such transportation.

“Scheduled Operation” shall mean a Scheduled Airline’s operation (arrival or departure) that occurs pursuant to a schedule that is published in the Official Airline Guide (OAG) or any successor publication thirty (30) days prior to the first day of the month in which AIRLINE’s schedule would take effect.

“Seat” shall mean a seat on an aircraft arriving or departing from the Airport other than those seats reserved in the flight deck or aircraft cabin for members of the flight crew.

“Signatory Airline” shall mean a Scheduled Air Carrier which has an agreement with AUTHORITY substantially similar to this Agreement; provided, however, that such Scheduled Air Carrier shall, at a minimum, lease from AUTHORITY, to the extent and when available, a Ticket Counter Bay and a Gate.

“Term” shall mean the period of time during which AIRLINE’s activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date, and, except as otherwise set forth herein, terminate on the date set forth in Article 3 of this Agreement.

“Terminal” shall mean the airline passenger terminal and concourse buildings and related facilities at the Airport, as shown on Exhibit “B” of the Airline Use and Lease Agreement.

“Ticket Counter Bay” shall mean at least one-third (1/3) of a ticket counter area, as shown on Exhibit “B” of the Airline Use and Lease Agreement, including ticket counter, AIRLINE offices and baggage make-up areas. The ticket counter area shall extend into the public area a minimum of ten (10) feet from the front of the ticket counter to a maximum of the area enclosed by the outermost stanchion used for waiting passengers or the AIRLINE’s Ticket Kiosks.

“Ticket Kiosks” shall mean all on-demand automatic electronic devices used to issue boarding passes, print receipts, and produce other related documents. The location of and amount of space occupied by Ticket Kiosks, including an allowance for queuing, shall be reasonably approved by the AUTHORITY and shall be treated as ticket counter space for rates and charges purposes.

“TSA” shall mean the Transportation Security Administration, and its authorized successors.

“Turn” shall mean the arrival and departure of an aircraft from a Gate, and may be measured in halves. The movement of an empty aircraft to or from a Gate shall not constitute half a Turn.

1.2 Exhibits. The following Exhibits are attached to and made a part of this Agreement:

**Exhibit A:** Rentals, Fees and Charges

## **ARTICLE 2– AIRPORT USE**

2.1 Right to Operate. AIRLINE shall have the non-exclusive right to conduct its Air Transportation Business at the Airport and to perform all operations and functions reasonably necessary for the conduct and operation of such business at the Airport, subject at all times to the terms of this Agreement and AUTHORITY’s exclusive control and management of the Airport. AIRLINE shall not conduct any business or commercial operation from, at, or on the Airport that is not part of an Air Transportation Business. AIRLINE shall not use the Airport, and shall not cause or permit its employees, contractors, vendors, suppliers, consultants, agents, licensees, or invitees to use the Airport for any purpose other than as specified in this Agreement or other such instrument executed by AUTHORITY and AIRLINE.

2.2 License to Use Areas of and Terminal Equipment in Airport. AUTHORITY grants to AIRLINE a non-exclusive license to use the following solely for the purposes described in Section 2.1:

(a) The Airfield, in common with other Scheduled Air Carriers, in the manner described in Section 5.1A through 5.1H, Section 5.1N, Sections 5.4A through 5.4D, and Sections 5.4F through 5.4G of the Airline Use and Lease Agreement.

(b) The Gates not preferentially-assigned to Signatory Airlines, in common with other Scheduled Air Carriers.

(c) The Ticket Counter Bays not preferentially-assigned to Signatory Airlines, in common with other Scheduled Air Carriers.

(d) Terminal equipment, passenger loading bridges and associated equipment and devices owned or acquired by AUTHORITY, in common with other Scheduled Air Carriers, which shall remain the property, and under the control of, AUTHORITY, in the manner described in Section 5.1A through 5.1H, Section 5.1N, Sections 5.4A through 5.4D, and Sections 5.4F through 5.4G of the Airline Use and Lease Agreement.

AIRLINE specifically acknowledges and agrees that AUTHORITY is permitting AIRLINE's use of the Airport areas, facilities and the Terminal equipment described in this Section 2.2 on an "as is with all faults" basis, without any representations or warranties of any kind whatsoever, express or implied, from AUTHORITY as to any matters concerning such areas and equipment, and further agrees to assume all risk of loss, damage and injury arising out of, or alleged to have arisen out of, AIRLINE's use of such areas, facilities and equipment. AIRLINE's use of such areas, facilities and equipment described in this Section 2.2 shall at all times be subject to AUTHORITY's exclusive control and management, and shall comply with all applicable laws and AUTHORITY rules and regulations, as any of the aforesaid may be amended from time to time.

2.3 Changes in Certain Areas and Facilities of and Terminal Equipment in Airport. AIRLINE acknowledges that it has no exclusive, leasehold, or priority interest in AUTHORITY's Terminal equipment or any areas or facilities in, on or at the Airport, and agrees that AUTHORITY may change the Airfield, Gates, Ticket Counter Bays, AUTHORITY's Terminal equipment, and any other areas, facilities and equipment at the Airport at any time during the Term.

### **ARTICLE 3– TERM**

This Agreement shall commence on the Effective Date, and shall continue until the earlier of (a) termination by either party upon thirty (30) days' written notice to the other party, (b) the date on which AIRLINE becomes an Affiliate or a Signatory Airline at the Airport, (c) termination by AUTHORITY in accordance with Section 11.3 or 11.4, or (d) expiration or earlier termination of the Airline Use and Lease Agreement with all Signatory Airlines (the "Term").

### **ARTICLE 4– RENTALS, FEES AND CHARGES**

4.1 Landing Fees. AIRLINE shall pay to AUTHORITY a Landing Fee for each Chargeable Landing at the Airport, calculated by AUTHORITY at a rate expressed in dollars and

cents per one thousand pounds in Maximum Gross Landed Weight of each aircraft operated by AIRLINE at the Airport. The Landing Fee as of the Effective Date is set forth in Exhibit A, and shall be adjusted by AUTHORITY during the Term in accordance with Article 8 of the Airline Use and Lease Agreement. AUTHORITY shall notify AIRLINE of the Landing Fee prior to the start of each Fiscal Year.

4.2 Terminal Rentals. AIRLINE shall pay to AUTHORITY Terminal rentals associated with AIRLINE's use of the Terminal. The Terminal rental rate as of the Effective Date is set forth in Exhibit A, and shall be adjusted by AUTHORITY during the Term in accordance with Article 8 of the Airline Use and Lease Agreement. AUTHORITY shall notify AIRLINE of all Terminal rentals prior to the start of each Fiscal Year.

4.3 Aircraft Apron Fees. AIRLINE shall pay to AUTHORITY fees for AIRLINE's use of the Aircraft Aprons. The Aircraft Apron fee as of the Effective Date is set forth in Exhibit A, and shall be adjusted by AUTHORITY during the Term in accordance with Article 8 of the Airline Use and Lease Agreement. AUTHORITY shall notify AIRLINE of all Aircraft Apron fees prior to the start of each Fiscal Year.

4.4 Equipment Charges. AIRLINE shall pay to AUTHORITY fees for AIRLINE's use of AUTHORITY's Terminal equipment, passenger loading bridges and associated equipment and devices at the Airport. Such fees and charges as of the Effective Date are set forth in Exhibit A, and shall be adjusted by AUTHORITY during the Term in accordance with Article 8 of the Airline Use and Lease Agreement. AUTHORITY shall notify AIRLINE of all equipment and passenger loading bridge and related fees prior to the start of each Fiscal Year.

4.5 Passenger Screening Charges. If DHS, TSA, FAA or another governmental agency elects to impose or levy a charge upon AUTHORITY for passenger screening activities at the Airport at any time during the Term, then AUTHORITY shall have the right to recover such passenger screening charges on a prorated basis from AIRLINE and every other Scheduled Air Carrier at the Airport.

4.6 Per Turn Terminal Fee. The Per Turn Terminal Fee shall be calculated assuming an average of three (3) turns per day per gate Airport-wide. The resulting Per Turn Terminal Fee shall be due to AUTHORITY for each Aircraft turn at the Airport by AIRLINE..

4.7 Passenger Facility Charges ("PFCs"). AUTHORITY expressly reserves the right to impose PFCs on airline passengers for the use of the Airport in accordance with 49 U.S.C. § 40117 and applicable implementing regulations adopted by the FAA, 14 CFR Part 158, as they may be amended from time to time (the "PFC Regulations"). AIRLINE shall hold in trust for AUTHORITY the net principal amount of all PFCs that are collected by AIRLINE or its agents on behalf of AUTHORITY pursuant to 49 U.S.C. § 40117 and the PFC Regulations. For the purposes of this Section 4.7, net principal amount shall mean the total principal amount of all PFCs that are collected by AIRLINE or its agents on behalf of AUTHORITY, reduced by any amount that AIRLINE is permitted to retain pursuant to 49 U.S.C. § 158.53(a) of the PFC Regulations. PFCs collected by AIRLINE shall be remitted to AUTHORITY at the address specified in Section 4.12(iv), or at such other place as AUTHORITY may, from time to time, designate in writing. Nothing in this Agreement shall be interpreted to impair AUTHORITY's right to impose or use a

PFC, or to impair AIRLINE's right to consultation under 49 U.S.C. § 40117 and the PFC Regulations.

4.8 Other Fees and Charges. AIRLINE shall pay to AUTHORITY any other fees and charges related to AIRLINE's operation at and use of the Airport that may be imposed by AUTHORITY on AIRLINE and all other Scheduled Air Carriers at the Airport. Such other fees and charges shall be adjusted by AUTHORITY during the Term in accordance with Article 8 of the Airline Use and Lease Agreement.

4.9 Security for Payment. AIRLINE shall provide AUTHORITY on the Effective Date a contract bond, irrevocable letter of credit or other similar security acceptable to AUTHORITY ("Contract Security") in an amount equal to the estimate of three (3) months' rentals, fees and charges payable by AIRLINE pursuant to this Agreement, to guarantee the faithful performance by AIRLINE of its obligations under this Agreement and the payment of all rentals, fees and charges due hereunder. AIRLINE shall be obligated to maintain such Contract Security during the Term. Such Contract Security shall be in a form and with a company reasonably acceptable to AUTHORITY. In the event that any such Contract Security shall be for a period less than the full period required by this Section, or if the Contract Security shall be cancelled, AIRLINE shall provide a renewal or replacement Contract Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. If AIRLINE shall fail to obtain or keep in force such Contract Security required under this Section 4.9, such failure shall be grounds for immediate termination of this Agreement pursuant to Article 11. AUTHORITY's rights under this Section 4.9 shall be in addition to all other rights and remedies provided to AUTHORITY under this Agreement.

4.10 No Revenue Sharing. AIRLINE acknowledges that Section 8.4C of the Airline Use and Lease Agreement (entitled "Funds Remaining") applies only to Scheduled Air Carriers that were Signatory Airlines during the immediately preceding Fiscal Year, and not to AIRLINE.

4.11 Information to be Supplied by AIRLINE.

(a) Not later than ten (10) days after the end of each month, AIRLINE shall file with AUTHORITY written reports on forms provided by AUTHORITY for activity conducted by AIRLINE during said month. AUTHORITY shall have the right to rely on said activity reports in determining rentals and charges due hereunder; provided, however, AIRLINE shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate activity reports shall be subject to interest charges as set forth in Section 4.12(ii).

(b) AIRLINE shall at all times maintain and keep books, ledgers, accounts or other records, wherein are accurately kept all entries reflecting the activity statistics to be reported pursuant to Section 4.11(i). Such records shall be retained by AIRLINE three (3) years subsequent to the activities reported therein, or such other retention period as set forth in 14 CFR Part 249.7, and made available at Albany, New York for audit and/or examination by AUTHORITY or its duly authorized representative during all normal business hours. AIRLINE shall produce such books and records at Albany, New York within thirty (30) calendar days of AUTHORITY's written notice to do so or pay all

reasonable expenses, including but not limited to transportation, food and lodging, necessary for an auditor selected by AUTHORITY to audit said books and records at a mutually agreeable alternate location. The cost of such audit, with the exception of the aforementioned expenses, shall be paid by AUTHORITY from Airport Revenues; provided, however, the total cost of said audit shall be borne by AIRLINE if AIRLINE has failed to maintain true and complete books, records, accounts, and supportive source documents substantially in accordance with this Section 4.11(ii).

#### 4.12 Payment of Rentals, Fees and Charges.

(a) Beginning on the Effective Date, AIRLINE shall promptly pay to AUTHORITY, on a monthly basis, Landing Fees, Terminal Rentals, Aircraft Apron Fees, Equipment Charges, Passenger Screening Charges, Per Turn Terminal Fees, PFCs and all other rentals, fees and charges related to AIRLINE's operation at and use of the Airport. All such rentals, fees and charges shall be calculated and invoiced by AUTHORITY in accordance with this Article 4, and shall be due as of the date of AUTHORITY's invoice. Said rentals, fees and charges shall be deemed delinquent if payment is not received by AUTHORITY within thirty (30) days of the date of AUTHORITY's invoice.

(b) AUTHORITY shall provide written notice of any and all payment delinquencies and deficiencies, which shall be subject to interest at the lower of one and one-half percent (1½%) per month, or the highest rate allowable by applicable state law. Interest shall accrue against any and all delinquent payments and deficiencies from the date due until the date that such payments are received by AUTHORITY. This provision shall not preclude AUTHORITY from canceling this Agreement for default in the payment of rentals, fees or charges, as provided for in Section 11.3 of this Agreement, or from exercising any other rights contained herein or provided by law.

(c) In the event AIRLINE fails to submit its monthly activity reports as required in Section 4.11(i), AUTHORITY shall estimate the rentals, fees and charges based upon one hundred twenty-five percent (125%) of the highest of the previous twelve (12) months' activity reported by AIRLINE (or, if less than twelve, the number of months for which AUTHORITY has such information), and issue an invoice to AIRLINE for same. If no activity data is available, AUTHORITY shall reasonably estimate such activity and invoice AIRLINE for same. AIRLINE shall be liable for any deficiencies in payments based on estimates made under this Section, and payment for said deficiencies shall be deemed due as of the date such amounts were due and payable. If such estimated payments result in an overpayment by AIRLINE, AUTHORITY shall apply such overpayment as a credit against the subsequent amounts due for such rentals, fees and charges from AIRLINE; provided, however, AIRLINE shall not be entitled to any credit for interest on payments of such estimated amounts.

(d) All payments due and payable hereunder shall be paid in lawful money of the United States of America, without set off, by check made payable to the Albany County Airport Authority, and delivered to: Albany County Airport Authority, ATTN: Accounts Receivable, Albany International Airport, Administration Building, Suite 204, Albany, New York 12211-1057. Payments under this Agreement shall be deemed made by

AIRLINE upon the date that such payments are received by AUTHORITY at the address set forth in this Section 4.12(iv).

## **ARTICLE 5– ACCOMMODATION OF AIRLINE BY SIGNATORY AIRLINE**

5.1 General. If AUTHORITY cannot accommodate AIRLINE on a Gate not preferentially assigned to a Signatory Airline, AUTHORITY may identify AIRLINE as a Requesting Airline to one or more Signatory Airlines in order that one or more Signatory Airlines can attempt to accommodate AIRLINE at their Preferential Use Gates or within their Preferential Use Airline Premises (other than Gates) in accordance with Sections 18.1 and 18.2 of the Airline Use and Lease Agreement, respectively.

5.2 Accommodation at Preferential Use Gates. If AIRLINE is accommodated at the Preferential Use Gate of a Signatory Airline, AIRLINE shall be required to pay such Signatory Airline (a) the same charges for use of the Preferential Use Gate that AIRLINE would have been required to pay AUTHORITY for use of a Gate not preferentially assigned to a Signatory Airline, plus (b) any additional charges imposed by AUTHORITY that the Signatory Airline actually incurs as a result of its accommodation of AIRLINE, plus a fifteen percent (15%) administrative fee, plus (c) the Signatory Airline's pro rata share of the amortized costs (if any) of capital improvements that the Signatory Airline makes to any of its Preferential Use Gates, with its own funds and in accordance with its Airline Use and Lease Agreement, as a direct result of accommodating AIRLINE in accordance with this Section 5.2, plus a fifteen percent (15%) administrative fee. A Signatory Airline may not demand any additional payments from AIRLINE on account of AIRLINE's use of the Preferential Use Gate.

5.3 Accommodation within Preferential Use Premises (other than Gates). If AIRLINE is accommodated within the Preferential Use Airline Premises (other than Gates) of a Signatory Airline, AIRLINE shall (in the absence of an agreement with the Signatory Airline) be required to pay such Signatory Airline (a) the same charges for use of the Preferential Use Airline Premises (other than Gates) that Airline would have been required to pay AUTHORITY for use of such space on a common use basis, plus (b) any additional AUTHORITY charges that the Signatory Airline actually incurs as a result of its accommodation of AIRLINE, plus (c) the Signatory Airline's pro rata share of the amortized costs (if any) of capital improvements that the Signatory Airline makes to any of its Preferential Use Premises (other than Gates), with its own funds and in accordance with Airline Use and Lease Agreement, as a direct result of accommodating AIRLINE in accordance with this Section 5.3, plus a fifteen percent (15%) administrative fee. A Signatory Airline may not demand any additional payments from AIRLINE on account of AIRLINE's use of the Preferential Use Airline Premises (other than Gates).

5.4 Insurance and Indemnification Requirements for Accommodation. As a condition of AIRLINE's accommodation on a Signatory Airline's Preferential Use Gate or within a Signatory Airline's Preferential Use Airline Premises (other than Gates), Airline agrees that its insurance and indemnification obligations under this Agreement shall inure to the benefit of the accommodating Signatory Airline as a third-party beneficiary for any period of accommodation, and that AIRLINE shall provide to the Signatory Airline upon its request (a) proof of insurance, for the benefit of the Signatory Airline, of the types and with the limits of coverage that AIRLINE is required to carry under this Agreement; and evidencing that the Signatory Airline has been

named an additional insured on all liability policies of AIRLINE, and (b) a deposit securing AIRLINE's payment to the Signatory Airline of the charges described in this Article 5; provided, however, that the Signatory Airline may not require a security deposit that is greater than the contract security, if any, that the Signatory Airline has given to AUTHORITY under its Airline Use and Lease Agreement.

## ARTICLE 6– INDEMNIFICATION

6.1 Subject to Section 7.6, AIRLINE shall indemnify, save, hold harmless, and defend AUTHORITY, its officials, agents and employees, and the successors and assigns of each, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property arising out of or resulting from AIRLINE's use of the Airport pursuant to this Agreement, except to the extent that such injury, death or damage is caused by the negligence or willful misconduct of AUTHORITY, its officers, employees, or agents.

6.2 The provisions of this Article 6 shall survive the expiration, termination or early cancellation of this Agreement.

6.3 Notwithstanding anything contained in this Article 6, environmental indemnification shall be governed by Section 10.6.

## ARTICLE 7– INSURANCE

7.1 Without limiting AIRLINE's obligation to indemnify AUTHORITY, as provided for in Section 6.1, AIRLINE shall procure and maintain in force at all times during the Term a customary policy or policies of insurance insuring AIRLINE against bodily injury and property damage liability, subject to policy terms and conditions, for injuries to persons (including wrongful death) and damages to property caused by AIRLINE's activities and operations at, in or on the Airport, the policy limits thereof to be in the minimums set forth herein.

(a) Airline Liability Insurance. AIRLINE shall maintain airline liability insurance.

(i) The airline liability insurance and, if necessary, commercial umbrella insurance shall be: (i) for aircraft containing over 100 seats, at a limit of not less than four hundred million dollars (\$400,000,000) for each occurrence and in the aggregate, (ii) for aircraft containing 76-100 seats, at a limit of not less than three hundred million dollars (\$300,000,000) for each occurrence and in the aggregate, (iii) for aircraft containing 51-75 seats, at a limit of not less than two hundred fifty million dollars (\$250,000,000) for each occurrence and in the aggregate, and (iv) for aircraft containing less than 20 seats, at a limit of not less than one hundred million dollars (\$100,000,000) for each occurrence and in the aggregate, except that, for all aircraft described in clauses (i) through (iv), inclusive, required coverage for personal injury to third parties, excluding passengers, shall be not less than twenty-five million dollars (\$25,000,000).

(ii) The airline liability insurance shall include, with aggregates where applicable, but not be limited to, coverage for Commercial/Comprehensive General Liability, Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Operations, Independent Contractors, Products-Completed Operations Liabilities, and Cargo Legal Liabilities.

(iii) The airline liability insurance shall include coverage for mobile or other ground vehicle equipment operated on those parts of the Airport that are not accessible to the public and are designated as restricted areas with a limit of not less than twenty-five million dollars (\$25,000,000) for each occurrence. Mobile or other ground vehicle equipment shall include, but not be limited to, baggage tugs, aircraft pushback tugs, provisioning trucks, air stair trucks, belt loaders, deicing vehicles and any other automotive equipment. Such insurance shall cover liability arising out of any mobile or other ground vehicle equipment owned or operated by AIRLINE, its employees, or any contractor servicing AIRLINE.

(iv) The airline liability insurance shall apply as primary insurance with respect to any other insurance afforded to AUTHORITY. There shall be no endorsement or modification of the policy to make it excess over other available insurance. If the policy states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to AUTHORITY and the County of Albany, New York as additional insureds.

(b) Aircraft Liability Insurance. AIRLINE shall maintain aircraft liability insurance as follows: (i) for aircraft containing over 100 seats, at a limit of not less than four hundred million dollars (\$400,000,000) for each occurrence and in the aggregate, (ii) for aircraft containing 76-100 seats, at a limit of not less than three hundred million dollars (\$300,000,000) for each occurrence and in the aggregate, (iii) for aircraft containing 51-75 seats, at a limit of not less than two hundred fifty million dollars (\$250,000,000) for each occurrence and in the aggregate, and (iv) for aircraft containing less than 20 seats, at a limit of not less than one hundred million dollars (\$100,000,000) for each occurrence and in the aggregate, and, for all aircraft described in clauses (i) through (iv), inclusive, with aggregates where applicable, for bodily injury or death, personal injury, and property damage for all owned, operated, maintained, non-owned, leased, or hired aircraft, including passenger coverage. The aircraft liability insurance may be included in the comprehensive airline liability insurance policy.

(c) Commercial Automobile Liability Insurance (non-restricted areas).

(i) AIRLINE shall maintain automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) for each accident for vehicles operated in areas other than restricted areas. Vehicles, mobile or other ground vehicle equipment operated on those parts of the Airport that are not accessible to the public and are designated as restricted areas are covered under the aviation liability insurance policy.

(ii) Such insurance shall cover liability arising out of any automobile or vehicle owned or operated by AIRLINE, its employees, or any contractor servicing AIRLINE.

(d) Workers' Compensation, Disability and Employer's Liability Insurance. AIRLINE shall maintain workers' compensation and employer's liability insurance.

(i) Workers' Compensation. Coverage shall be at statutory limits as required by the laws of the State of New York

(ii) Employer's Liability. The employer's liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

(iii) New York State Disability Coverage shall be shown on a separate certificate.

7.2 The aforesaid amounts and types of insurance shall be reviewed from time to time by AUTHORITY and may be adjusted by AUTHORITY if AUTHORITY reasonably determines such adjustments are necessary to protect Authority's interests. AIRLINE shall furnish AUTHORITY, prior to the Effective Date, a certificate or certificates of insurance as evidence that the required insurance is in force. AUTHORITY reserves the right and AIRLINE agrees to permit AUTHORITY to require a certified copy of each certificate upon request. AIRLINE agrees to allow AUTHORITY to inspect, at AIRLINE'S headquarters, any insurance policies required of AIRLINE under this Agreement upon reasonable notice to AIRLINE if reasonably necessary in AUTHORITY'S capacity as an additional insured (or if AUTHORITY was required to be an additional insured hereunder and AIRLINE failed to include AUTHORITY as an additional insured, in connection with a claim against AUTHORITY); provided, however, that an AIRLINE representative shall have the right to be present at such inspection and neither AUTHORITY nor its employees, contractors, or representatives, may take any photographs, make any copies, or otherwise reproduce, in whole or in part, any portion of the policies nor shall such persons or entities disclose the contents thereof outside of AUTHORITY unless such disclosure is required due to pursuit of a claim by or against AUTHORITY under such insurance in its capacity as an additional insured. AUTHORITY and AIRLINE understand and agree that AUTHORITY is obligated to protect trade secret data in accordance with applicable freedom of information laws and further, that AUTHORITY shall give AIRLINE reasonable opportunity to demonstrate the trade secret status of any data relating to AIRLINE'S insurance, and to procure a court order protecting the same, prior to AUTHORITY'S release of the same. AIRLINE shall name AUTHORITY and the County of Albany, New York as additional insureds on such insurance policy or policies to the extent of the AIRLINE'S obligations assumed under Section 6.1, above, subject to policy terms, conditions, limitations and exclusions; provided, however, that this requirement shall not apply to the Worker's Compensation and Employer's Liability insurance policies described in Section 7.1(d). Said policies shall be issued by insurance companies of nationally recognized financial responsibility with a Best's Guide rating of no less than A- (VII) or of internationally recognized and favorable reputation in the aviation marketplace, satisfactory to AUTHORITY. Said policies shall be in a form and content reasonably satisfactory to

AUTHORITY and shall provide for thirty (30) days advance written notice to AUTHORITY prior to the cancellation of or any adverse material change in such policies. AIRLINE's failure to provide or maintain the required insurance coverages as set forth herein shall be grounds for immediate cancellation of this Agreement, at AUTHORITY's option. AUTHORITY shall provide AIRLINE ten (10) days written notice before exercising its right of cancellation to provide an opportunity for AIRLINE to demonstrate that it has maintained the required insurance coverage.

7.3 No Representation of Coverage Adequacy. By requiring insurance herein, AUTHORITY does not represent that coverage and limits will necessarily be adequate to protect AIRLINE, and such coverage and limits shall not be deemed as a limitation on AIRLINE's liability under the indemnities granted to AUTHORITY in this Agreement.

7.4 Commercial Umbrella Liability Insurance. As indicated above, AIRLINE may use commercial umbrella liability insurance so that AIRLINE has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Agreement, provided that the coverages provided under the umbrella policy meet the requirements for the primary policies as set forth in this Agreement.

7.5 Incidents. AIRLINE shall promptly notify AUTHORITY of any accident or event which occurs at the Airport as a result of or in connection with the performance of this Agreement, which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind (an "Incident"); provided, however, that an Incident shall not be deemed to include claims for damaged or lost baggage. Additionally, AIRLINE shall send a written report of any Incident to AUTHORITY within twenty four (24) hours or as soon as possible, but no more than ten (10) days after the Incident. Initial notification of Incidents and written reports with respect to such Incidents shall be sent to the CEO.

7.6 Waiver of Subrogation. AUTHORITY and AIRLINE hereby mutually waive any and all rights of recovery against the other party arising out of damage or destruction of any property from causes included under any property insurance policies to the extent such damage or destruction is covered by the proceeds of such policies and whether or not such damage or destruction shall have been caused by the parties, their officers, employees or agents, but only to the extent that the insurance policies then in force permit such waiver. All policies of property insurance shall contain, to the extent available, this waiver of subrogation provision and the cost of such provision shall be borne by the primary insured.

## **ARTICLE 8- ASSIGNMENT AND SUBLETTING**

AIRLINE shall not assign or transfer this Agreement or any right or interest herein or hereunder without first obtaining AUTHORITY's prior written consent, which consent may be withheld in the sole discretion of AUTHORITY.

## **ARTICLE 9-MAINTENANCE**

9.1 AIRLINE's Obligations. AIRLINE shall keep all areas and facilities that Airline uses on or at the Airport clean at all times during and after its use thereof. If AIRLINE does not keep such areas and facilities properly clean, in the reasonable opinion of AUTHORITY, AIRLINE will be so advised and shall take immediate corrective action. AIRLINE shall promptly

remove from the areas and facilities that AIRLINE uses on or at the Airport all garbage, trash and refuse, and shall store and dispose of it only in the manner approved by AUTHORITY.

9.2 No Alterations; No Signs. AIRLINE shall not alter AUTHORITY's Terminal equipment, passenger loading bridges, associated equipment and devices at the Airport, or any area or facility on or at the Airport in any way whatsoever, nor erect any signs in, at or on any part of the Airport, nor permit any advertising of any nature in, at or on any part of the Airport.

## ARTICLE 10– ENVIRONMENTAL MATTERS

10.1 AIRLINE Representations, Warranties, and Covenants. AIRLINE represents, warrants, and covenants the following with respect to its use of the Airport pursuant to this Agreement:

(a) AIRLINE has obtained and throughout the Term shall regularly maintain all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport during the Term. AIRLINE shall ensure that all AIRLINE employees, contractors, subcontractors, agents, licensees, sublessees, and vendors, and any other parties under AIRLINE's direction or control that come onto the Airport in connection with AIRLINE's use or occupancy of the Airport ("AIRLINE ENTITIES") obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Laws pertaining to its and their use of and operations at the Airport.

(b) AIRLINE shall comply, and shall ensure that AIRLINE ENTITIES comply, with all applicable Environmental Laws pertaining to its and their use of, and operations at, the Airport.

(c) AIRLINE shall not conduct its operations at the Airport during the Term in such a manner so as to cause, unlawfully allow or contribute to, and shall ensure that AIRLINE ENTITIES do not conduct their operations at the Airport during the Term in such a manner so as to cause, unlawfully allow or contribute to:

(i) any Release of any Regulated Materials and Pollutants at the Airport, unless authorized by an Environmental Law;

(ii) any violation of any applicable Environmental Laws as a result, in whole or in part, of the use by or operations of AIRLINE or AIRLINE ENTITIES at the Airport;

(iii) any Release in violation of any applicable Environmental Laws which is a contributing cause of Authority exceeding any terms, conditions or effluent limits of any NPDES permit or individual storm water discharge permit issued to Authority, Multi-Sector General Permit, Municipal Separate Storm Sewer System permit, or any applicable Environmental Laws;

(iv) any Release to soil or waters at, underlying, or adjacent to the Airport in violation of any applicable Environmental Laws; or

(v) any emissions to the air in violation of any applicable Environmental Laws that results in an exceedance of an applicable emission standard at the Airport or of any terms or conditions of any of AIRLINE'S air permits.

(d) AIRLINE shall, and shall ensure that AIRLINE ENTITIES, handle, use, store, dispose of, transport, or otherwise manage, any Regulated Materials and Pollutants at the Airport during the Term in compliance with applicable Environmental Laws. Without limiting the foregoing, AIRLINE shall not conduct and shall ensure that AIRLINE ENTITIES do not conduct any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in de-icing or anti-icing at any location at the Airport except in accordance with all applicable Environmental Laws and in compliance with any de-icing policies and practices as may be adopted by AUTHORITY after consultation with AIRLINE.

(e) AIRLINE shall be, and shall ensure that AIRLINE ENTITIES are, responsible for the proper transportation and Disposal of all Hazardous Materials generated by AIRLINE or AIRLINE ENTITIES, or resulting from AIRLINE'S use, activities and operations, at the Airport during the Term, including those activities and operations conducted by AIRLINE ENTITIES.

(f) If AIRLINE or AIRLINE ENTITIES cause, unlawfully allow or contribute to a Release of a Hazardous Materials at the Airport that is in violation of any applicable Environmental Laws, AIRLINE shall report such Release to AUTHORITY and to the appropriate governmental authorities in compliance with applicable Environmental Laws. AIRLINE shall ensure that AIRLINE ENTITIES report any Release that is in violation of any applicable Environmental Laws or that is above any applicable reportable quantity, emission standard or effluent standard set forth in any applicable Environmental Laws in accordance with applicable Environmental Laws, if the operations of the AIRLINE ENTITY on behalf of AIRLINE cause, unlawfully allow or contribute to a Release of a Hazardous Materials that is in violation of any applicable Environmental Laws or that is above any reportable quantity set forth in any applicable Environmental Laws.

(g) AIRLINE acknowledges that AUTHORITY is subject to certain NPDES permits, state and federal storm water regulations, federal and state effluent limitation guidelines for operations at the Airport. AIRLINE shall conduct operations and activities at the Airport, including but not limited to de-icing, anti-icing, and construction, and shall ensure that AIRLINE ENTITIES conduct operations and activities at the Airport in compliance with applicable Environmental Laws. AIRLINE acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable NPDES storm water permits and effluent limitation guidelines under applicable Environmental Laws. AIRLINE further acknowledges that reasonable cooperation may include the preparation and submittal of a written site-specific SWPPP at the request of the AUTHORITY. AIRLINE shall not seek NPDES coverage under a separate mechanism unless so directed by AUTHORITY or if Environmental Laws require separate coverage.

AIRLINE further acknowledges that any effluent limitation guidelines in any NPDES storm water discharge permit issued to AUTHORITY and timely provided to AIRLINE are incorporated by reference into this Agreement to the extent such effluent guidelines affect AIRLINE's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport. AUTHORITY shall provide reasonable advance notice to AIRLINE of and a reasonable advance opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any proposed and final permits issued to AUTHORITY which may affect AIRLINE's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate AIRLINE's reasonable cooperation to assure AUTHORITY's compliance therewith. Airline shall be, and shall ensure that Airline Entities are, responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by Airline or Airline Entities at the Airport during the Term. Maintenance frequencies for any such structural controls shall be established by Airline in a reasonable manner in accordance with industry standards and applicable Environmental Laws to ensure effective operation of such controls and to prevent failures of such controls that could result in the Release of Regulated Materials and Pollutants in violation of any applicable Environmental Laws. Airline shall ensure that environmental records required to be kept in accordance with Environmental Laws, including any applicable Storm Water Pollution Prevention Plan (SWPPP), are maintained to the extent required by Environmental Laws and made available to Authority upon request. Structural controls to be maintained by Airline may include, but are not limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains. Airline shall remove and properly dispose of any Regulated Materials and Pollutants in said designated structural controls maintained by Airline prior to vacating any portion of the Airport, except when such equipment itself and any Regulated Materials and Pollutants contained therein are removed from the Airport.

(h) AIRLINE and each AIRLINE ENTITY shall be responsible for preparation and implementation of any Spill Prevention, Control, and Countermeasures (SPCC) Plans and/or Facility Response Plan (FRP) in accordance with 40 CFR Part 112, as applicable to the AIRLINE's or AIRLINE ENTITY'S use of the Airport.

(i) AIRLINE and AIRLINE ENTITIES shall cooperate with AUTHORITY, as reasonably requested from time to time by AUTHORITY, to ensure that AIRLINE's and AIRLINE ENTITIES' operations at, or use of, the Airport will not unreasonably interfere with AUTHORITY's implementation of AUTHORITY's Wildlife Hazard Management Plan to reduce wildlife hazards at the Airport.

(j) Any fixed tanks, pumps, chemical or Hazardous Materials containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of AIRLINE or an AIRLINE ENTITY shall remain the property of AIRLINE or the AIRLINE ENTITY, and ownership of, or responsibility for, such equipment shall not pass to AUTHORITY, except pursuant to the written agreement of AUTHORITY. No such equipment shall be installed without the written consent of AUTHORITY.

(k) If requested by AUTHORITY, AIRLINE shall, and shall cause AIRLINE ENTITIES to, reasonably cooperate with AUTHORITY in its preparation of such submittals as are required of AUTHORITY by a governmental agency pursuant to applicable Environmental Laws in connection with the AUTHORITY'S capital projects at the Airport.

(l) AIRLINE, prior to vacating or surrendering any portion of the Airport for any reason, shall:

(i) with respect to any Hazardous Materials on the Airport for which it is responsible under this Agreement, AIRLINE shall demonstrate compliance with all other provisions of this Article 13. This demonstration shall be a condition precedent to AUTHORITY return of any security deposit, if any, to AIRLINE upon termination or expiration of this Agreement;

(ii) remove any and all above-ground containers and non-permanent structural controls installed by AIRLINE or AIRLINE ENTITIES, including, but not limited to, removable filters, grates and above-ground tanks located on the Airport, unless AIRLINE and AUTHORITY agree otherwise; and

(iii) comply with applicable Environmental Laws regarding the closing or removal from service of any underground or aboveground tanks, vessels, and containers installed by AIRLINE or AIRLINE ENTITIES and located on the Airport.

#### 10.2 Information to be Provided to Authority.

(a) If AIRLINE or an AIRLINE ENTITY receives any written notice, citation, order, warning, complaint, claim or demand from a government entity regarding AIRLINE's or an AIRLINE ENTITY's use of, or operations at, the Airport during the Term that is not legally privileged, made confidential by applicable laws, or protected as trade secrets:

(i) concerning any alleged Release of a Regulated Materials and Pollutants by AIRLINE or by AIRLINE ENTITIES; or

(ii) alleging Environmental Damages attributable to AIRLINE or any AIRLINE ENTITY or alleging that AIRLINE or any AIRLINE ENTITY is, or may be, in violation of any Environmental Laws; or

(iii) asserting that AIRLINE or any AIRLINE ENTITY is liable for the cost of investigation or remediation of a Release;

AIRLINE shall promptly, but not later than five (5) business days after AIRLINE's receipt, inform AUTHORITY in writing of same, including a copy of such notice received by AIRLINE.

(b) Unless waived by AUTHORITY in writing, AIRLINE shall simultaneously provide to AUTHORITY copies of an AIRLINE or an AIRLINE ENTITY's submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

(i) AIRLINE's or AIRLINE ENTITIES' alleged failure to comply with applicable Environmental Laws at the any property at the Airport used by AIRLINE pursuant to this Agreement, or

(ii) any Release arising out of the past or present operations at or use of any property at the Airport used by AIRLINE or AIRLINE ENTITIES pursuant to this Agreement.

(c) In connection with any matter arising under Section 10.2, AIRLINE shall make available, within ten (10) business days of AIRLINE's receipt of AUTHORITY's written request, subject to document retention requirements provided by applicable laws, the relevant, non-privileged documents that AIRLINE has submitted to any governmental agency pertaining to the environmental compliance status of AIRLINE's or an AIRLINE ENTITY's operations at or use of any property at Airport used pursuant to this Agreement by AIRLINE or an AIRLINE ENTITY, including without limitation any and all relevant, non-privileged records, permits, permit applications, analytical results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, disposal, or treatment of any Hazardous Materials by AIRLINE or AIRLINE ENTITIES at the Airport used by AIRLINE or an AIRLINE ENTITY pursuant to this Agreement

(d) Within 30 days of AIRLINE's receipt of a written request from AUTHORITY, AIRLINE shall provide AUTHORITY with (a) a copy of any application filed with the previous 12-month period from the date of the request for a permit, if required, for use or storage of Hazardous Materials on the Airport from any governmental agency responsible for enforcement of applicable Environmental Laws; and (b) a copy of any permit received from such agency in response to such application; and (c) any reports made within the previous 12-month period from the date of the request by AIRLINE or AIRLINE ENTITY to any environmental agency arising out of or in connection with any Hazardous Materials or pursuant to any Environmental Laws or permits on or about property at the Airport used by AIRLINE or AIRLINE ENTITIES.

### 10.3 Airline's Environmental Response and Compliance Obligations.

(a) Without limiting any other indemnity obligations in this Agreement, if, during the Term, AIRLINE or any AIRLINE ENTITIES causes, unlawfully allows or contributes to a Release of Hazardous Materials that is in violation of any applicable Environmental Laws or that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Laws, at any portion of the Airport or adjacent waters or property, in connection with their operations at any property at the Airport used by AIRLINE pursuant to this Agreement, AIRLINE shall perform or shall cause to be performed the following:

(i) notify AUTHORITY of such Release to the extent such notification is required by and in accordance with the Rules and Regulations and applicable Environmental Laws;

(ii) report such Release to appropriate governmental agencies to the extent such reporting is required by and in accordance with applicable Environmental Laws;

(iii) promptly Respond to the Release of a Hazardous Materials, to the extent such Response action is required by applicable Environmental Laws;

(iv) promptly take all further actions required under applicable Environmental Laws to abate any threat to human health or the environment;

(v) promptly undertake any further removals, remediation, or corrective actions as are required by applicable Environmental Laws or a governmental agency exercising its authorized regulatory jurisdiction under Environmental Laws, to remedy any such Release of a Hazardous Material, and any resulting impacts; and

(vi) if applicable, and to the extent feasible, promptly obtain documentation of the approval of the closure of such Release from the governmental agency(ies) with regulatory jurisdiction as such may be issued under Environmental Laws, and provide such documentation to AUTHORITY.

(b) Any remedial or other activity undertaken by AIRLINE under this Article shall not be construed to impair AIRLINE's rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this Agreement.

(c) AIRLINE shall not be responsible under this Section 10.3 for a Release to the extent caused by another airline that AUTHORITY has compelled AIRLINE to accommodate pursuant to this Agreement.

#### 10.4 Investigation, Remediation, or Corrective Action Process.

(a) Before commencing any subsurface soil, surface water, storm water, or groundwater investigations, removals, remediation, or corrective actions that AIRLINE or an AIRLINE ENTITY are required to perform at the Airport under this Agreement, and except for immediate removal actions required by Environmental Laws, AIRLINE shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to AUTHORITY for approval in accordance with applicable Environmental Laws, which approval shall not be unreasonably withheld, delayed or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at AIRLINE's expense, and AUTHORITY shall have the right to review and inspect all such work at any time using consultants and representatives of AUTHORITY's choice, at AUTHORITY's expense. Specific cleanup levels for any environmental removals, remediation or corrective actions shall comply with applicable Environmental Laws, with

remediation standards being applied to such actions consistent with the use of the Airport for such purposes, including planned uses reasonably contemplated or anticipated by AUTHORITY. AIRLINE may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by AUTHORITY in writing, which shall not be unreasonably withheld, delayed or conditioned. AIRLINE shall, at AIRLINE's own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to AUTHORITY. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

(b) If during the Term, AUTHORITY's planned uses of any portion of the Airport for which AIRLINE has conducted investigations, removals, remediation, or corrective actions and which, pursuant to Environmental Laws, require additional investigations, removals, remediation, or corrective actions to accommodate planned uses, the costs of any such additional investigations, removals, remediation, or corrective actions necessary to make such portion of the Airport suitable for any such planned uses shall be allocated to the Airfield and recovered through Chargeable Landings reasonably contemplated or anticipated by AUTHORITY.

10.5 AUTHORITY's Rights to Ensure AIRLINE's Compliance with Environmental Response and Compliance Obligations.

(a) If, as is reasonably determined by AUTHORITY, AIRLINE or any AIRLINE ENTITIES:

(i) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release for which it is responsible under this Agreement, within the time(s) prescribed by such Environmental Laws; or

(ii) do not perform or complete reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is required under this Agreement within the time(s) prescribed by applicable Environmental Laws, or within the time reasonably necessary to enable AUTHORITY to meet its obligations under Environmental Laws,

then AUTHORITY shall first provide reasonable advance written notice to AIRLINE of AIRLINE's failure to comply with such obligations and a reasonable opportunity for AIRLINE to cure such failure to comply by AIRLINE initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not less than forty-five (45) days, except in emergency circumstances in which such advance notice is not possible, then AUTHORITY or its authorized contractor, in addition to its rights and remedies described elsewhere in this Agreement and otherwise available at law, in equity, or

otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action AUTHORITY reasonably deems necessary to meet AIRLINE's obligations under Environmental Laws, within the time required under such Environmental Laws, consistent with the requirements of this Agreement. In addition to such notice and opportunity to cure, AUTHORITY shall provide AIRLINE with its plan to perform such work for AIRLINE's review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by AUTHORITY, except in emergency circumstances where such advance notice is not possible. Such action taken by AUTHORITY consistent with the requirements of this Agreement shall be at AIRLINE's expense plus administrative expenses of the greater of Five Hundred Dollars (\$500.00) or fifteen percent (15%) of all costs incurred by AUTHORITY, including but not limited to any Environmental Damages.

(b) In the event that (1) a Release in violation of Environmental Laws which occurred prior to the Effective Date is encountered in any portion of the Airfield or Airline Premises or (2) the AUTHORITY cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release at or from the Airport requiring the completion of appropriate Response actions as provided in this Agreement, then AUTHORITY may take actions to report, repair, contain, investigate, remove, correct or remediate such Release consistent with Environmental Law, provided AUTHORITY shall provide reasonable advance written notice to all airlines serving the airport of its intention to take such actions (except in emergency circumstances in which such advance notice is not possible) as well as afford AIRLINE a reasonable opportunity to review and comment on the AUTHORITY's plan to perform such actions, which comments shall be reasonably considered by AUTHORITY, after which the costs incurred by the AUTHORITY to undertake such work shall be allocated by AUTHORITY to the Airfield and recovered through Chargeable Landings.

(c) Nothing in this Section 10.5 is intended or shall be construed so as to prevent AUTHORITY or AIRLINE from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Agreement, or by law, including without limitation AUTHORITY's right to require AIRLINE to take actions to report, repair, contain, investigate, remove, correct or remediate a Release caused by AIRLINE or seek contribution from AIRLINE or an AIRLINE ENTITY for any activities undertaken by the AUTHORITY under this Agreement to remediate a Release caused by AIRLINE or an AIRLINE ENTITY, or AIRLINE's right to challenge any request by any government authority or AUTHORITY to perform any of the actions identified in this Article under applicable Environmental Laws. Additionally, nothing in this Agreement shall relieve AIRLINE or AUTHORITY of any obligations, or operate as a waiver by AIRLINE or AUTHORITY of any respective rights, under any other agreement between AIRLINE and AUTHORITY except that AIRLINE shall have no right to recover from AUTHORITY any costs incurred by the AUTHORITY and recovered from AIRLINE through Chargeable Landings under this Article 10.

#### 10.6 Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision to the contrary, AIRLINE agrees to indemnify, defend, and hold harmless AUTHORITY, its past and present elected and appointed officials, officers, agents and employees (“Environmental Indemnitees”), from and against any and all Environmental Damages resulting from:

(i) the breach by AIRLINE of any representation or warranty made in this Article; or

(ii) the failure of AIRLINE to meet its obligations under this Article, whether caused or unlawfully allowed by AIRLINE or an AIRLINE ENTITY; or

(iii) documented loss by any Environmental Indemnitee(s) from any Environmental Damages, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release of a Hazardous Materials by AIRLINE or by an AIRLINE ENTITY or the failure of AIRLINE or any AIRLINE ENTITY to comply with applicable Environmental Laws in connection with the operations of AIRLINE or AIRLINE ENTITIES at the Airport used by AIRLINE pursuant to this Agreement, during the Term; in each case, except to the extent arising out of the sole active negligence, violation of Environmental Laws or willful misconduct of the Environmental Indemnitees or any entity or individual under the AUTHORITY’s direction or control.

(b) AUTHORITY shall provide AIRLINE with prompt notice of any such Environmental Damages to allow AIRLINE the opportunity to properly and effectively respond to or otherwise defend such Environmental Damages. AIRLINE shall, at its own cost and expense, defend all such Environmental Damages whether frivolous or not. In the event AUTHORITY undertakes any action, including, but not limited to, investigations, removals, remediation, or corrective actions with respect to any Environmental Damages in response to the failure of AIRLINE to defend such Environmental Damages as required under this Agreement, AIRLINE shall reimburse AUTHORITY, upon written demand by AUTHORITY, for all reasonable and documented costs that AUTHORITY incurs in association with such action, including but not limited to consultants’ fees, contractors’ fees, reasonable attorneys’ fees and expenses of investigation, removal, Response, remediation, or corrective action.

(c) Except to the extent arising out of the sole active negligence, violation of Environmental Laws or willful misconduct of the Environmental Indemnitees, or any entity or individual under the AUTHORITY’s direction or control, AIRLINE waives the right of contribution and subrogation against the Environmental Indemnitees in connection with Environmental Damages set forth in Section 10.6.a and 10.6.b, above.

(d) Regardless of the date of termination of this Agreement, the indemnifying party's representations, obligations and liabilities under this Article shall continue as long as the Environmental Indemnitees bears any liability or responsibility under this Article or the Environmental Laws.

(e) Any claims for environmental matters shall be subject to this Section 10.6 and shall not be subject to the general indemnity provision in Article 6 of this Agreement.

## ARTICLE 11.- DEFAULT AND TERMINATION

11.1 Events of Default. The events described below shall be deemed events of default (“Events of Default”) by AIRLINE hereunder:

(a) Upon the occurrence of any one of the following Events of Default, AUTHORITY may issue a written notice of default after providing AIRLINE the cure period noted:

(i) The conduct of any business or performance of any acts at the Airport not specifically authorized herein or by other agreements between AUTHORITY and AIRLINE, and said business or acts do not cease within ten (10) days of receipt of AUTHORITY’s written notice to cease said business or acts.

(ii) The failure to cure a default in the performance of any of the terms, covenants and conditions required herein (except for those terms, covenants and conditions set forth in Section 11.1(b)) within 10 (ten) days of receipt of written notice by AUTHORITY to do so; or if by reason of the nature of such default, the same cannot be remedied within ten (10) days following receipt by AIRLINE of written demand from AUTHORITY, and AIRLINE fails to commence the remedying of such default, or having so commenced, shall fail thereafter to continue with diligence the curing thereof; provided, however, AIRLINE’s required performance under this Section (ii) shall be conditioned by the Force Majeure provisions of Section 13.28. AIRLINE shall have the burden of proof to demonstrate (i) that the default cannot be cured within ten (10) days, (ii) that it is proceeding with diligence to cure said default, and (iii) that such default will be cured within a reasonable period of time.

(iii) The failure by AIRLINE to pay any part of the rentals, fees and charges due hereunder and the continued failure to pay said amounts in full within ten (10) days of AUTHORITY’s written notice of payments past due; provided, however, if a dispute arises between AUTHORITY and AIRLINE with respect to any obligation or alleged obligation of AIRLINE to make payments to AUTHORITY, payments under protest by AIRLINE of the amount due shall not waive any of AIRLINE’s rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then AUTHORITY shall promptly reimburse AIRLINE any amount determined as not due plus interest on such amount at the lower of one and one-half percent (1½%) or the highest rate allowable under applicable state law.

(b) Upon the occurrence of any one of the following Events of Default, AUTHORITY may immediately issue written notice of default:

(i) The failure by AIRLINE to pay any part of the rentals, fees and charges due hereunder and the continued failure to pay said amounts in full within ten (10) days of AUTHORITY's written notice of payments past due; provided, however, if a dispute arises between AUTHORITY and AIRLINE with respect to any obligation or alleged obligation of AIRLINE to make payments to AUTHORITY, payments under protest by AIRLINE of the amount due shall not waive any of AIRLINE's rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then AUTHORITY shall promptly reimburse AIRLINE any amount determined as not due plus interest on such amount at the lower of one and one-half percent (1½%) or the highest rate allowable under applicable state law.

(ii) The failure by AIRLINE to provide and keep in force, if required, the Contract Security in accordance with Section 4.9.

(iii) The failure by AIRLINE to provide and keep in force insurance coverage in accordance with Article 7.

(iv) The appointment by order of a court of competent jurisdiction of a trustee, custodian, or receiver of all or a substantial portion of AIRLINE's assets.

(v) The divestiture of AIRLINE's interest herein by operation of law, by dissolution, or by liquidation.

(vi) The insolvency of AIRLINE as determined by a court of competent jurisdiction; or if AIRLINE shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof.

(vii) The voluntary discontinuance for a period of at least thirty (30) consecutive days by AIRLINE of its operations at the Airport unless otherwise approved by AUTHORITY, in advance, in writing.

11.2 Continuing Responsibilities of AIRLINE. Notwithstanding the occurrence of any Event of Default, AIRLINE shall remain liable to AUTHORITY for all rentals, fees and charges payable hereunder and for all preceding breaches of any covenant, term or provision of this Agreement. Furthermore, unless AUTHORITY elects to cancel this Agreement, AIRLINE shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until the expiration of this Agreement.

11.3 AUTHORITY's Remedies. Upon the occurrence of any event enumerated in Section 11.1(a) or 11.1(b), AUTHORITY may cancel this Agreement, effective upon the date specified in the notice of cancellation. For events enumerated in Section 11.1(a), such date shall be not less than ten (10) days from said notice. Upon such date, AIRLINE shall have no further rights or privileges hereunder, and AIRLINE shall immediately surrender and deliver to AUTHORITY, at AIRLINE's sole cost and expense, all areas and facilities of the Airport, and all

of AUTHORITY's Terminal equipment, passenger loading bridges and associated equipment and devices that AIRLINE uses under this Agreement in the condition described in Section 11.5. AIRLINE shall remain liable to AUTHORITY for any damage to the Airport and to AUTHORITY's Terminal equipment, passenger loading bridges and associated equipment and devices at the Airport arising out of or related to AIRLINE's use, surrender or delivery of the same. AUTHORITY may remove all of AIRLINE's persons and property from the Airport upon the date specified in AUTHORITY's notice of cancellation to AIRLINE in accordance with Section 11.5. Upon any removal of AIRLINE property by AUTHORITY hereunder, AIRLINE property may be stored or stored by AUTHORITY in accordance with Section 11.5. AIRLINE shall pay to AUTHORITY all other costs incurred by AUTHORITY in the exercise of any remedy in this Article 11, including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees. AUTHORITY may exercise any other legal or equitable remedy, including but not limited to the remedies hereinafter specified.

11.4 Remedies Under Federal Bankruptcy Laws. Notwithstanding the foregoing, upon the filing by or against AIRLINE of any proceeding under Federal bankruptcy laws, if AIRLINE has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, AUTHORITY shall have the right to cancel this Agreement, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, or any successor statute, as such may be subsequently amended, supplemented, or replaced. Such cancellation shall be by written notice to AIRLINE within sixty (60) days from the date of AIRLINE's initial filing in bankruptcy court.

11.5 Surrender. Upon expiration or earlier termination of this Agreement, AIRLINE shall promptly and peaceably surrender to AUTHORITY all areas and facilities of the Airport, and all of AUTHORITY's Terminal equipment, passenger loading bridges and associated equipment and devices that AIRLINE uses under this Agreement in their condition on the Effective Date, reasonable wear and tear and damage due to structural or pre-existing defects excepted, unless caused by AIRLINE; provided, however, nothing in this Section 11.5 shall be construed to modify the obligations of the parties set forth in Article 6 or Article 10. AIRLINE shall not abandon any portion of its property at the Airport without the written consent of AUTHORITY. Any and all property not removed by AIRLINE within fifteen (15) business days following the date of termination of this Agreement shall, at the option of AUTHORITY, (i) become the property of AUTHORITY at no cost to AUTHORITY; (ii) be stored by AUTHORITY, at no cost to AUTHORITY; or (iii) be sold in a commercially reasonable manner for the account of AIRLINE at no cost to AUTHORITY. Except as may be agreed to otherwise by AUTHORITY and AIRLINE, all AUTHORITY property damaged by or as a result of the removal of AIRLINE's property shall be restored by AIRLINE to the condition existing before such damage at AIRLINE's expense.

## **ARTICLE 12– GOVERNMENT INCLUSION**

12.1 Government Agreements. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between AUTHORITY and the United States or the State of New York or any other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the

Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds. AIRLINE shall reasonably abide by the requirements of agreements entered into between AUTHORITY and the United States and shall consent to amendments and modifications of this Agreement if required by such agreements or if required as a condition of AUTHORITY's entry into such agreements. In addition, this Agreement shall be subordinate to the Airport Lease.

12.2 PFC Act and Assurances. Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall impair the authority of AUTHORITY to impose a Passenger Facility Charge or to use the Passenger Facility Charge revenue as and to the extent provided in the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117 (the "PFC Act"). AIRLINE acknowledges that AUTHORITY has given to the United States of America, acting by and through the FAA, certain assurances set forth in the PFC Act and implementing regulations at 14 C.F.R. Part 158 ("PFC Assurances"), and AIRLINE agrees that this Agreement shall be subordinate and subject to the PFC Assurances. In the event that the FAA or its successors require any modifications or changes in this Agreement as a condition precedent to the collection of PFCs or otherwise complying with the PFC Act, AIRLINE shall not withhold its consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may reasonably be required to collect PFCs or comply with the PFC Act. AUTHORITY agrees to provide AIRLINE with advance written notice of any provisions that would adversely modify material terms of this Agreement.

12.3 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

12.4 General Civil Rights Provisions. AIRLINE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If AIRLINE transfers its obligation to another, the transferee is obligated in the same manner as AIRLINE. This provision obligates Airline for the period during which the property is owned, used or possessed by AIRLINE and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

12.5 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, AIRLINE, for itself, its assignees, and successors in interest (hereinafter referred to as "AIRLINE") agrees as follows.

(a) Compliance with Regulations. AIRLINE (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

(b) Non-Discrimination. AIRLINE, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin

(including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. AIRLINE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(c) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by AIRLINE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by AIRLINE of AIRLINE's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(d) Information and Reports. AIRLINE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, AIRLINE will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of AIRLINE's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(i) Withholding payments to AIRLINE under the contract until AIRLINE complies; and/or

(ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions. AIRLINE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. AIRLINE will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if AIRLINE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, AIRLINE may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, AIRLINE may request the United States to enter into the litigation to protect the interests of the United States.

12.6 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

(a) AIRLINE, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(i) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, AIRLINE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(ii) With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, AUTHORITY will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

12.7 Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

(a) AIRLINE, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that AIRLINE will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

(b) With respect to this Agreement, in the event of breach of any of the above Non-discrimination covenants, AUTHORITY will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

12.9 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

(b) 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

(c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

(e) The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

(f) Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

(g) The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(h) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

(i) The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

12.10 Affirmative Action. AIRLINE assures that: (a) it shall undertake an affirmative action program as required by AUTHORITY, and by all federal and state laws, rules and regulations pertaining to Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123 , to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by AUTHORITY from the FAA; (b) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by AUTHORITY from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (c) it shall include the preceding statements of this Section 12.10 in AIRLINE's contracts and other applicable documents under this Agreement, and shall require that its contractors and others similarly include these statements in their subcontracts and applicable documents.

12.11 Security. AIRLINE, its officers, employees, agents, and those under its control, shall comply with security measures required of AIRLINE by the FAA, DHS, TSA or contained in any Airport master security plan approved by the FAA. If AIRLINE, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against AUTHORITY, then, in addition to the provisions of Section 11.1, AIRLINE shall be responsible and shall reimburse AUTHORITY in the full amount of any such monetary penalty or other damages. Nothing contained herein shall prohibit AIRLINE from contesting with the FAA or other appropriate governmental agency the validity or amount of such penalty.

12.12 Boarding and Deplaning Assistance.

(a) As required by 14 C.F.R. § 382.95(b), AIRLINE "must . . . provide boarding and deplaning assistance through the use of lifts or ramps at [Airport] where boarding and deplaning by level-entry loading bridges or accessible passenger lounges is not available." Consistent with the requirements of 14 C.F.R. § 382, AIRLINE shall be responsible for acquiring or making arrangement – whether directly or through its ground handlers, other airlines operating at the Airport, AUTHORITY (as set forth below in Section (B) or otherwise – for boarding and deplaning assistance devices for use with its aircraft at the Airport.

(b) Consistent with the requirements of 14 C.F.R. § 382.141, AIRLINE shall ensure that those personnel involved in providing boarding and deplaning assistance through the use of lifts, ramps or other accessibility devices are properly trained in the use and operation of the devices and appropriate boarding and deplaning assistance procedures that safeguard the safety and dignity of passengers.

(c) As explained in 66 Federal Register 22107, the use of a boarding chair to carry a passenger up or down stairs is only permitted in “abnormal circumstances (e.g., if a lift breaks down),” and “is conditioned on the passenger’s consent (except in the case of emergency evacuations).” Furthermore, pursuant to 14 C.F.R. § 382.101, AIRLINE personnel “must never use hand-carrying (i.e., directly picking up the passenger’s body in the arms of one or more carrier personnel to effect a level change the passenger needs to enter or leave the aircraft), even if the passenger consents, unless this is the only way of evacuating the individual in the event of an emergency.”

## ARTICLE 13—GENERAL PROVISIONS

13.1 Subordination to Resolution. This Agreement and all rights granted to AIRLINE hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by AUTHORITY in any Resolution, or any proceedings authorizing and providing security for other indebtedness.

13.2 Handling Agreements. In the event AIRLINE agrees to ground handle any portion of the operations of another Air Transportation Company, AIRLINE shall provide AUTHORITY advance written notice of such proposed activities, including a description of the type and extent of services to be provided. Notwithstanding the foregoing, AIRLINE shall not ground handle any Air Transportation Company that does not have in force an agreement with AUTHORITY for the operation of its Air Transportation Business at the Airport. In the event AIRLINE ground handles any Air Transportation Company that does not have in force an agreement with AUTHORITY, then AIRLINE will be responsible for so notifying AUTHORITY and for collecting the appropriate fees and charges and reporting and remitting same to AUTHORITY.

13.3 Nonwaiver. No waiver of default by either party of any of the terms, covenants, or conditions hereof to be performed, kept and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions to be performed, kept and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein, or to exercise any other right(s) available at law or in equity.

13.4 Rights Non-Exclusive. Notwithstanding anything herein contained that may be or appear to be to the contrary, the rights, privileges and licenses granted under this Agreement are “non-exclusive” and AUTHORITY reserves the right to grant similar privileges to others.

13.5 SEC Rule 15c2-12. AIRLINE, upon written request by AUTHORITY, shall provide AUTHORITY with such information as AUTHORITY may reasonably request in writing to comply with AUTHORITY’s continuing disclosure requirements under SEC Rule 15c2-12, as it may be amended from time to time; provided, however, that AIRLINE may, in lieu of providing the requested information, direct AUTHORITY to an AIRLINE or SEC website where the requested information is then currently available.

13.6 Performance. The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a

reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

13.7 Aviation Rights. AUTHORITY reserves unto itself; its successors, and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport.

13.8 Rules and Regulations.

(a) AIRLINE, its officers, employees, agents and others under its control shall observe and obey all laws, regulations and orders of the Federal, state, county and local governments which may be applicable to AIRLINE's operations at the Airport. AUTHORITY may from time to time adopt, amend or revise reasonable and non-discriminatory rules and regulations for the conduct of operations at the Airport, for reasons of safety, health, preservation of the property or for the maintenance of the good and orderly appearance of the Airport.

(b) AIRLINE, its officers, employees, agents, and others under its control (not including passengers) shall faithfully comply with and observe such rules and regulations, except as they may conflict with the terms and provisions of this Agreement, or the regulations of another governmental authority having appropriate jurisdiction. AUTHORITY shall notify AIRLINE in writing in advance of any proposed amendments or supplements to such rules and regulations that would adversely materially alter the terms of this Agreement, and shall provide AIRLINE a reasonable opportunity to comment on any such amendments or supplements.

(c) AIRLINE shall be liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire Term of this Agreement by any Federal, state, or local governmental entity or any court of law having jurisdiction over AIRLINE or AIRLINE's operations and activities.

13.9 Inspection. AIRLINE acknowledges that AUTHORITY's authorized representatives may access equipment, areas and facilities at the Airport used by AIRLINE during the Term to examine and inspect said equipment, areas and facilities for purposes necessary, incidental to, or connected with confirming AIRLINE's compliance with its obligations under this Agreement; or, in AUTHORITY's exercise of its governmental functions.

13.10 No Individual Liability. No member, officer, agent, director, or employee of AUTHORITY or AIRLINE shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

13.11 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

13.12 Capacity to Execute. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

13.13 Savings. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against AUTHORITY by reason of the preparation of this Agreement by AUTHORITY.

13.14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this Agreement.

13.15 Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

13.16 Titles. Section titles are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

13.17 Severability. In the event that any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either AUTHORITY or AIRLINE in their respective rights and obligations contained in the valid covenants, terms or provisions of this Agreement.

13.18 Amendments. This Agreement constitutes the entire agreement between the parties. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

13.19 Agreement Not to Grant More Favorable Terms. During the Term, AUTHORITY agrees not to enter into any lease, contract, or other agreement with any other Air Transportation Company conducting operations at the Airport that contains fees and charges or terms more favorable to such Air Transportation Company than the terms of, or the fees and charges payable by AIRLINE under, this Agreement, unless AUTHORITY also makes those more favorable terms available to AIRLINE. The provisions of this Section 13.19 shall in no way limit, impair, or interfere with AUTHORITY'S ability to charge or establish such fees and charges as AUTHORITY may deem applicable or necessary when entering into any lease, contract, or other agreement with any party that is not an Air Transportation Company.

13.20 No Exclusive Remedy. No remedy provided by this Agreement shall be deemed to be exclusive.

13.21 Subordination to Sponsor's Assurance Agreement. This Agreement shall be subordinate and subject to the terms of any "Sponsor's Assurance Agreement" or like agreement that has been or may be furnished to the FAA by AUTHORITY or required by law.

13.22 Exclusiveness of AIRLINE's Rights. Nothing contained in this Agreement shall be deemed to grant to AIRLINE any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) with respect to activity on the Airport.

13.23 Other Agreements. Other than as set forth herein, nothing contained in this Agreement shall be deemed or construed to nullify, restrict or modify in any manner the provisions of any other contract between AUTHORITY and AIRLINE authorizing the use of the Airport, its facilities and appurtenances.

13.24 Approvals. Unless otherwise stated, whenever this Agreement calls for approval by AUTHORITY, such approval shall be evidenced by the written approval of the CEO.

13.25 Notice. All notices, requests, consents and approvals served or given under this Agreement shall be served or given in writing by certified or registered mail or by a recognized national overnight express mail delivery service. If intended for AUTHORITY, notices, requests, consents and approvals shall be delivered to Chief Executive Officer, Albany County Airport Authority, Albany International Airport, Administration Building, Suite 200, Albany, New York 12211-1057, or to such other address as may be designated by AUTHORITY by written notice to AIRLINE. Notices, requests, consents and approvals to AIRLINE shall be delivered to: \_\_\_\_\_, or to such other address as may be designated by AIRLINE by written notice to AUTHORITY. All notices, requests, consents and approvals sent by certified or registered mail shall be deemed to have been given on the third business day following the date of mailing, if properly mailed and addressed. All notices, requests, consents and approvals sent by overnight express mail delivery shall be deemed to have been given when received at the address listed in this Section 13.25 or to such other address as may have been designated by written notice in accordance with this Section 13.25.

13.26 Agent for Service. It is expressly understood and agreed that if AIRLINE is not a resident of the State of New York, or is an association or partnership without a member or partner resident of said state, or is a foreign corporation not licensed to do business in New York, then in any such event, AIRLINE shall appoint an agent for the purpose of service of process in any court action between it and AUTHORITY arising out of or based upon this Agreement. AIRLINE shall immediately, within ten (10) days of execution of this Agreement, notify AUTHORITY, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of New York for service upon a non-resident engaging in business in the State. It is further expressly agreed, covenanted and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, AIRLINE may be served out of the State of New York by the registered mailing of such service at the address set forth in Section 13.25.

13.27 Governing Law; Waiver of Jury Trial. This Agreement shall be construed in accordance with the laws of the State of New York. The parties hereto agree the Supreme Court - State of New York, County of Albany or United States District Court - Northern District of New

York shall be the forum for any actions brought hereunder. AUTHORITY and AIRLINE hereby waive jury trial in any action, proceeding or counterclaim brought by either party against the other or any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of the AUTHORITY and AIRLINE created hereby, AIRLINE's use or occupancy of the Airport, and/or any claim for injury or damage.

13.28 Force Majeure. Except as herein provided, neither AUTHORITY nor AIRLINE shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than the payment of rentals, fees and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not-responsible or which are not within its control. Notwithstanding the foregoing, upon termination of such force majeure event, the obligations of AUTHORITY and AIRLINE shall continue as if such force majeure event had not occurred.

13.29 Entire Agreement. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by AIRLINE that AUTHORITY and AUTHORITY's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth.

13.30 Airline as an Affiliate or Signatory Airline. If AIRLINE executes and delivers to AUTHORITY an airline use and lease agreement in substantially the same form as the Airline Use and Lease Agreement, and thus becomes a Signatory Airline, or if AIRLINE executes and delivers to AUTHORITY an affiliate operating agreement in form and substance satisfactory to AUTHORITY, and thus becomes an Affiliate, this Agreement shall terminate as of the effective date of said airline use and lease agreement or affiliate operating agreement; provided, however, that unless otherwise agreed to in writing by AIRLINE and AUTHORITY, AIRLINE shall remain responsible to AUTHORITY for all payment and other obligations that survive termination of this Agreement.

13.31 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original copy of this Agreement and, when taken together, shall be deemed to be one and the same Agreement.

[The remainder of this page is left blank intentionally.]

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the Effective Date.

WITNESS:

ALBANY COUNTY AIRPORT AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Approved as to Form and Legality  
Authority Attorney

WITNESS:

[AIRLINE]

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Rentals, Fees and Charges**

## **AGENDA ITEM NO. 10.3**

**2026 insurance premiums including Aviation Liability, Automobile, Property, Workers Compensation, Public Officials, Pollution, Crime, Builders Risk, Cyber, Tanks & Tank Storage and Deadly Weapons.**  
**[Agenda Item and attachments to be posted and forwarded to the Board upon receipt from insurance broker Risk Strategies]**

## **AGENDA ITEM NO. 10.4**

*Adoption of Budget 2026 in the amount of \$71,736,246 and authorization to transfer \$168,208 from the Authority to the Albany County Airport Authority OPEB Trust.*

AGENDA ITEM NO: 10.4  
MEETING DATE: December 15, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Finance*

Contact Person: *Margaret Herrmann, Acting Chief Financial Officer*

**PURPOSE OF REQUEST:**

*Adoption of Budget 2026 in the amount of \$71,736,246 and authorization to transfer \$168,208 from the Authority to the Albany County Airport Authority OPEB Trust.*

**BACKUP MATERIALS:**

- *Attached Budget 2026 Memo to Finance Committee including:*
  - *Introduction*
  - *Changes from Preliminary Budget;*
  - *Economic Drivers;*
  - *Summary of Revenues and Expenses;*
  - *Airline Rates & Charges;*
  - *FBO Operations Summary and*
  - *Capital Projects;*
  
- *Please refer to Proposed Budget 2026 for the Year Beginning January 1, 2026*

**JUSTIFICATION:**

*On October 8, 2025, the ACAA Finance Committee met and reviewed the preliminary 2026 budget. On December 10, 2025, the ACAA Finance Committee met and approved revisions to the preliminary Budget 2026 that are incorporated therein.*

**FINANCE COMMITTEE RECOMMENDATION:**

*Recommend adoption of the 2026 Operating Budget and transfer to the OPEB Trust.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend adoption of the 2026 Operating Budget and transfer to the OPEB Trust.*



**TO:** ACAA Finance Committee  
**FROM:** Margaret Herrmann, Acting CFO  
**Date:** December 10, 2025  
**RE:** Proposed Final 2026 Operating Budget

**INTRODUCTION**

The proposed final 2026 operating budget for the year beginning January 1, 2026 ("2026 Budget") is attached.

**CHANGES FROM PRELIMINARY BUDGET**

Below is a summary of the changes from the 2026 preliminary budget that was presented in September 2025:

	2026 Preliminary	2026 Final	Difference
Total Revenues	\$ 78,350,917	\$ 79,121,652	\$ 770,735
Less Expenses	(53,234,001)	(53,282,152)	(48,151)
Less Debt Service	(6,298,528)	(6,298,528)	-
Reserve Requirements	74,045	66,020	(8,025)
Less Capital Expenditures	(6,000,000)	(6,000,000)	-
FBO Results	1,405,407	1,563,820	158,413
Funding Remaining	<u>\$ 14,297,840</u>	<u>\$ 15,170,812</u>	<u>\$ 872,972</u>

Revenue changes included the following:

- Change in projected landed weight and changes in airfield related expenses accounted for increase in airfield revenues.
- Increase in fuel farm fees increased FBO revenues by \$200,000.
- Terminal rental increased due to an increase in terminal related expenses raising the terminal rental rate.

Expense changes included the following:

- Decrease in one Authority position due to retirement.
- Adjustment to unemployment, health and dental expenses.

FBO results increased due to:

- An increase in fuel farm fees and less landing fees that were removed from the FBO calculation.

## ECONOMIC DRIVERS

There are three airport economic drivers; enplanements, airline and cargo landed weight and operations. The primary economic driver is enplanement activity, which affects parking and concession revenues, and ultimately airline revenue (landing fees, terminal and apron rents, and passenger boarding fees).

The 2026 Budget has been prepared using these assumptions:

	2025 Budget	2026 Budget	Variance incr/(decr)	Percentage incr/(decr)
Enplanements	1,504,000	1,581,000	77,000	5.1%
Total Landed Weight (1,000 lbs)	1,815,000	2,025,000	210,000	11.6%
Operations	54,000	54,400	400	0.7%
Cargo (tons)	21,300	21,450	150	0.7%

## SUMMARY OF REVENUES AND EXPENSES

Revenue and expenses are budgeted in accordance with the calculations spelled out in the Airline Use and Lease Agreement. This differs from Generally Accepted Accounting Principles (GAAP) due to certain items being excluded from the airline calculations (ie. portion of interest earnings and certain accounting entries on the income statement that are not part of the airline rates & charges settlement). Exhibit A, Budget Summary, provides a comparison of actual 2024, budget 2025, projected 2025 and budget 2026 amounts, in addition to the actual and percentage variance from the Budget 2025.

### **Airport Revenue - \$79,121,652**

Budget 2026 Revenues increased \$3,079,002 from the 2025 projection.

#### *Airfield Charges, \$12,206,158 (Does not include revenue sharing)*

Airfield charges predominantly include airline and cargo landing fees - \$9,882,000, apron fees - \$1,138,138 and revenues generated from the lease of the air traffic control tower - \$824,812.

#### *Fixed Based Operator, \$12,355,534*

FBO revenues predominantly include Jet fuel sales - \$6,167,000, AvGas fuel sales - \$462,400, into-plane and fuel farm revenues - \$1,215,000 and deicing services - \$1,603,790 and general aviation landing and ramp fees and other fees - \$1,709,344.

#### *Terminal Rentals, \$11,155,585 (Does not include revenue sharing)*

Terminal rentals predominantly include terminal rental fees for airlines - \$9,463,647, TSA - \$565,554, and other non-airline tenants. Terminal fees also include rent for Passenger Boarding Bridges - \$745,324.

#### *Ground Transportation, \$26,139,850*

Revenue derived from parking operations - \$25,731,850 and Transportation Network Carriers (UBER/Lyft) - \$408,000.

#### *Concessions, \$10,134,519*

Concessions predominantly include fees charges for rental car services - \$6,988,020, food and beverage - \$1,596,810, and retail - \$1,059,270.

#### *Other Airport, \$5,361,022*

Other airport predominantly includes lease revenue derived from land rental - \$391,994, building and hangar rentals - \$1,119,445. NYS Police hangar rental - \$1,247,083. Industrial park rentals - \$627,302.

Other Revenues, \$1,768,954

Interest income - \$1,400,554. Improvement charges - \$368,400.

**Airport Operating Expense - \$53,282,152**

Total Budget 2026 budgeted expenses increased \$1,800,229 from the 2025 projection. Airport operating expense includes all expenses that relate to the day-to-day operations of the airport and comprise; Personnel Salaries, Wages and Benefits; Utilities & Communications, Purchased Services, Materials & Supplies, Offices, Administration and Noncapital Equipment.

**Personnel Services, \$17,865,666**

Personnel Services are the staffed positions of the three entities included within the Authority's budget shown as follows. Also included is the new positions requested for 2026:

	2024 Actual	2025 Budget	2026 Budget
AvPorts	194	179	192.7
Million Air	36	38	42
Authority	23	24	20
	253	241	254.7

**AVPORTS:**

**Justification**

Budget 2025	179	
Glycol Maintenance Worker	2	Reduce overtime and employee turnover
Custodial Supervisor	1	Cover new terminal areas currently under construction
Custodial Worker	4	Cover new terminal areas currently under construction
Parking Assistant Manager	-1	Reallocate position to a supervisor
Parking Supervisor	1	Allow for 24/7 supervisor coverage
Parking Lead Parking Services	1	Provide better coverage with more parking activity
Parking Services Attendant	2	Provide better coverage with more parking activity
Parking Shuttle Operator	1	Provide better coverage with more parking activity
Parking Maintenance Supervis	1	Supervise maintenance workers
Parking Maintenance Worker	2	Cover 2 garages and more parking activity areas
Parking Seasonal	0.5	Summer seasonal help
Assistant Operations Manager	1	New Position
Operations Security Manager	-1	Eliminate position
Communications Director	-1	Reallocated to ACAA
Seasonal Intern	0.2	Summer seasonal help
<b>Budget 2026</b>	<b>192.7</b>	

**MILLION AIR:**

Budget 2025	38	
Commercial Line Service Tech	3	Cover additional airline flights and winter operations and decrease overtime
Facilities Maintenance	1	Bring back facilities janitorial worker to decrease outside service
<b>Budget 2026</b>	<b>42</b>	

**AUTHORITY**

Budget 2025	24
2025 Actual Count	22
2026 Budget Count	20

**Employee Benefits - \$8,177,373**

Social Security and Medicare - \$1,348,718, Health insurance - \$4,356,431, retirement and 401k - \$935,997, workers compensation - \$430,647.

*Utilities & Communication - \$2,832,414*

Electric - \$1,941,050, natural gas - \$306,700, water and sewer - \$354,650.

*Purchased Services - \$9,896,611*

Public safety (Albany County Sheriffs) - \$3,300,000, curbside security - \$1,395,000, janitorial - \$1,535,663, insurance - \$1,426,700 and professional management fees - \$1,051,000.

*Materials & Supplies - \$11,966,737*

Airfield - \$1,228,648, building - \$3,545,227, grounds - \$991,224, and vehicle maintenance - \$2,116,648. Also included is fixed based operator cost of sales of fuels and deicing - \$4,084,990.

*Office/Administration - \$2,775,531*

Office/Administration expenses include computer hardware & support, payroll services, office supplies, outside printer services, and office equipment rental.

*Non-Capital - \$168,000*

Non-Capital Equipment includes expenditures for equipment that is below a \$50,000 threshold or does not qualify as a capital expenditure.

**Airport Debt Service Less PFC Revenues - \$6,298,528**

Debt service - \$9,940,000, PFCs applied toward debt service – (\$3,641,472).

**Reserve Requirements – (\$66,020)**

Adjustment of the two month operating expense reserves required to be on hand.

**Capital Expenditures – \$6,000,000**

To be spent on capital expenditures out of the net revenues before revenue sharing.

**FBO Net Results – (\$1,563,820)**

See FBO Operations Summary section below

**Funds Remaining – \$15,170,812**

The net result of all of the above revenues less expenses – this is the amount to be shared 50/50 with the signatory airlines.

**AIRLINE RATES AND CHARGES**

Exhibit B provides the 2026 Airline Rates and Charges based on the budgeted Airport revenues, expenses, debt service and other charges.

The Agreement with the signatory airlines incorporates a hybrid method for calculating airline rates and charges which applies a residual rate making methodology for the airfield and a compensatory methodology for the terminal. The Agreement provides for the signatory passenger airlines to receive 50% of the Airport's net revenues, as defined in Agreement.

The 2026 Operating Budget will result in Airline Capital Contribution of \$6,000,000 and this is based upon the Airline Use Agreement. Funds remaining for Revenue Sharing between the Signatory Airlines and the Airport will be \$15,170,812 of which \$7,585,406 is credited to the Airlines, \$7,585,406 will be deposited into the Authority's development fund less \$400,000 used to fund the anticipated cost of Air Service Incentive Program costs. The 2026 operating budget provides for a debt service coverage ratio of 2.80 an increase from the budgeted ratio of 2.23 for Budget 2025.

The rates and charges shown for 2026 Operating Budget are dependent upon actual Airport activities.

## FBO OPERATIONS SUMMARY

Exhibit C provides an overview of the FBO Operations Summary. This summary shows the FBO revenues less cost of sales, direct and indirect expenses and debt service. The net results of \$1,563,820 is subtracted from the revenue sharing in the calculation so it does not affect the airline's share of their revenue sharing. Years where the FBO net results is positive the Authority does not share in the results and years when there is a loss, this solely is the Authority's responsibility.

## CAPITAL PROJECTS

Below is a summary of the changes to the capital projects expected to be completed in 2026:

Draft 2026 budget capital projects	\$ 56,329,629
Deletions:	
Intrusion Detection System	(600,000)
Update FBO Signage	(100,000)
Runway 01 MALSR	(2,800,000)
Create access along creek for maintenance at west apron	(500,000)
Digital Sign Package for Main Entry and Exit Plaza	(1,000,000)
Terminal Geothermal Design (Continuing)	(150,000)
Additions:	
Automatic Transfer Switch	1,000,000
GA Apron Reconstruction	5,271,244
Pave Perimeter Road	600,000
Terminal Apron Phase I - Design	1,000,000
Fuel Farm Fire Suppression System	1,200,000
Replace M-49, 2004 Front End Loader	400,000
Replace M-65, 2002 Dump Truck/Plow	300,000
Reseal North Garage	1,300,000
Pave Heritage Lot, Demo Laundry Facility & Provide Walk	3,000,000
Highway & Exterior Signage	2,000,000
Engineering Study - Glycol Processing Analysis	100,000
Economy Lot Red Lot Repave & Improvements	1,500,000
Final 2026 budget capital projects	<u>\$ 68,850,873</u>

Exhibit A

ALBANY COUNTY AIRPORT AUTHORITY  
OPERATING BUDGET SUMMARY  
(Before revenue sharing)

	2024 Audited	2025 Budget	2025 Projected	2026 Budget	Budget 2026 vs. Projected 2025	
					\$ of Change	% of Change
<b>REVENUES</b>						
Airfield charges	\$8,796,622	\$10,808,135	\$9,834,495	\$12,206,158	\$2,371,663	24.1%
FBO	12,580,223	12,889,430	12,386,624	12,355,534	(31,090)	-0.3%
Terminal rentals	10,961,615	11,803,609	11,597,089	11,155,585	(441,504)	-3.8%
Concessions	10,009,052	9,396,750	9,931,037	10,134,549	203,512	2.0%
Ground Transportation	18,733,652	19,713,796	25,286,311	26,139,850	853,539	3.4%
Other Airport	5,102,637	5,205,602	5,238,140	5,361,022	122,882	2.3%
Other Revenues	1,819,950	2,068,400	1,768,954	1,768,954	-	0.0%
<b>Total Revenues</b>	<b>\$68,003,751</b>	<b>\$71,885,722</b>	<b>\$76,042,650</b>	<b>\$79,121,652</b>	<b>\$3,079,002</b>	<b>4.0%</b>
<b>EXPENSES</b>						
Personal Services	\$14,895,976	\$16,479,189	\$15,860,937	\$17,865,666	\$2,004,729	12.6%
Employee Benefits	6,407,049	7,270,434	7,093,243	8,177,373	1,084,130	15.3%
Utilities & Communications	2,410,365	3,018,035	2,996,591	2,832,414	(164,177)	-5.5%
Purchased Services	10,834,528	10,890,312	10,767,685	9,896,611	(871,074)	-8.1%
Materials & Supplies	11,908,292	12,798,891	11,891,799	11,966,737	74,938	0.6%
Office/Admin	2,077,589	2,123,412	2,029,311	2,375,351	346,040	17.1%
Noncapital Equipment	544,443	1,098,000	842,357	168,000	(674,357)	-80.1%
<b>LESS:</b>						
Total Expenses	\$49,078,242	\$53,678,273	\$51,481,923	\$53,282,152	\$1,800,229	3.5%
<b>DEBT SERVICE</b>						
P&I Payments	6,291,928	6,274,775	6,274,775	6,298,528	\$23,753	0.4%
<b>CAPITAL CHARGE COVERAGE</b>						
	0	0	0	0	\$0	0.0%
<b>RESERVE REQUIREMENTS</b>						
	790,538	650,670	650,670	(66,020)	-\$716,691	-110.1%
<b>CAPITAL EXPENDITURES</b>						
	3,958,632	4,044,255	4,484,854	6,000,000	\$1,515,146	33.8%
<b>FBO NET RESULTS</b>						
	0	0	0	(1,563,820)	-\$1,563,820	-100.0%
<b>FUNDS REMAINING</b>	<b>\$7,884,411</b>	<b>\$7,237,748</b>	<b>\$13,150,428</b>	<b>\$15,170,812</b>	<b>\$2,020,384</b>	<b>15.4%</b>

**EXHIBIT B**

**Albany County Airport Authority  
2026 Budget Summary**

	<u>Audited 2024</u>	<u>Budget 2025</u>	<u>Projected 2025</u>	<u>Budget 2026</u>	<u>Projected 2025 vs. Budget 2026</u>	<u>Budget 2026 vs Budget 2025</u>
Landing Fee Rate						
Signatory	\$ 3.70	\$ 4.77	\$ 3.86	\$ 4.88	26.4%	2.3%
Non-Signatory	\$ 4.63	\$ 5.96	\$ 4.83	\$ 6.10	26.4%	2.3%
Landing Fee Surcharge						
Apron Fee Rate - Annual	\$ 1.58	\$ 1.99	\$ 1.80	\$ 2.26	25.6%	13.6%
Terminal Rental Rate - Annual						
Signatory	\$ 126.50	\$ 140.04	\$ 134.79	\$ 132.66	-1.6%	-5.3%
Non-Signatory	\$ 158.13	\$ 175.05	\$ 168.49	\$ 165.83	-1.6%	-5.3%
Tenant Rate - Annual	\$ 63.25	\$ 70.02	\$ 67.40	\$ 66.33	-1.6%	-5.3%
Loading Bridge Rate - Annual	\$ 69,775.84	\$ 64,099.08	\$ 70,302.38	\$ 46,582.75	-33.7%	-27.3%
Low Volume Carrier terminal charge p	\$ 9.01	\$ 9.87	\$ 9.27	\$ 9.00	-3.0%	-8.9%
Cost per Enplanement						
Airport CPE (after revenue sharing)	\$ 8.90	\$ 10.72	\$ 7.84	\$ 8.24	5.0%	-23.2%
FBO CPE	\$ 2.36	\$ 2.07	\$ -	\$ -	-12.0%	-5.3%
Total Cost per Enplanement	\$ 11.26	\$ 12.80	\$ 7.84	\$ 8.24	13.7%	5.4%
Debt Service Coverage	2.20	2.23	2.77	2.80	1.2%	25.7%

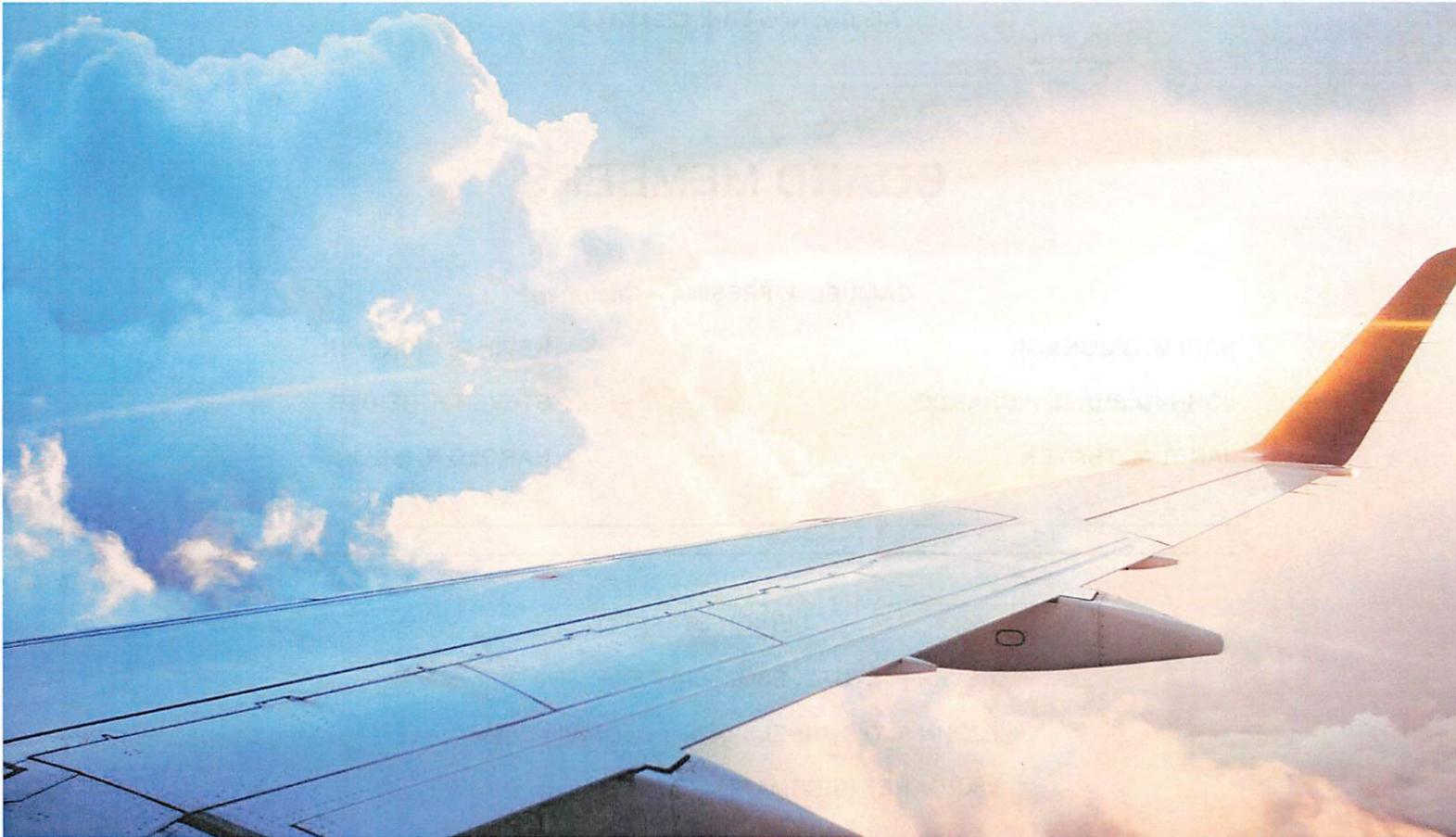
Exhibit C  
Albany County Airport Authority  
FBO Operations Summary  
Budget 2026

	Commercial Fueling 60	GA & Facilities 61	Admin 69	2026 Total
<b>Revenues</b>				
<b>Retail Fuel</b>				
Jet A Fuel Sales	\$ -	\$ 6,167,000	\$ -	\$ 6,167,000
AvGas Fuel Sales	-	462,400	-	462,400
Auto & Diesel Fuel Sales	290,000	-	-	290,000
<b>Retail Fuel Sales</b>	<b>290,000</b>	<b>6,629,400</b>	<b>-</b>	<b>6,919,400</b>
Into-Plane Fees	875,000	-	-	875,000
Fuel Farm Fees	1,230,000	-	-	1,230,000
Parking Fees	-	650,000	-	650,000
Commercial AvGas	18,000	-	-	18,000
Deicing	1,541,290	62,500	-	1,603,790
Properties	-	441,344	-	441,344
FBO Services (Catering, etc)	-	135,500	-	135,500
<b>Total Revenues</b>	<b>3,954,290</b>	<b>7,918,744</b>	<b>-</b>	<b>11,873,034</b>
<b>Cost of Sales ( )</b>				
Fuel Cost - Jet A	-	2,107,000	-	2,107,000
Fuel Volume Discounts	-	150,000	-	150,000
Fuel Cost - AvGas	-	330,400	-	330,400
Fuel Volume Discounts	-	12,000	-	12,000
Fuel Cost - Auto & Diesel	227,680	-	-	227,680
Fuel Cost	227,680	2,599,400	-	2,827,080
Fuel Cost - Avgas Commercial	13,146	-	-	13,146
Deicing Type I - Sprayed	430,956	-	-	430,956
Deicing Type IV - Sprayed	76,689	-	-	76,689
Deicing Type I - Consortium	481,642	-	-	481,642
Deicing Type IV - Consortium	128,719	-	-	128,719
Deicing Cost	1,118,006	-	-	1,118,006
Oil, & Customs Trash Removal	-	64,000	-	64,000
<b>Total Cost of Sales</b>	<b>1,358,832</b>	<b>2,663,400</b>	<b>-</b>	<b>4,022,232</b>
<b>Gross Operating Revenue</b>	<b>2,595,458</b>	<b>5,255,344</b>	<b>-</b>	<b>7,850,802</b>
<b>Expenses ( )</b>				
Personal Services	929,436	1,421,604	467,236	2,818,276
Employee Benefits	285,076	379,731	195,709	860,516
Utilities & Communications	24,100	89,700	3,000	116,800
Purchased Services	138,592	192,000	482,000	812,592
Material & Supplies	939,010	374,492	-	1,313,502
Administration	5,100	258,425	161,794	425,319
Non-Capital Equipment	40,000	110,000	-	150,000
<b>Total Expenses</b>	<b>2,361,314</b>	<b>2,825,952</b>	<b>1,309,739</b>	<b>6,497,005</b>
<b>FBO Net Direct Revenue</b>	<b>\$ 234,144</b>	<b>\$ 2,429,392</b>	<b>\$ (1,309,739)</b>	<b>\$ 1,353,797</b>
<b>Allocation of Indirect Cost Centers</b>				
ARFF	\$ -	\$ -	\$ -	\$ -
Operations	116,111	116,111	-	232,221
Security	-	-	-	-
Vehicles & Equipment	494,342	494,342	-	988,685
AvPorts Administration	99,881	159,810	-	259,691
FBO Administration	523,896	785,843	(1,309,739)	-
ACAA Administration	340,931	568,218	-	909,149
<b>Total Allocation</b>	<b>1,575,160</b>	<b>2,124,324</b>	<b>(1,309,739)</b>	<b>2,389,745</b>
<b>FBO Share of Debt Service</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>527,871</b>
<b>FBO Net Results inc Indirect Expenses</b>	<b>\$ (1,341,016)</b>	<b>\$ 305,068</b>	<b>\$ -</b>	<b>\$ (1,563,820)</b>



# ALBANY COUNTY AIRPORT AUTHORITY

Proposed 2026 Operating Budget  
**To Be** Adopted December 15, 2025



## **New York's Tech Valley Airport**

A component unit of the County of Albany,  
located in the Town of Colonie, New York

[albanyairport.com](http://albanyairport.com)



## ALBANY COUNTY AIRPORT AUTHORITY

Albany, New York 12211-1057

### BOARD MEMBERS

SAMUEL A. FRESINA – Chairman

SARI M. O'CONNOR

KEVIN R. HICKS, SR.

JOHN-RAPHAEL PICHARDO

STEVEN H. HEIDER

JANET M. THAYER

HAROLD N. ISELIN

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#### SENIOR STAFF

PETER F. STUTO, ESQ. - Chief Executive Officer

JOHN A. O'DONNELL - Chief Operating Officer

MARGARET HERRMANN - Chief Financial Officer

CHRISTINE C. QUINN, ESQ. - Chief Counsel

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December 15, 2025

**TO THE MEMBERS OF THE AUTHORITY:**

The Finance Department herein presents Albany International Airport's (ALB) proposed operating budget for calendar year 2026. This represents the 31th annual budget prepared by the Authority since it assumed management and financial responsibility for the airport budget in 1994. The budget has been prepared on an accrual basis with certain exceptions and includes all current operations under the responsibility of the Authority. This budget incorporates the operations of two companies that operate under cost reimbursement agreements with the Authority. AvPorts ALB LLC (d/b/a AvPorts) is responsible for the daily operations of the Airport and REW Investments, Inc., (d/b/a Million Air-Albany) is responsible for the daily operations of the Fixed Base Operation (FBO).

**AIR TRADE AREA SERVED BY ALBANY INTERNATIONAL AIRPORT**

The Authority defines the primary air trade area for the Airport within a 60 to 70 mile radius of the Airport. This area encompasses a total of 13 counties, including the Albany-Schenectady-Troy Metropolitan Statistical Area (MSA), with the New York counties of Albany (the county in which the Airport is located), Saratoga, Schenectady, Schoharie, and Rensselaer; the Glens Falls MSA, with the New York counties of Warren and Washington; the additional New York counties of Columbia, Fulton, Greene, Montgomery, and; Berkshire County, Massachusetts; and Bennington County, Vermont. The Airport is the sole provider of commercial service in the air trade area. The Airport serves the City of Albany which is the capital of the State of New York plus the major neighboring cities of Rensselaer, Saratoga Springs, Schenectady and Troy.

The Airport's primary air trade area population was estimated in 2024 to be approximately 1.4 million. The per capita personal income in 2023 of the Albany-Schenectady-Troy CSA was \$71,792 compared to a national average of \$69,956. The unemployment rate in the Albany-Schenectady-Troy MSA has been consistently more favorable than the state and national average. The area includes over 17 employers with more than 1,000 employees. The area includes 19 colleges and universities, 16 general-care hospitals and offers a rich variety of cultural, recreational, educational resources, and activities.

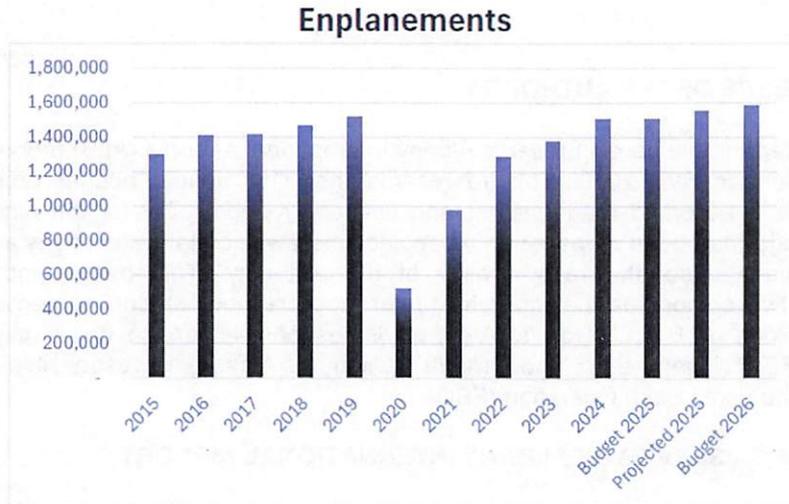
**STATUS OF ALBANY INTERNATIONAL AIRPORT (ALB)**

The Federal Aviation Administration ("FAA") defines ALB as a small air traffic hub, which is an airport with enplaned passengers of 0.05 percent to 0.249% of the total enplaned passengers by all U.S. air carriers nationwide. In 2024, Albany's share of total enplanements was 0.15% based upon FAA data. Albany ranked 87th in total enplanements 2024 and 103rd in total cargo landed weight.

As of November 2026, ALB has scheduled passenger airline services provided by American Airlines, Avelo Airlines, Breeze Airways, Delta Airlines, JetBlue, Southwest, United Airlines and their express carries. Breeze began service in June 2025. As of November 2025, two all-cargo carriers provide regular scheduled cargo service: FedEx and United Parcel Service.

## ACTIVITY PROJECTIONS FOR 2026

In 2024 airline seat capacity at Albany was up 7.3% over 2023 and for the first ten months of 2025, seats capacity was 9.0% greater than the same period in 2024. Enplanements for 2025 are expected to be above pre-pandemic levels and are expected to increase 2% for 2026. The following table provides enplanement levels for the last 10 years as well as budget 2025, projected 2025 and budget 2026:



The Authority is aggressively seeking expanded service from current and other carriers by offering attractive facilities in excellent condition combined with strong average airfares and passenger demand. In 2025 the Authority continued to promote its airport incentive program that includes airport fee waivers for qualifying air service expansion, promotional marketing funds and assistance for qualifying new service. The Airport provided incentives to airlines in the amount of \$755,941 in 2024 and is projected at \$650,000 in 2025. The cost of incentives to airlines is reflected in the budget as a reduction in the allocation of the Airport share of net revenues.

## AIRLINE USE AND LEASE AGREEMENT

The Authority and the airlines negotiated a five-year Use and Lease Agreement that became effective January 1, 2016 with an option for a five-year renewal expiring on December 31, 2025. This agreement establishes how the airlines that elect to sign the agreement will be assessed annual rates and charges for their use of the Airport. Under the current agreement, airlines that sign the agreement share the net revenues of the Airport based upon a 50/50 split of net funds Remaining as calculated under the agreement. Allegiant, American, Delta, JetBlue, Southwest and United and two all-cargo carriers serving the Airport executed the current Signatory Agreement with the Airport. Because substantially all airlines renting space in the terminal have signed the signatory agreement and named most of their contract carriers as affiliates, the 2026 budget assumes that substantially all airline rates and charges will be billed at the signatory airline rate. As of November 2025, The Authority and the Airlines are in negotiations for a new five-year Use and Lease Agreement effective January 1, 2026 with three (3) additional periods of one (1) year each. This new five-year agreement is substantially the same as the previous agreement with the exception of few modifications to the rate calculations and a moderization of environmental language.

## **AIRPORT AND FIXED BASED OPERATIONS OPERATING AGREEMENTS**

The Authority engages the services of AvPorts ALB LLC (AvPorts), to manage the daily operations of the Airport and REW Investments, Inc., d/b/a Million Air – Albany (Million Air), to manage the daily operations of the Fixed Based Operations.

AvPorts has the daily responsibility, under policies and direction from the Authority, for airport operations, airside security, ARFF, terminal and vehicle maintenance and the parking facilities. AvPorts is reimbursed for its actual payroll expenditures based on an employment level approved annually by the Authority plus a fixed fee.

Million Air has the daily responsibility, under policies and direction from the Authority, for the fixed based operations including commercial into-plane fueling, fuel farm management and general aviation handling and fueling. The Authority's goal in directing the daily management of the fixed based operations is to enhance the service the Authority can provide to the general and corporate aviation community by offering competitive rates and charges for users of the Airport and to provide the airlines at the Airport with efficient and quality into-plane fueling services and fuel inventory management. Million Air is reimbursed for its actual expenditures based on an employment level approved by the Authority plus a fixed fee with added incentives based on the growth of fixed based operation revenues.

All expenditures incurred by Avports and Million Air are subject to the approval and execution by the Authority.

## **2026 OPERATING BUDGET FINANCIAL HIGHLIGHTS**

The 2026 budget is balanced by implementing the strategies set forth in the Summary of Financial Policies as described beginning on page 18.

The Authority prepares annual operating budgets following the formulas contained in the Airline Use and Lease Agreements. At the end of each year, the Authority prepares an Airline Rates and Charges Settlement and Revenue Sharing Transfer Calculation report showing a comparison of the final audited financial results for the year compared to the adopted budget.

Total anticipated revenues for 2026 are \$79.1 million and total operating expenses are \$53.3 million. The remaining \$25.8 million is budgeted for the following: \$6.3 million to pay the debt obligations of the Authority net of Passenger Facility Charge funds, \$6.0 million for capital expenditures, and a change in reserve fund requirements and the loss of the FBO operations of \$1.8 million leaving \$15.0 million to share with the airlines at the end of the year. Additional airline revenue may be required to cover unanticipated expenses or unrealized revenues in 2026. The Authority's bond resolution requires the Authority to maintain an operating reserve equal to two months of operating and maintenance expenses. Upon adoption of the 2026 Operating Budget the Operating and Maintenance Reserve requirement will be \$8.9 million based upon total budgeted operating expenses of \$53.6 million in 2026. As of November 30, 2025, the Authority had \$9.2 million in its operating and maintenance reserve account and an additional \$31.5 million in its airport development account which can be used to restore a deficiency in the operating and maintenance reserve account.

The table below is a summary comparison based on the formula included in the Airlines Use and Lease Agreement showing the 2026 budget compared to the 2024 audited results, the 2025 adopted budget, and the 2025 projected results, along with the amount and percentage of changes for the 2026 budget versus the 2025 projected:

**ALBANY COUNTY AIRPORT AUTHORITY**  
**OPERATING BUDGET SUMMARY**  
*(Before Revenue Sharing and Adj for non-sharing interest earnings)*

	Audited 2024	Budget 2025	Projected 2025	Budget 2026	Budget 2026 vs. Projected 2025	
					\$ of Change	% of Chg
<b>REVENUES</b>						
Airfield charges	\$ 8,796,622	\$ 10,810,505	\$ 9,834,495	\$ 12,206,158	\$ 2,371,663	24.12 %
FBO	\$ 12,580,220	\$ 12,889,430	\$ 12,386,624	\$ 12,355,534	\$ (31,090)	-0.25 %
Terminal rentals	\$ 10,961,616	\$ 11,803,609	\$ 11,597,088	\$ 11,155,585	\$ (441,503)	-3.81 %
Concessions	\$ 10,009,052	\$ 9,396,750	\$ 9,931,037	\$ 10,134,549	\$ 203,512	2.05 %
Ground Transportation	\$ 18,733,652	\$ 19,713,796	\$ 25,286,311	\$ 26,139,850	\$ 853,539	3.38 %
Other Airport	\$ 5,071,805	\$ 5,205,602	\$ 5,238,142	\$ 5,361,022	\$ 122,880	2.35 %
Other Revenues	\$ 1,819,950	\$ 2,068,400	\$ 1,768,954	\$ 1,768,954	\$ -	0.00 %
<b>Total Revenues</b>	<b>\$ 67,972,917</b>	<b>\$ 71,888,092</b>	<b>\$ 76,042,651</b>	<b>\$ 79,121,652</b>	<b>\$ 3,079,001</b>	<b>4.05 %</b>
<b>EXPENSES</b>						
Personal Services	\$ 14,895,974	\$ 16,479,190	\$ 15,860,937	\$ 17,865,666	\$ 2,004,729	12.64 %
Employee Benefits	\$ 6,522,276	\$ 7,270,435	\$ 7,093,243	\$ 8,177,373	\$ 1,084,130	15.28 %
Utilities & Communications	\$ 2,405,448	\$ 3,018,035	\$ 2,996,591	\$ 2,832,414	\$ (164,177)	-5.48 %
Purchased Services	\$ 10,834,532	\$ 10,890,312	\$ 10,767,685	\$ 9,896,611	\$ (871,074)	-8.09 %
Materials & Supplies	\$ 11,908,277	\$ 12,798,891	\$ 11,891,798	\$ 11,966,737	\$ 74,939	0.63 %
Offices/Administration	\$ 2,073,592	\$ 2,123,411	\$ 2,029,311	\$ 2,375,351	\$ 346,040	17.05 %
Noncapital Equipment	\$ 544,443	\$ 1,098,000	\$ 842,357	\$ 168,000	\$ (674,357)	-80.06 %
<b>Total Expenses</b>	<b>\$ 49,184,542</b>	<b>\$ 53,678,274</b>	<b>\$ 51,481,922</b>	<b>\$ 53,282,152</b>	<b>\$ 1,800,230</b>	<b>3.50 %</b>
<b>DEBT SERVICE</b>						
P&I Payments	\$ 6,291,928	\$ 6,274,775	\$ 6,274,775	\$ 6,298,528	\$ 23,753	0.38 %
<b>RESERVE REQUIREMENTS</b>	<b>\$ 790,538</b>	<b>\$ 650,670</b>	<b>\$ 650,670</b>	<b>\$ (1,629,840)</b>	<b>\$ (2,280,510)</b>	<b>-350.49 %</b>
<b>CAPITAL EXPENDITURES</b>	<b>\$ 3,958,632</b>	<b>\$ 4,044,255</b>	<b>\$ 4,484,954</b>	<b>\$ 6,000,000</b>	<b>\$ 1,515,046</b>	<b>33.78 %</b>
<b>FUNDS REMAINING</b>	<b>\$ 7,747,277</b>	<b>\$ 7,240,118</b>	<b>\$ 13,150,330</b>	<b>\$ 15,170,812</b>	<b>\$ 2,020,482</b>	<b>15.36 %</b>

**AIRLINE RATES AND CHARGES SUMMARY**

The Airline Use and Lease Agreement with the signatory airlines is hybrid in nature with a residual ratemaking methodology for calculating the airfield, apron and loading bridges rates and a commercial rental rate methodology for calculating the terminal rental rate. The agreement also provides for the inclusion of an amount for capital expenditures not subject to majority-in-interest (MII) approval by the signatory airlines in the rates and charges calculation.

The Authority has the ability under the Agreement to adjust rates and charges at any time throughout the year to ensure adherence to all financial covenants in its bond resolutions. No such adjustments have ever been required under either the current or the prior Agreements.

Landing fees, apron fees, terminal rental rates, and loading bridge fees are determined by a formula contained in the Airline Use and Lease Agreement. The formula takes into consideration the revenues and expenses as proposed in the budget. A residual cost calculation is used to calculate rates for landing fees, apron fees and loading bridge fees and a commercial rental methodology for calculating terminal rental rate. The agreement also includes a 50/50 revenue sharing formula with the airlines based on all revenues less expenses of the Airport.

Based on the Airline Use and Lease Agreement, a comparison of the major signatory airline rates and charges and projected cost per enplaned passenger, plus the Authority's projected debt service coverage are as follows:

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Landing Fee Rate per 1,000 lb MGLW				
Signatory Carriers	\$ 3.70	\$ 4.77	\$ 3.86	\$ 4.88
Non-Signatory Carriers	\$ 4.63	\$ 5.96	\$ 4.83	\$ 6.10
Apron Fee Rate per Sq Ft	\$ 1.58	\$ 1.99	\$ 1.80	\$ 2.26
Terminal Rental Rate per Sq Ft				
Signatory Carriers	\$ 126.50	\$ 140.14	\$ 134.79	\$ 132.66
Non-Signatory Carriers	\$ 158.13	\$ 175.05	\$ 168.49	\$ 165.83
Loading Bridge Rate	\$ 69,775.84	\$ 64,099.08	\$ 70,302.38	\$ 46,583.00
Cost Per Enplanement	\$ 8.90	\$ 10.72	\$ 7.84	\$ 8.24
Debt Service Coverage	2.20	2.23	2.77	2.80

## CASH POSITION

The Authority also maintains cash balances in restricted accounts established by the Authority's Master bond resolution that are not available to pay operating expenses. These accounts include various debt service reserve accounts, the Passenger Facility Charge Funds account, capital projects funds, and an operating and renewal and replacement fund. Cash balances for unrestricted operations are expected to decrease during the remainder of 2025 and 2026 due to transfers to the capital fund to fund capital project needs. Also, in 2026 the debt reserve balance will decrease due to the maturity of the Series 2020B bonds in December 2026. The table below presents a summary of the Actual and Projected restricted and unrestricted cash balances:

	December 31 2023	December 31 2024	Projected December 31 2025	Projected December 31 2026
Funds available for unrestricted operations	\$ 42,799,679	\$ 36,254,409	\$ 29,500,000	\$ 32,000,000
Restricted for:				
Capital projects	730,987	1,035,846	750,000	750,000
Operating & replacement reserves	8,962,306	9,405,342	9,013,046	8,939,000
PFCs available for debt service payments	9,751,984	8,042,697	4,680,664	2,425,409
Debt reserves and debt service funds	7,609,446	7,278,406	7,242,726	3,801,940
Other restrictions	1,397,055	1,466,112	1,539,418	1,616,388
<b>Total</b>	<b>\$ 71,251,457</b>	<b>\$ 63,482,812</b>	<b>\$ 52,725,853</b>	<b>\$ 49,532,738</b>

## GAAP FINANCIAL STATEMENTS

The Authority has adopted December 31 as its fiscal year end and issued its first financial statements in 1994. An audited comprehensive annual financial report has been issued each year thereafter. The Authority's financial statements are prepared on an accrual basis of accounting in accordance with generally accepted accounting principles (GAAP) promulgated by the Governmental Accounting Standards Board (GASB). The 2024 financial statements are available at [www.albanyairport.com](http://www.albanyairport.com).

The Authority operates as a single enterprise fund with revenues recognized when earned, not when received. Expenses are recognized when incurred, not when they are paid. Capital assets (except land) are capitalized and depreciated over their useful lives. Funds are restricted for debt service and, where applicable, for construction projects.

The following table presents audited results for 2024, projected results for 2025, and the operating budget for 2026 presented in accordance with GAAP:

	Audited 2024	Projected 2025	Budget 2026
<b>Operating Revenues</b>			
Airfield	\$ 8,084,030	\$ 8,559,452	\$ 10,729,077
Fixed Based Operations	12,580,220	12,386,624	12,355,534
Terminal	7,986,439	6,496,917	5,247,260
Concessions	9,899,079	9,931,037	10,134,549
Ground transportation	18,733,652	25,286,311	26,139,850
Other revenue	5,155,121	5,238,142	5,361,022
<b>Total Operating Revenues</b>	<u>62,438,541</u>	<u>67,898,483</u>	<u>69,967,292</u>
<b>Operating Expenses</b>			
Personal services	14,879,522	15,860,937	17,865,666
Employee benefits	6,151,625	7,093,243	8,177,373
Utilities & communications	2,408,312	2,996,591	2,832,414
Purchased services	10,834,742	10,767,685	9,896,611
Material & supplies	11,923,816	11,891,798	11,966,737
Office/Administration	3,561,083	2,029,311	2,375,351
Non-capital equipment	549,030	842,357	168,000
<b>Total Operating Expenses</b>	<u>50,308,130</u>	<u>51,481,922</u>	<u>53,282,152</u>
<b>Operating Income before Depreciation</b>	12,130,411	16,416,561	16,685,140
<b>Depreciation</b>	20,164,229	21,500,000	22,000,000
<b>Operating Income (Loss) Before Non- Operating Income and Expenses</b>	(8,033,818)	(5,083,439)	(5,314,860)
<b>Non- Operating Income and (Expenses)</b>			
Passenger facility charges	6,275,661	5,537,985	5,728,950
Grant income	331,254	-	-
Improvement charges	368,400	368,400	368,400
Interest income	3,043,592	2,426,400	1,975,000
Insurance recoveries	32,201	-	-
Interest expense	(2,083,566)	(2,191,247)	(2,215,000)
Grant expense	(508,728)	-	-
<b>Total non-operating income and (expenses)</b>	<u>7,458,814</u>	<u>6,141,538</u>	<u>5,857,350</u>
<b>Income (loss) before capital contributions</b>	(575,004)	1,058,099	542,490
<b>Capital Contributions</b>	<u>35,641,166</u>	<u>45,000,000</u>	<u>25,000,000</u>
<b>Net Position</b>			
Increase in Net Position	35,066,162	46,058,099	25,542,490
<b>Total Net Position, beginning of year</b>	<u>270,718,087</u>	<u>305,784,249</u>	<u>351,842,348</u>
<b>Total Net Position, end of year</b>	<u>\$ 305,784,249</u>	<u>\$ 351,842,348</u>	<u>\$ 377,384,838</u>

## **BUDGET SUMMARY**

The regional and national economic conditions will determine the future financial performance for the Albany International Airport together with the airline industry and how both the airlines and the traveling passengers are impacted by events as they develop. The greater Albany region, known as *Tech Valley*, has become a high tech center for research and development in nanotechnology/microelectronics, biotechnology/pharmaceuticals, energy and information technology.

This 2026 operating budget reflects the anticipated Airport revenues generated by the regional economy together with the expenses for all facilities or services offered. But with the ever changing traveling environment, the changing organizational structure of airlines, airline mergers and acquisitions, the impact of new routes with different aircraft, and the ongoing enhancement to security requirements, it can be assured that additional currently unforeseen changes will need to be addressed during 2026.

This budget represents management's best estimates given the current economic conditions and recognizes that this budget will need extensive monitoring during 2026.

The recommended billing rates and charges are a prudent assessment of the financial results that are reasonably achievable in 2026, given the current economic environment and future actions that might be taken by the airlines and potential travelers. There will be a continued need to control the number of workforce employees, for tight purchasing controls, strict controls on discretionary spending and support from the Airport patrons and our airlines to achieve a financially successful year for the Airport in 2026. While being fiscally prudent with this budget, management is optimistic conditions can occur during 2026 resulting in continued growth. The combination of robust economic activity and a multiple sponsor incentive program to the airlines for service expansion do provide a basis for hope of air service expansion. In developing the 2026 operating budget, the Authority continues to advance strategies that result in reasonable rates and charges so that business, government, and leisure travelers in the greater Albany region will continue their support and use of the Albany International Airport.

## **AWARD**

The Government Finance Officers Association of the United States and Canada (GFOA) has presented the eighteenth Distinguished Budget Presentation Awards to the Albany County Airport Authority for its annual operating budget in prior years (see page 9).

In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

The award is valid for a period of only one year. We believe this current budget continues to conform to program requirements, and its submission to GFOA will determine eligibility for a subsequent award.

## **ACKNOWLEDGMENTS**

The Authority Board has contributed its full support to the development and maintenance of the financial operations of the Airport. Without this leadership, together with the strong commitment from the Authority's management team, the presentation of this budget and other financial reports would not occur. Also recognized are the management personnel of AvPorts and Million Air for

their time and effort in submitting their respective goals, objectives and projected results to be achieved in 2026. The publication of this budget would not occur without the efficient and dedicated services of all the members of the Authority's Finance Department, plus those from AvPorts and Million Air, who contributed to the process.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Herrmann", with a long horizontal flourish extending to the right.

Margaret Herrmann  
Chief Financial Officer



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**Albany County Airport Authority  
New York**

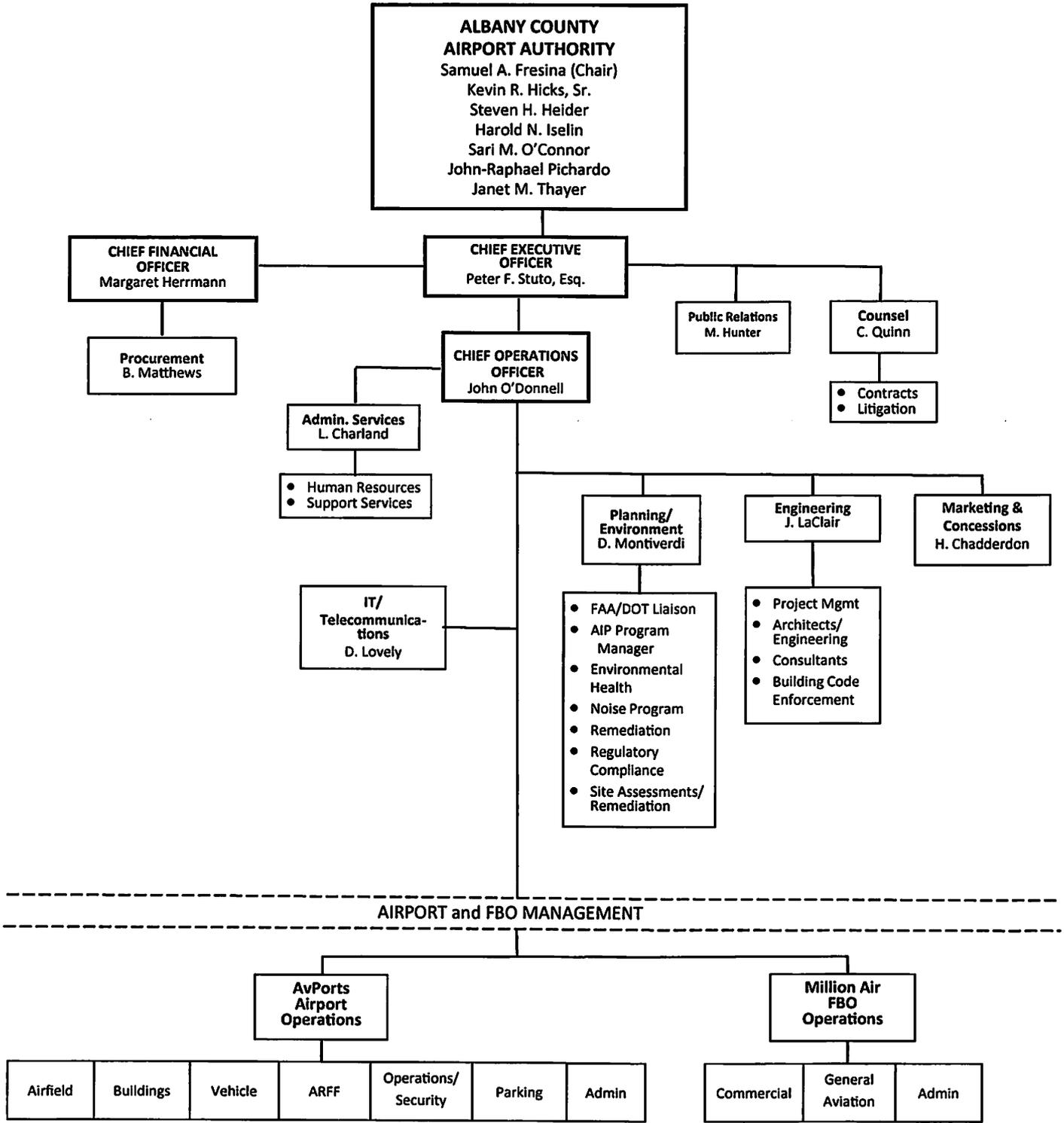
For the Fiscal Year Beginning

**January 01, 2025**

*Christopher P. Morill*

**Executive Director**

# ALBANY INTERNATIONAL AIRPORT ORGANIZATIONAL CHART



## AIRPORT AUTHORITY OVERVIEW

### ORGANIZATION

The Albany County Airport Authority (Authority) is a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act, Title 32 of Article 8 of the New York Public Authorities Law. The State of New York (State) created the Authority in 1993 in order to promote the strengthening and improvement of the Airport, to facilitate the financing and construction of the Terminal Improvement Project (TIP) and as well the subsequent capital improvement programs, and give the Authority the power to operate, maintain and improve the Airport.

The Authority is governed by seven members, with four members appointed by the majority leader of the County of Albany (County) Legislature and three members by the County Executive, all with approval of the County Legislature. The Authority members are appointed for a term of four years or until a successor is appointed, except that any person appointed to fill a vacancy will be appointed to serve only the unexpired term.

Based on the County's responsibility for the appointment of the Authority members, their approval of any Airport capital improvement programs and the issuance of certain debt, the Authority is considered a component unit of the County under the criteria set forth by the Governmental Accounting Standards Board (GASB). The Authority does not have any component units. The financial transactions of the Authority are accounted for in a single enterprise fund.

The Authority is responsible for the efficient planning, development, administration, operation, and financial condition of the Airport. The Authority, as landlord, rents space and assesses fees and charges to the airlines and businesses providing goods and services to the traveling public and to the civilian, business, governmental and military users of the Airport. The Authority is responsible for assuring residents of the County, the Town of Colonie and the surrounding areas of minimal environmental impact from air navigation and transportation. The Authority employs the services of AvPorts to manage the daily operations and maintenance of the Airport and the services of Million Air to manage the daily operations of the Fixed Base Operation (FBO).

### COST CENTER STRUCTURE

Each of the two management companies are divided into cost centers by function. Some of the cost centers are a direct reflection of the service they provide and some cost centers are indirect cost centers providing support services to the direct cost centers. The cost centers are divided between the two management companies and are as follows:

	AvPorts		Million Air	
	Direct	Indirect	Direct	Indirect
Airfield	X			
Terminal	X			
Loading Bridge	X			
Parking	X			
Landside	X			
Operations		X		
ARFF		X		
Security		X		
Vehicle Maintenance		X		
Airport Management		X		
FBO Commercial			X	
FBO General Aviation			X	
FBO Management				X

## PERSONNEL COUNTS

For the 2025, personnel counts were budgeted at 241 full time equivalent (FTE) positions. In preparation of the 2026 budget FTE counts, it was determined that an additional 13.7 FTE positions would be needed to provide better coverage of the 24 hour a day operation of the Airport. Additional staff is being added to airfield maintenance to help relieve overtime and provide better coverage at the glycol treatment plant; parking maintenance to provide coverage for two parking garages for maintenance, trash pickup and parking assistance; custodial department will have more area to cover when the terminal expansion project is complete which will include 17,000 square feet of flooring and an additional set of restrooms. The following table shows the personnel counts for 2024, budgeted 2025, projected 2025 and budget 2026:

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
AvPorts				
Airfield	29.0	29.5	19.0	31.5
Terminal	41.0	41.0	34.0	46.0
Loading Bridge	3.0	3.0	3.0	3.0
Parking	34.0	33.0	27.0	40.5
Landside	-	-	-	-
ARFF	25.0	26.0	26.5	26.0
Operations	38.0	22.0	15.0	22.0
Security	3.0	3.0	4.0	3.0
Vehicle	12.0	12.0	9.0	12.0
Administration	9.0	9.5	6.5	8.7
	<u>194.0</u>	<u>179.0</u>	<u>144.0</u>	<u>192.7</u>
Million Air				
Commercial	11.0	11.0	11.0	14.0
General Aviation	21.0	22.0	21.0	23.0
Administration	4.0	5.0	4.0	5.0
	<u>36.0</u>	<u>38.0</u>	<u>36.0</u>	<u>42.0</u>
Authority	<u>23.0</u>	<u>24.0</u>	<u>21.0</u>	<u>20.0</u>
	<u><u>253.0</u></u>	<u><u>241.0</u></u>	<u><u>201.0</u></u>	<u><u>254.7</u></u>

## AUTHORITY'S VISION & MISSION STATEMENT

The Authority's strategic direction for the Airport is based upon the following vision, mission, goals, and objectives.

### VISION

The Authority's vision statement is a measurable statement describing the future results the Authority seeks to achieve. The Authority's vision for Albany International Airport is to provide an exemplary airport in which to visit, travel, and work.

### MISSION

The Authority's mission statement is a broad statement of what the Authority has been charged to accomplish and why. The Authority's mission is to provide adequate, safe, secure and efficient aviation and transportation facilities at a reasonable cost to the people. To accomplish our mission we will:

- Provide world-class, customer-oriented transportation services at Albany International Airport;

- Promote airline, cargo, business, and general aviation services at Albany International Airport by providing quality airport facilities;
- Operate the airport and provide services in the most cost-effective manner;
- Foster inter-modal transportation;
- Implement the airport's Capital Improvement Plan; and,
- Maintain financial security.

## **GOAL**

The Authority's goal for the airport is derived from its mission and vision for the airport and describes the enduring end state for the airport desired. The Authority's goal for Albany International Airport is:

- To be widely recognized as the best airport of its size in the Northeast as well as an innovative model for a facility with vitality, enthusiasm, friendliness, competence, and efficiency.

## **OBJECTIVES**

The Authority's objectives describe the outcomes required to accomplish the goal. The Authority's objectives in operating the airport are:

- To promote safe, secure, efficient and economic air transportation by preserving and enhancing Airport capacity.
- To acquire, construct, reconstruct, continue, develop, equip, expand, improve, maintain, finance, and operate aviation and other related facilities and services.
- To stimulate and promote economic development, trade and tourism.
- To form an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense, and to assure inclusion of the Authority's facilities in state, national, and international programs for air transportation and for airway capital improvements.
- To ensure that aviation facilities shall provide for the protection and enhancement of the natural resources and the quality of the environment of the state and the capital district area.

## **VALUES**

The Authority's values describe how the Authority will conduct itself, both internally and externally, when engaging in business activities. The Authority's values are:

**Responsiveness** – being proactive; having a bias for action and sense of urgency in getting things done; anticipating the needs of tenants and passengers by taking fast action to surpass their expectations; encouraging tenant and passenger input.

**Integrity** – possessing a commitment to doing the right things right, with consistent adherence to the highest professional standards; keeping commitments to our tenants, passengers, employees, and others.

**Innovation** – dedicating ourselves to learning and growing; constantly searching for better ways to get the job done; using our collective imagination effectively to solve problems for our tenants, passengers and employees; going beyond perceived boundaries to get desired results.

Teamwork – recognizing that every board member, employee, volunteer, tenant, and others are important to the complete satisfaction of Albany International Airport; feeling personally responsible for successful outcomes; treating everyone with respect; communicating regularly, directly and honestly with our board members, employees, volunteers, tenants, and others.

## PERFORMANCE MEASURES

The Authority has identified the following performance measures to monitor and report its success in achieving its mission and intended public purpose.

Area of Measurement	Performance Measure	Performance Measure Component	2024 Final	2025 Projected	2026 Budget
Safety	Employee Accidents and Incidents	Construction Injuries Lost Time Injury Rate	9	0	0
		Airfield Violations	1	0	0
	Runway Incursions	Runway Condition FAA Safety Compliance	0	0	0
		Inspection Discrepancies	2	0	0
Security	Security Incidents and Violations	Security Badge Breaches: Letters of investigation	0	0	0
		Violations	56	20	0
Financial	Revenue Management	Total Airline per EPAX*	\$ 11.27	\$ 10.13	\$ 10.58
		Total Non-Airline Revenue per EPAX	\$ 30.16	\$ 33.65	\$ 33.63
		Total Revenue per EPAX*	\$ 41.43	\$ 43.78	\$ 44.21
	Cost Performance	Operating Cost per EPAX	\$ 33.38	\$ 33.47	\$ 33.92
		Airport Cost per EPAX	\$ 8.90	\$ 7.84	\$ 8.24
	Debt Management	Debt Service Coverage Ratio	2.20	2.77	2.80
		Outstanding Debt per EPAX	\$ 33	\$ 26	\$ 21
Liquidity	Days Unrestricted Cash on Hands	263	320	300	
Operational	Aircraft Delays caused by Airport	Number of Aircraft Delay caused by Airport or Runway Closings	0	0	0
	Aircraft Delays caused by Fixed Base Operations	Number of Aircraft Fueling Delays	13	5	0
Customer Service	Service Quality	Terminal Cleanliness Concessions Quality and Variety (Five is the highest)	4.23	4.5	4.5
		Customer Satisfaction	Customer Survey Results (Five is the highest)	4.23	4.5
Environmental Sustainability	Environmental Compliance	Violations Identified by Regulatory Agency De-Icing Material Discharge Frequency and Severity of Spills: SPDES violations	0	0	0
		DEC violations	0	0	0
	Noise	Noise Levels /Noise Complaints	4	5	0
People	Employee Satisfaction	Employee Turnover: AFCO AvPorts	23.0%	16.0%	17.0%
		Million Air FBO	22.0%	21%	10%
		Albany County Airport Authority	0%	0%	0%

\* EPAX is an enplaned passenger

## 2026 Organizational Strategic Goals

Strategy	Goal	2026 Key Initiatives	2026 Result
Ensure long term financial security	Provide the Albany International Airport with the financial resources to meet operational needs and meet all debt service obligations	Maintain appropriate financial reserves	Maintain 125% debt service coverage of net revenues Maintain its A2, Stable rating from Moody's and A+ from S&P Maintain a minimum two-month operating reserve
		Enforce cost saving measures - Improve purchasing processes, assess and identify savings at service levels and cost/benefit analysis	Implement cost saving plans Identify savings
		Increase non-aeronautical revenue	Identify new revenue streams Generate new businesses at the Airport
Promote customer service	Ensure Albany International Airport provides world-class customer service	Promote Albany International Airport to international and domestic airlines to increase air service	Identify any possible international flights Increase domestic flights
		Evaluate customer service needs based on changing demographics of the traveling public	Increase concession revenues Increase passenger activity
		Review roles and responsibilities for customer service between airlines and other Airport businesses	Identify service responsibilities Increase customer service
Strengthen relationships	Strengthen Albany International Airport's effectiveness through interdepartmental relationships and alliances with regional businesses, public agencies, governmental units, and airlines	Encourage internal teamwork	Improve effectiveness through cross department communications, coordination and sharing of resources
		Strengthen partnerships with Federal and State agencies	Improve communications and integration of efforts with Federal and State agencies
		Strengthen partnerships with the regional business communities	Improve coordination efforts between Albany International Airport and the regional business communities
		Build public support for Albany International Airport policies and initiatives through proactive communication and public relations outreach activities	Improve communications of Albany International Airport's policies and programs Increase support for Albany International Airport's positions and activities

Strategy	Goal	2026 Key Initiatives	2026 Result
Utilize employee experience and knowledge to adjust to changing business needs	Ensure Albany International Airport acquires/sustains people with the ability, experience and knowledge to fulfill its mission	Ensure employee wages and benefits remain competitive	Ensure Airport is competitive in the marketplace and able to attract and retain quality talent
		Expand employee training programs	Enhance employee knowledge and skill development in every department
		Design and integrate leadership development process	Leadership that supports organizational goals Preserve organizational knowledge
Utilize new technology	Improve performance, increase productivity and deliver cost effective services	Establish strategic investments in new equipment and technology based on current industry standards	Upgrade equipment and electronic technology that improves productivity as needed
		Evolve server equipment to virtual server technology	Lower energy maintenance, hardware and disaster recovery costs Greater efficiency and productivity Lower capital and operational technology costs
		Distribute software updates, patches and new programs electronically	Complete updates and installations Produce greater productivity
		Evaluate common use systems and support services at Albany International Airport	Common use systems upgraded

## BUDGET PROCESS

The Authority operates on a January 1st through December 31st fiscal year. For administration purposes, an annual operating budget is prepared following the rates and charges methodology included in the five-year Airline's Use and Lease Agreement which became effective January 1, 2021 and expires on December 31, 2025. As of December 2025, the Authority and the airlines and cargo carriers have completed negotiations for a new Airline Use and Lease Agreement effective January 1, 2026. The Authority charges signatory landing fees and terminal rental rates to carriers who executed the Agreement and non-signatory landing fees and terminal rental rates, which are 125% higher than signatory rates, to those who have not. The Agreement also provides a revenue sharing mechanism by which the passenger signatory airlines receive a percentage of the net revenues remaining (as defined in the agreement). This calculation is set forth in Section 10 of this budget document. The Authority's share of any funds remaining may be used to fund the Authority's share of any project or any activity that does not affect the Airline's rates and charges.

The budget is generally prepared on the accrual basis but differs from generally accepted accounting principles in that certain expenditures are reported on a cash basis. These include the principal portion of long-term debt obligations, the local share for certain capital projects, and the lack of depreciation expense. Interest earnings area budgeted based on the interest that is shared with the airlines. All other major revenues and expenses are budgeted for on the accrual basis. The Authority has adopted this budgetary basis of accounting to facilitate calculations for rates and charges billed to the airlines.

## LONG-RANGE FINANCIAL PLAN

As a part of the budget planning, the long-range financial objectives of the Authority are considered. These long-range financial areas include continuing to increase non-airline revenues with modest increases in expenses similar to the local area Consumer Price Index. Also included in the long-

range financial plan is to keep the Airline's cost per enplanement at or below \$10.00 per enplanement, debt service coverage at 1.25 of net revenues, maintain the current bond rating, and maintain reserves as required under the Master Bond Resolution. The majority of the non-airline revenue is derived from parking and concessions (food & beverage and retail) and the drivers of these revenues is based on enplanement levels. Enplanement levels are expected to increase by 2% a year through 2028 based on past performance.

**BASIS OF BUDGETING**

The Authority is a proprietary fund which is similarly to the accrual basis of accounting with the following exceptions:

- Revenues are budgeted in the period they are earned and measurable.
- Expenses are budgeted in the period they are earned and measurable.
- Depreciation is not budgeted.
- Principal payments of debt are budgeted as an expenses instead of a reduction to the liability.

**BUDGET SCHEDULE**

Below is a schedule showing the target dates for the formation of the budget document to the adoption of the budget:

<b>June</b>
Finance Department instructs AvPorts and Million Air to enter budget assumptions for next year into accounting budget program including expenses and employee positions Goals and objectives, actions to achieve the goals, and results to be achieved for next year are determined
<b>July</b>
Finance Department projects revenues and expenditures Hold coordination meeting with AvPorts and Million Air, if needed ACAA payroll and benefits completed Cost Center's goals and objectives and performance measurements completed Finance Department due diligence review
<b>August</b>
Finance Department due diligence review and updating budget
<b>September</b>
Final revisions received for budget Budget document is prepared, assembled and printed Budget distributed to the airlines for review
<b>October – November</b>
Finance Department continues due diligence review Final changes made and summary of changes distributed to Finance Committee for approval Finance Committee budget review Finalize budget
<b>December</b>
Final budget distributed to Authority Board Members Budget adopted

**SUMMARY OF FINANCIAL POLICIES**

**Guidelines**

The budget process and format shall be performance based and focused on goals, objectives and performance indicators.

The budget will provide adequate funding for operating and maintenance of the Airport buildings and property, and replacement of capital equipment, construction, reconstruction and development at the Airport.

#### **Balanced Budget**

The budget should be balanced with current revenues equal to or greater than current expenditures.

Strategies to accomplish this balance include cost efficiencies, personnel efficiencies, increasing or implementing fees to match program expenses, fund balance usage (if available), and service reduction (if needed).

#### **Budget Amendments**

The adopted budget represents a business plan covering all Airport operations for the upcoming year.

If the plan needs to be significantly modified during the year, the proposed revisions to the plan, together with their financial impact on either revenues or expenses, are presented to the Authority Board for review and approval.

No amendments have been enacted during the year 2025.

#### **Budget Monitoring**

The independent monitoring of the budget continues throughout the fiscal year for management control purposes.

Operating statements comparing actual financial results to budgets are reported monthly by the Chief Financial Officer and distributed to Board members, senior management and all key employees. Annual financial reports are posted on the Authority's website – [www.albanyairport.com](http://www.albanyairport.com).

#### **Performance Measurements**

Performance measurements are developed based on program objectives that tie to the Airport's vision, mission, and values.

Performance measurements measure program results or accomplishments to provide good comparisons over time.

Performance measurements are monitored and used in decision-making processes.

#### **Planning**

The Authority will develop a five-year capital plan every five years commencing September 1, 1995. Each five-year plan must be approved by the Albany County Legislature.

The five-year plan will include estimated operating costs and revenues for future capital improvements.

#### **Capital Improvement Policies**

Capital projects that will be made during the current budget year should be detailed by project and type of work.

Progress projections for the five-year capital plan will be updated on a yearly basis.

The Authority will identify the estimated costs and potential funding sources for each capital project proposal.

The Authority will determine the least costly financing method for all new projects.

The Authority will maintain all its assets at a level adequate to protect the Airport's capital interest and minimize future maintenance and replacement costs.

#### **Debt Policy**

The Authority will manage its current and future debt service requirement to be in compliance with all bond covenants.

The Authority will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.

The Authority will maintain communications with bond rating agencies regarding its financial condition and will follow a policy of full disclosure.

The Authority, when applicable, will determine if the financial market place will afford the opportunity to refund an issue and lessen its debt service costs.

The Authority shall attempt to limit total debt outstanding to no more than \$100 per enplanement.

The Authority will not go over its legal debt limit of \$285 million.

The Authority will comply with its Derivative Policy which limits the use of derivative financial products to capital financing.

The Authority will comply with its Variable Rate Debt Policy which limits the use of net permanent variable rate debt to twenty percent of total debt outstanding.

#### **Revenue Policy**

The Authority will estimate and project its annual revenues by an objective, analytical process, as practical on a yearly basis.

The Authority will maintain a diversified and stable revenue system to shelter it from unforeseeable short-run fluctuations in any one-revenue source.

The Authority will maintain sufficient revenues to pay all expenditures incurred for the operations and maintenance at the Airport.

#### **Rates and Charges**

The Authority and the airlines have negotiated a Use and Lease Agreement that became effective on January 1, 2021 to establish how the airlines that signed the agreement will be assessed annual rates and charges for their use of the Airport. Rates and charges are established annually. The agreement is effective through December 31, 2025. As of December, negotiations are complete for a new agreement effective January 1, 2026.

#### **Investment Policies**

The investment of Authority funds is governed by provisions of its enabling legislation and by an Investment Policy last amended by the Authority July 23, 2018. Any State or Federally chartered commercial bank that can meet the Authority's requirements in its Cash Management and Investment Policy which specifies required ratings and capabilities is authorized for deposit of monies.

Monies not needed for immediate expenditure may be invested in (1) United States Treasury obligations, (2) obligations backed by the United States Government full faith and credit, (3) Obligations of New York State, (4) obligations of any other state provided it has received the highest rating by one independent rating agency designated by the State Comptroller, (5) certificates of deposit fully collateralized from a bank or trust company in New York State, (6) repurchase agreements using United States Treasury obligations with maturities of seven years or less. Investments are stated at cost or amortized cost if maturity at time of purchase is less than 1 year and fair value if greater than 1 year.

## FUND STRUCTURE

The Authority uses a proprietary fund structure similar to those found in private sector organizations that operate for a profit using an enterprise fund where expenses are supported by fees charged for landings, land rent, property rent, fuel and other services provided. The Authority has established the following funds and accounts as required by the Master Resolution and illustrated in table on page 80, and has set the policy on fund balance as follows:

- Revenue Fund, holding revenues collected by the Authority and applying revenues as required by the Master Resolution. It is the Authority's policy is to keep only necessary amounts for working capital. Extra unused funds are applied to the accounts below;
- O&M Reserve, holding reserve for O&M expenses, equaling two months of O&M expenses as required by the Master Resolution;
- Bond Fund, including only principal and interest to be paid in the next payment dates;
- Bond Reserve Fund, including only amounts required by the Master Resolution;
- Renewal and Replacement Fund, the Authority's policy is to keep a minimum balance of \$500,000 in this account;
- Capital Construction Fund to hold funds for Capital Project expenses; and
- Airport Development Fund, holding retained earnings of the Authority. The Authority's policy is to use this fund to build additional liquidity or avoid capital borrowing.

In addition, the Authority has the following funds and accounts:

- PFC account, holding all Passenger Facility Charge revenues collected by the Authority, to be used for future rates and charges or pay-as-you-go projects;
- Concession Area Improvement funds collected by the Authority for improvement to concession areas if needed at the Authority's discretion; and
- Customer Facility Charge funds collected by the Authority for improvement to rental car concession areas if needed.

## FUND BALANCE/NET POSITION SUMMARY

A fund balance or net position is the value of the assets less liabilities at a certain point in time. The Authority uses 4 classifications of net position on it's Statement of Net Position issued at the end of each fiscal period (December 31). The following table presents the Authority's net position as of December 31, 2023, 2024, projected 2025 and estimated 2026:

	2023	2024	2025	2026
Net Investment in capital assets	\$ 216,453,882	\$ 243,024,508	\$ 295,000,000	\$ 310,000,000
Restricted:				
Working capital	10,924,335	19,656,129	22,000,000	10,000,000
Passenger facility charge eligible projects	10,357,885	8,438,466	4,681,000	2,425,000
Operating and replacement reserves	8,962,306	9,405,342	9,800,000	10,143,000
Customer facility charges	464,656	487,621	505,000	523,000
Unrestricted	23,555,023	24,772,183	25,600,000	30,500,000
Total Net Position	<u>\$ 270,718,087</u>	<u>\$ 305,784,249</u>	<u>\$ 357,586,000</u>	<u>\$ 363,591,000</u>

## **ECONOMIC INFORMATION**

### **Albany International Airport (ALB)**

The Airport began operation in 1928 as the nation's first municipal airport. Albany International Airport is located on 1,157 acres of land in the Town of Colonie. The Airport is located seven miles northwest of downtown Albany, New York which is the capital of the State of New York. Also, the Airport is strategically located at the center of New York's growing Capital District and represents the heart of prospering Hudson Valley Corridor known as "Tech Valley", a region that stretches from the Canadian border near Montreal to just north of New York City. Tech Valley offers rewarding career and business prospects, world-class educational and research facilities, vibrant arts and entertainment scene, and exhilarating, year round outdoor pursuits. The Airport is accessible by several major interstate and state highways.

The Airport's primary air trade area is generally defined as the area within a 60-mile to 70-mile radius of the Airport. This geographical area encompasses 11 counties in New York, Berkshire County in Massachusetts, and Bennington County in Vermont. The Airport's secondary air trade area is defined as being within 90 minutes of driving time to the Airport which includes an additional seven counties in New York, three counties in Massachusetts, four counties in Vermont and Litchfield County in Connecticut.

In 2024, Albany International Airport welcomed approximately 1.5 million passengers, making it the fourth-busiest year on record and bringing activity levels close to the 2019 peak. The airport's financial stability was underscored in August 2024 when S&P Global Ratings raised its long-term bond rating to A+, the highest in the airport's history.

Recent years have brought major financial and infrastructure milestones. The \$13.36 million Concourse A Rehabilitation Project, funded by both FAA funds and PFC's, is a four-phase effort to modernize the concourse with upgraded ceilings, terrazzo flooring, enhanced lighting, new seating with charging ports, and two new jet bridge gates. Phase one is complete, and the remaining phases are scheduled through 2026.

Separately, the \$100 million Terminal Checkpoint Expansion Project is reconfiguring and enlarging the security screening area, upgrading concessions, and introducing new amenities, including a children's play area, sensory room, and business center. Funded through \$60 million in state support and \$40 million in federal grants, this project is also scheduled for completion in 2026.

A complete runway rehabilitation of the airport's main runway - 1/19 was completed in October 2026 ensuring safe landing and take offs for passengers at the Airport.

Designs have been completed for an apron rehabilitation project expected to kickoff in spring of 2026 completely replacing airport apron areas from the general aviation facility to the terminal. This project is expected to be funding with a 90% FAA grant, 10% NYS DOT share and 10% Authority share.

These investments will enhance passenger comfort, improve operational efficiency, and position Albany International Airport as a modern, competitive gateway for the Capital Region and the broader Tech Valley.

### **Albany, The Heart of Tech Valley**

Businesses come to Albany after considering locations around the world because of the region's excellence in higher education (led by the University at Albany and Rensselaer Polytechnic Institute) producing cutting-edge research and a talented workforce; business-friendly state and

local governments; an appealing quality of life; modern air, rail and highway transportation systems, and proximity to New York City, Boston and Montreal. The capital region is also home to the University of Albany's College of Nanoscale Science and Engineering which has been designated as the country's first National Semiconductor Technology Center. Rensselaer Polytechnic holds the distinction of having the world's first IBM quantum computer location on their Campus.

New York's Tech Valley is home to world-class summer and winter vacation and recreation attractions that draw individuals and families from across the nation and around the globe. The Adirondack Mountains, the Berkshires, Saratoga Springs, the upper Catskills, Lake George, southern Vermont, the upper Hudson Valley, and the Mohawk corridor all offer a cornucopia of entertainment and recreation venues including the Baseball Hall of Fame in Cooperstown, the Lake Placid Olympic Village and the thoroughbreds at Saratoga Race Track

#### Recent National Recognition of Albany

In 2024 Forbes Magazine ranked Albany in the top 20 best places in the U.S. for young professionals.

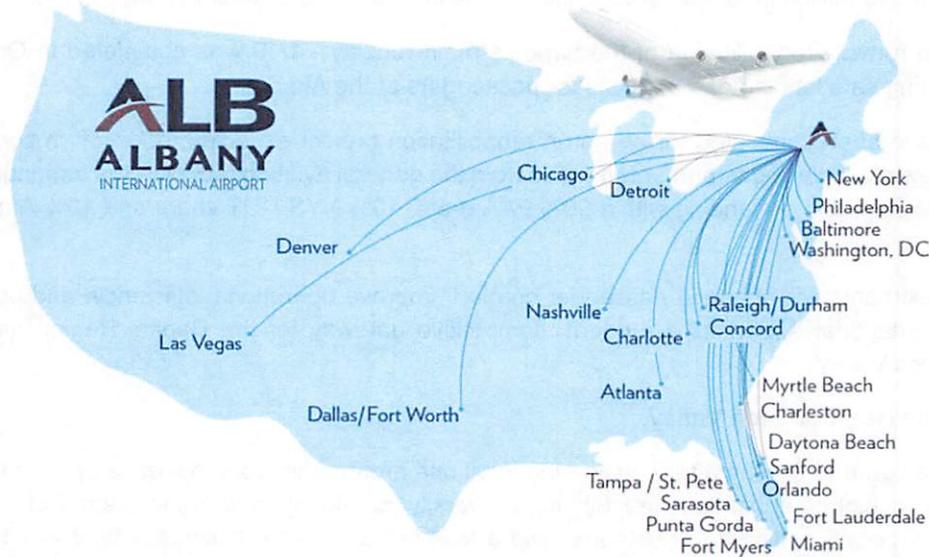
The Albany Metro area was named the 4th fastest growing metro area in the U.S. by LinkedIn in 2025.

U.S. News and World Report names Albany as one of the best places to retire.

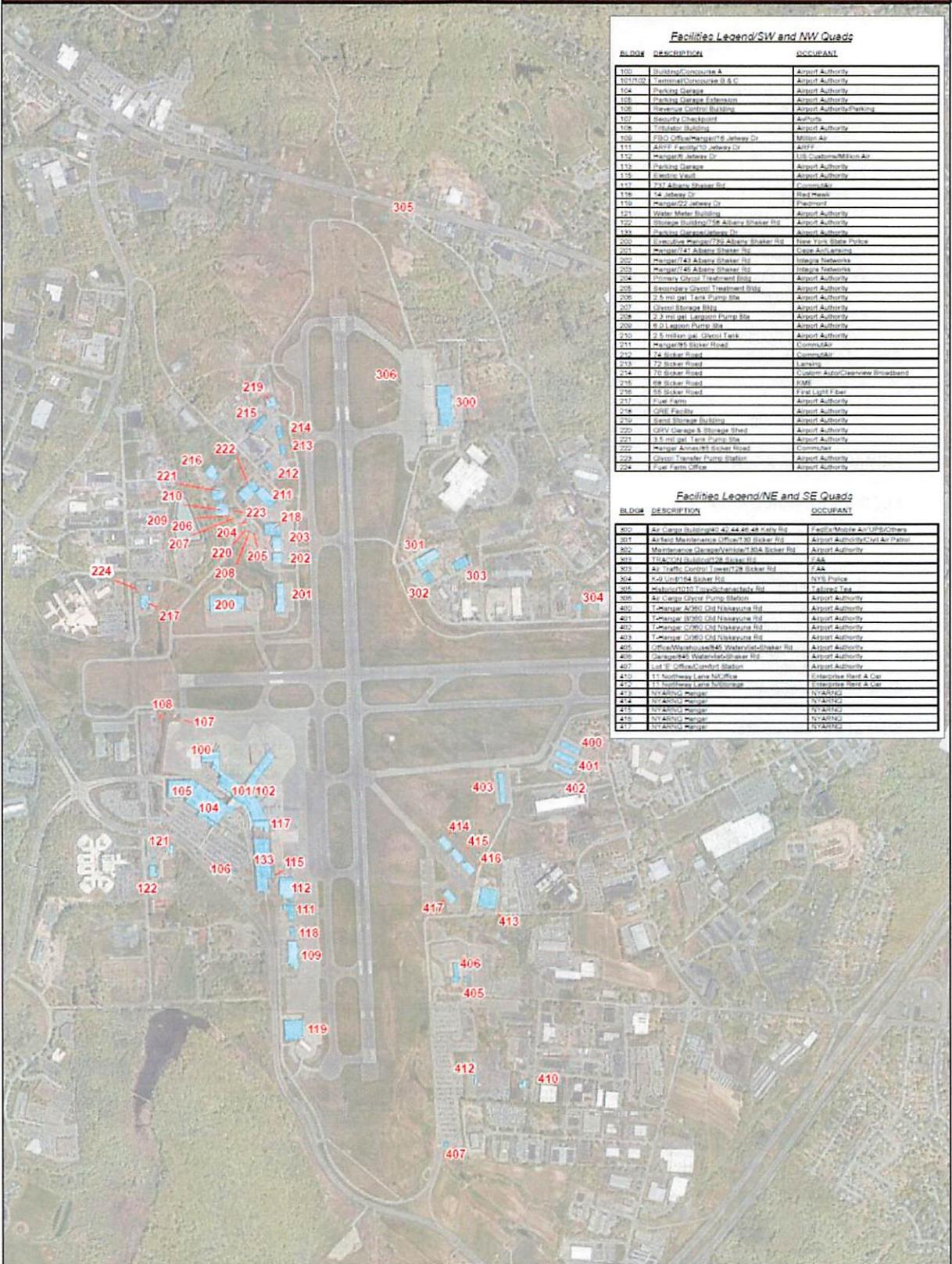
Coworkingcafe.com ranked Albany 4th as the best place for Female tech workers.

Livability.com ranked Albany as the 18th best city in the northeast to live for it's love of art, culture history and outdoor recreation.

## FLYING NONSTOP TO 25 DESTINATIONS



# Albany International Airport Property Inventory



**Facilities Legend/SW and NW Quads**

BLDG#	DESCRIPTION	OCCUPANT
100	Building/Concourse A	Airport Authority
101/102	Terminal/Concourse B & C	Airport Authority
104	Parking Garage	Airport Authority
105	Parking Garage Extension	Airport Authority
106	Revenue Control Building	Airport Authority/Parking
107	Security Checkpoint	Airport Authority
108	Trillium Building	Airport Authority
109	PISO Office/Manager 18 Jersey Dr	Millon Air
111	Airport Security/10 Jersey Dr	AirPT
112	Manager 18 Jersey Dr	US Customs/Millon Air
113	Parking Garage	Airport Authority
115	Restroom Vault	Airport Authority
117	7th Albany Shaker Rd	Comcast
118	14 Jersey Dr	Black Hawk
119	Manager 22 Jersey Dr	President
121	Water Meter Building	Airport Authority
122	Manager Building 18 Albany Shaker Rd	Airport Authority
124	Manager 22 Jersey Dr	Airport Authority
200	Executive Manager 790 Albany Shaker Rd	New York State Police
201	Manager 741 Albany Shaker Rd	Edge Airlines
202	Manager 743 Albany Shaker Rd	Intrepid Networks
203	Manager 45 Albany Shaker Rd	Intrepid Networks
204	Primary Glycol Treatment Bldg	Airport Authority
205	Secondary Glycol Treatment Bldg	Airport Authority
206	2.5 mgal Tank Pump Site	Airport Authority
207	Glycol Storage Bldg	Airport Authority
208	2.5 mgal Tank Pump Site	Airport Authority
209	6.0 mgal Tank Pump Site	Airport Authority
210	2.5 mgal Tank Glycol Tank	Airport Authority
211	Manager 95 Saker Road	Comcast
212	74 Saker Road	Comcast
213	72 Saker Road	Lanning
214	70 Saker Road	Logan Air/Chesrow Broadband
215	68 Saker Road	UPS
216	66 Saker Road	First Light Fuel
217	Fuel Farm	Airport Authority
218	GAZ Facility	Airport Authority
219	Hangar Storage Building	Airport Authority
220	GPU Garage & Storage Shed	Airport Authority
221	3.5 mgal Tank Pump Site	Airport Authority
222	Manager Accounts 81 Saker Road	Comcast
223	GPU Tanker Pump Station	Airport Authority
224	Fuel Farm Office	Airport Authority

**Facilities Legend/NE and SE Quads**

BLDG#	DESCRIPTION	OCCUPANT
300	Air Cargo Building 41 44 46 48 Kelly Rd	FedEx/Millon Air/UPS/Others
301	Airfield Maintenance Office 130 Saker Rd	Airport Authority/Truist Air Partner
302	Maintenance Garage/Vehicle 130A Saker Rd	Airport Authority
303	700/701 Building 70 Saker Rd	AAA
304	Air Traffic Control Tower 79 Saker Rd	FAA
304	Kull Uniph4 Saker Rd	NYS Police
305	Manager 1110 Tappancharterfield Rd	Palmer Taxi
306	Air Cargo Glycol Pump Station	Airport Authority
307	Manager 4090 Old Nassau Rd	Airport Authority
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### Population in the Air Trade Area

	2024	2020	2020 vs. 2010	2010	2010 vs. 2000	2000
<b>PRIMARY TRADE AREA</b>						
<b>State of New York</b>						
Albany County	319,964	313,987	3.20%	304,204	3.30%	294,565
Columbia County	60,299	61,403	-2.70%	63,096	0.00%	63,094
Fulton County	52,073	53,132	-4.30%	55,531	0.80%	55,073
Greene County	46,903	47,912	-2.70%	49,221	2.10%	48,195
Montgomery County	49,648	49,485	-1.50%	50,219	1.00%	49,708
Rensselaer County	160,749	160,900	0.90%	159,429	4.50%	152,538
Saratoga County	240,360	235,794	7.40%	219,607	9.50%	200,635
Schenectady County	162,261	159,315	3.00%	154,727	5.60%	146,555
Schoharie County	30,151	29,752	-9.20%	32,749	3.70%	31,582
Warren County	65,288	65,638	-0.10%	65,707	3.80%	63,303
Washington County	59,839	65,618	3.80%	63,216	3.60%	61,042
<b>State of Massachusetts</b>						
Berkshire County	128,726	128,774	-1.90%	131,219	-2.80%	134,953
<b>State of Vermont</b>						
Bennington County	38,047	37,300	0.50%	37,125	0.40%	36,994
<b>PRIMARY TRADE AREA</b>	<b>1,414,308</b>	<b>1,409,010</b>	<b>1.70%</b>	<b>1,386,050</b>	<b>3.60%</b>	<b>1,338,237</b>
<b>SECONDARY TRADE AREA</b>						
<b>State of New York</b>						
Delaware County	44,191	44,221	-7.80%	47,980	-0.20%	48,055
Dutchess County	299,963	295,398	-0.70%	297,488	6.20%	280,150
Essex County	36,744	37,326	-5.20%	39,370	1.30%	38,851
Hamilton County	5,082	5,073	4.90%	4,836	-10.10%	5,379
Herkimer County	59,585	60,024	-7.00%	64,519	0.10%	64,427
Otsego County	60,524	58,377	-6.20%	62,259	0.90%	61,676
Ulster County	182,977	181,627	-0.50%	182,493	2.70%	177,749
<b>State of Connecticut</b>						
Litchfield County	185,000	184,874	-2.70%	189,927	4.20%	182,193
<b>State of Massachusetts</b>						
Franklin County	70,871	70,930	-0.60%	71,372	-0.20%	71,535
Hampden County	464,151	464,407	0.20%	463,490	1.60%	456,228
Hampshire County	165,399	146,592	-7.30%	158,080	3.80%	152,251
<b>State of Vermont</b>						
Addison County	38,047	37,343	1.40%	36,821	2.40%	35,974
Rutland County	60,198	60,477	-1.90%	61,642	-2.80%	63,400
Windham County	45,627	45,850	3.00%	44,513	0.70%	44,216
Windsor County	57,697	57,744	1.90%	56,670	-1.30%	57,418
<b>SECONDARY TRADE AREA</b>	<b>1,776,056</b>	<b>1,750,263</b>	<b>-1.80%</b>	<b>1,781,460</b>	<b>2.40%</b>	<b>1,739,502</b>
<b>TOTAL PRIMARY AND SECONDARY TRADE AREA POPULATION</b>	<b>3,190,364</b>	<b>3,159,273</b>	<b>-0.30%</b>	<b>3,167,510</b>	<b>2.90%</b>	<b>3,077,739</b>
<b>State of New York</b>	<b>19,867,248</b>	<b>20,108,296</b>	<b>3.80%</b>	<b>19,378,102</b>	<b>2.10%</b>	<b>18,976,457</b>
<b>United States</b>	<b>340,110,988</b>	<b>331,511,512</b>	<b>7.40%</b>	<b>308,745,538</b>	<b>9.40%</b>	<b>282,171,936</b>

Sources: U.S. Department of Commerce, Bureau of the Census

**Students Enrolled in Colleges and Universities in Primary Air Trade Area**

<u>Name</u>	<u>County</u>	<u>Public/Private</u>	<u>Enrollment 2024</u>
University at Albany, State University of New York	Albany	Public	17,567
Excelsior University	Albany	Private	12,701
SUNY Empire State University	Albany	Public	11,139
Hudson Valley Community College	Rensselaer	Public	9,368
Rensselaer Polytechnic Institute	Rensselaer	Private	7,049
Siena College	Albany	Private	3,722
SUNY Schenectady County Community College	Schenectady	Public	3,700
Russell Sage College	Rensselaer	Private	2,790
Skidmore College	Saratoga	Private	2,704
SUNY Adirondack	Warren	Public	2,581
Union College	Schenectady	Private	2,046
Fulton-Montgomery Community College	Fulton-Montgomery	Public	1,946
SUNY Cobleskill	Schoharie	Public	1,882
Columbia-Greene Community College	Columbia-Greene	Public	1,699
Albany Medical College	Albany	Private	852
Albany College of Pharmacy	Albany	Private	837
Maria College	Albany	Private	745
Albany Law School	Albany	Private	669
Clarkson University	Albany	Private	193
			81,609

Source: Various

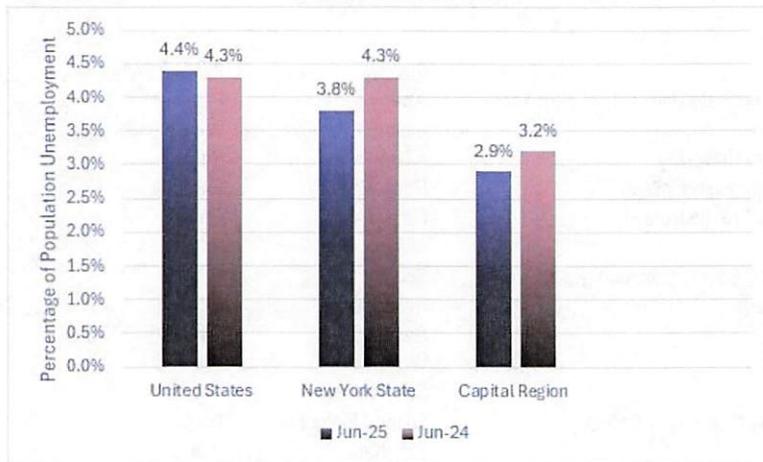
**Major Employers in Primary Air Trade Area**

<u>Rank</u>	<u>Employer</u>	<u>Industry</u>	<u>Employees 2024</u>
1	Albany Med Health System	Health Care	16,741
2	St. Peter's Health Partners	Health Care	11,154
3	Northeast Grocery Inc.	Retail Grocery, Headquarters, and Dist. Center	8,025
4	Hannaford Supermarkets	Retail Grocery	5,000
5	Regeneron Pharmaceuticals Inc.	Health Services	4,500
6	Stewart's Shops Corp.	Dairy Products/Convenience Stores	3,765
7	GE Vernona	Energy, Research, Industrial	2,700
8	Ellis Medicine	Health Care	2,689
9	Global Foundries	Semiconductor Manufacturing	2,500
10	Community Care Physicians	Health Care	1,940
11	Rensselaer Polytechnic Institute	Educational Services	1,790
12	Center for Disability Services	Health Care	1,785
13	Anthem Blue Cross	Health Insurance	1,708
14	St Mary's Healthcare	Health Care	1,635
15	Charter Communications	Communications	1,488
16	Broadview Federal Credit Union	Banking	1,375
17	CDPHP	Health Insurance Carrier	1,272

Source: Various

## Capital Region Unemployment Rate

June 2024 & 2025

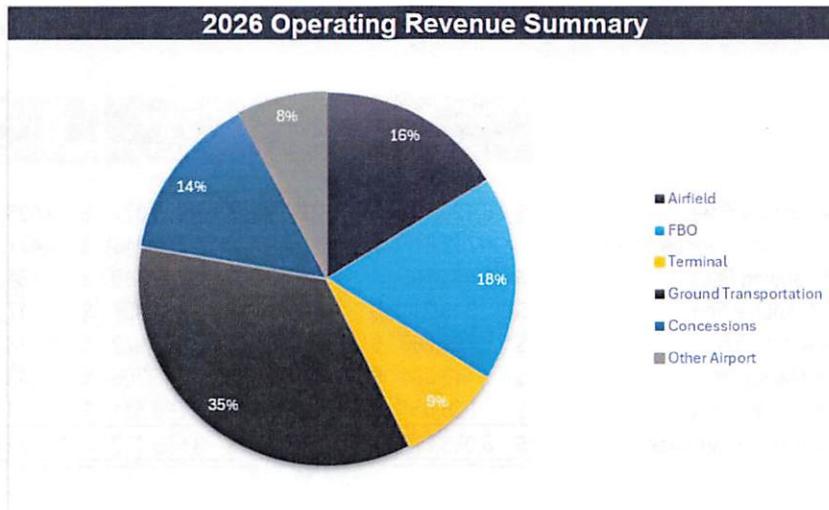


# REVENUES

## DESCRIPTION OF REVENUES

There are two types of revenues budgeted, operating and non-operating. Operating revenues are revenues generated through the daily operations of the Airport. Operating revenues are set forth in six categories; Airfield, Fixed Based Operator (FBO), Terminal, Ground Transportation, Concessions, and Other Airport. Non-operating revenues are generated from improvement charges and interest income.

Enplanements and general aviation operations are critical since certain major non-airline revenues are projected on a per enplanement basis or a per-general aviation operations basis. Revenue projections for these items are discussed in this section and may vary significantly with any variance in the projected statistics for enplanements or general aviation operations. It is estimated that enplanements for 2026 will be 1,581,000 which is 2.00% greater than the projected 2025 enplanements of 1,550,000.



Total operating revenues for 2026 are budgeted at \$69,967,292 before revenue sharing which is 3.0% higher than the 2025 projected amount of \$67,898,483 including revenue sharing. Below is a revenue summary of audited 2024, budgeted 2025, projected 2025, and budgeted 2026:

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Airfield	\$ 8,083,775	\$ 10,126,730	\$ 8,559,452	\$ 10,729,077
FBO	\$ 12,580,220	\$ 12,889,430	\$ 12,386,624	\$ 12,355,534
Terminal	\$ 8,110,228	\$ 9,068,510	\$ 6,496,917	\$ 5,247,260
Ground Transportation	\$ 18,733,652	\$ 19,713,796	\$ 25,286,311	\$ 26,139,850
Concessions	\$ 9,396,750	\$ 9,396,750	\$ 9,931,037	\$ 10,134,549
Other Airport	\$ 5,071,805	\$ 5,205,602	\$ 5,238,142	\$ 5,361,022
<b>Total Operating Revenues</b>	<b>\$ 61,976,430</b>	<b>\$ 66,400,818</b>	<b>\$ 67,898,483</b>	<b>\$ 69,967,292</b>

## REVENUE ASSUMPTIONS

Airfield and terminal revenue are dependent and on the calculated airline rates and charges in the new 2026 Airline Use and Lease Agreement. These revenue sources include the airline landing fee and terminal rental income as well as the year-end revenue sharing calculation. Because the revenue sharing amounts are reflected as a offset to revenues, the airfield and terminal categories can vary depending on the year-end results.

Ground transportation which accounts for 35% of total revenues is projecting an increase due to the increase in enplanements. Concession revenues which account for 14% of total revenues is also budgeted with an increase also due to the increase in enplanements.

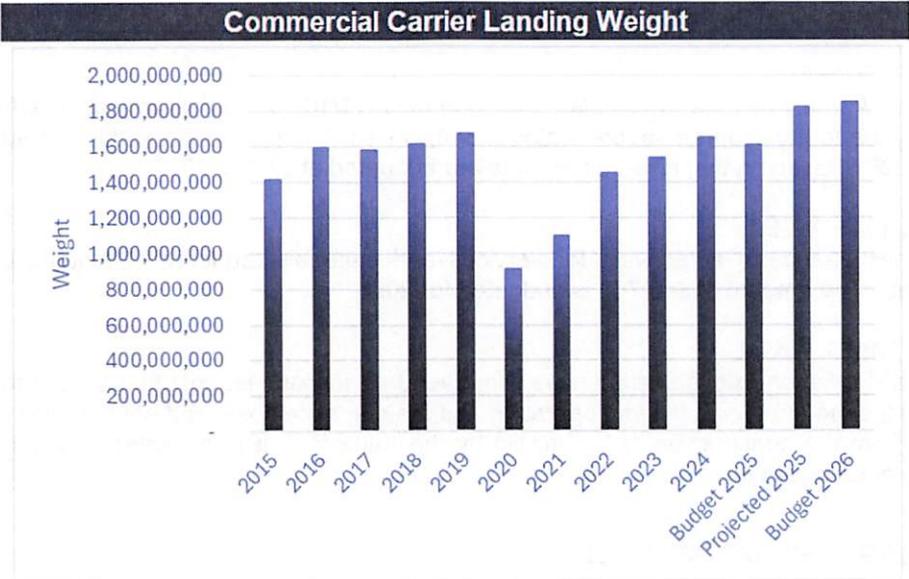
The Authority's management of the FBO operations generates revenues from Jet-A fuel sales; AvGas fuel sales, auto gas sales, diesel fuel sales, into-plane, fuel farm, deicing, properties, and customer service. FBO operations account for 18% of total revenues and are dependent on a few different factors such as the winter weather and the amount of general aviation traffic. For 2026, it has been budgeted with the same number of glycol gallons sold or sprayed as in previous years. General aviation traffic has been budgeted to be in line with the 2025 budget.

## AIRFIELD

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Airline Landing Fees	\$ 6,120,409	7,670,160	\$ 7,030,337	\$ 9,028,000
Airline Airfield Revenue Sharing	(712,847)	\$ (683,775)	\$ (1,275,043)	\$ (1,477,081)
Cargo Landing Fees	\$ 623,705	997,150	\$ 648,480	\$ 854,000
Glycol Disposal Fee	\$ 348,211	\$ 301,436	\$ 404,487	\$ 317,500
Airline Apron Fee	\$ 799,369	\$ 1,005,383	\$ 908,972	\$ 1,138,138
Tenant Maintenance	\$ 48,394	\$ 30,000	\$ 43,708	\$ 43,708
Control Tower Rental	\$ 856,534	\$ 806,376	\$ 798,511	\$ 824,812
<b>Total Airfield Revenues</b>	<u>\$ 8,083,775</u>	<u>\$ 10,126,730</u>	<u>\$ 8,559,452</u>	<u>\$ 10,729,077</u>

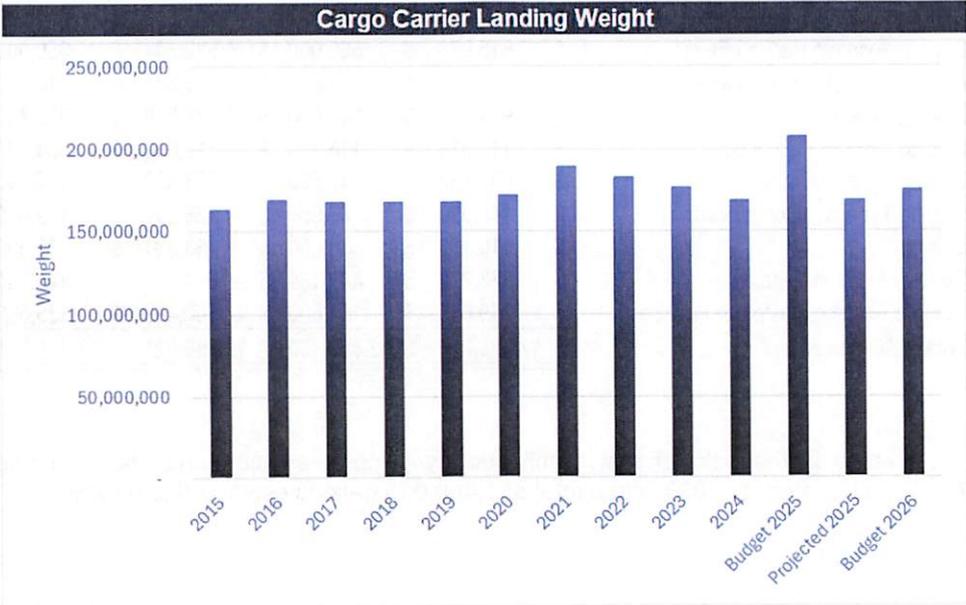
### AIRLINE LANDING FEES

The commercial landed weight for 2026 is expected to be 1,850,000 pounds which is in line with the 2025 projected amount of 1,821,331 due to a conservative budget estimate. Under the Airline Use and Lease Agreement the landing fee for signatory airlines in 2026 will be \$4.88 per 1,000 pounds of Maximum Gross Landed Weight (MGLW). The rate for non-signatory airlines is 125 percent of the signatory rate or \$6.10. Using the calculated signatory and non-signatory landing fee rates, landing fees for 2026 are budgeted at \$9,028,000. The following table shows the commercial landed weights for the last 10 years along with the amount budgeted for 2026:



**CARGO LANDING FEES**

There are two major cargo carriers that have signed the Cargo Carrier Airfield Use Agreement for the 2019-2025 renewal term. For 2026, the signatory cargo carriers will be charged the signatory landing fee of \$4.88. The non-signatory cargo carriers will be charged the non-signatory landing fee of \$6.10. Air cargo landing weight projected for 2026 will be 175,000 forecasting 4% higher than the 2025 projected amount of 168,000; as demonstrated in the table below. The cargo landing fees for 2026 are budgeted at \$854,000.



**GLYCOL DISPOSAL FEE**

The glycol disposal fee is used to offset a portion of the direct costs associated with the removal and disposal of the glycol deicing fluid collected after use on aircraft. The fee is \$2.30 per gallon

and it is projected that there will be 138,00 gallons used. For 2026, \$317,500 is budgeted.

#### AIRLINE APRON FEES

The Airline Apron Fee rate is calculated as one-tenth (1/10) of overall projected airfield costs divided by the terminal apron square footage (504,441 sq. ft.). For 2026 the rate per square foot will be \$2.26. Based on that rate, Apron Fees are budgeted at \$1,138,138.

#### TENANT MAINTENANCE

Tenant maintenance is a recovery for services and materials rendered to tenants by Airport employees. The amount of \$43,708 is budgeted for 2026.

#### CONTROL TOWER RENTAL

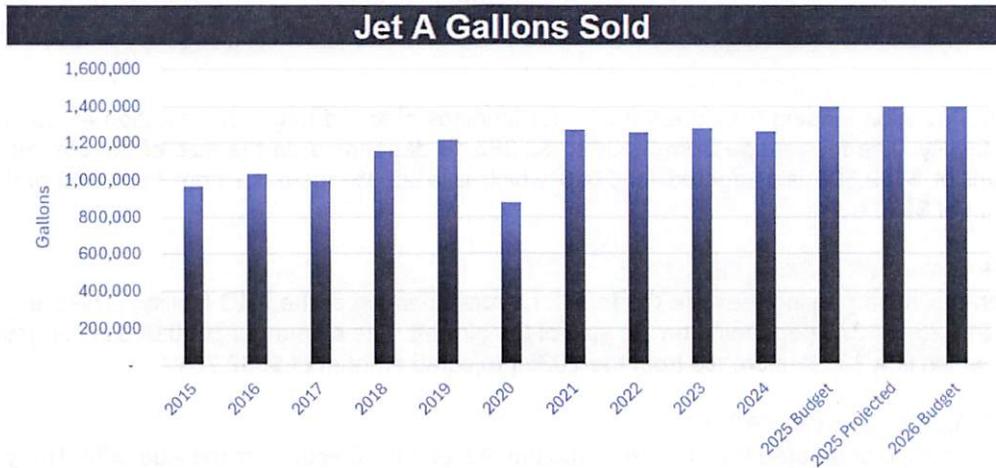
The Federal Aviation Administration pays rent based on the annual cost to maintain the facility. This includes the direct and indirect operating and maintenance costs and debt service payments resulting from the construction of the facility by the Authority. It is projected this will generate \$824,812 of revenues in 2026.

### FIXED BASE OPERATOR (FBO)

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
FBO				
Jet A Fuel Sales	\$ 6,386,831	\$ 7,450,000	\$ 6,427,372	\$ 6,167,000
Avgas Fuel Sales General Aviation	\$ 493,629	\$ 424,350	\$ 423,712	\$ 462,400
Auto Gas Fuel Sales	\$ 90,884	\$ 95,000	\$ 114,839	\$ 115,000
Diesel Fuel Sales	\$ 166,515	\$ 200,000	\$ 177,266	\$ 175,000
Into-plane	\$ 768,515	\$ 810,000	\$ 811,485	\$ 875,000
Fuel Farm	\$ 1,032,116	\$ 916,500	\$ 1,020,926	\$ 1,230,000
General Aviation Landing Fees	\$ 512,066	\$ 340,000	\$ 383,635	\$ 482,500
General Aviation Parking Fees	\$ 615,028	\$ 550,000	\$ 532,704	\$ 650,000
Avgas Fuel Sales Commercial	\$ 17,104	\$ 20,000	\$ 16,837	\$ 18,000
Deicing Type I - Sprayed	\$ 964,513	\$ 843,600	\$ 1,039,618	\$ 916,740
Deicing Type IV - Sprayed	\$ 112,314	\$ 118,350	\$ 112,947	\$ 84,630
Deicing Type I - Consortium	\$ 530,496	\$ 440,550	\$ 468,382	\$ 427,890
Deicing Type IV - Consortium	\$ 142,099	\$ 66,950	\$ 128,399	\$ 112,030
Deicing - GA	\$ 110,193	\$ 30,000	\$ 63,331	\$ 62,500
General Aviation Tenants	\$ 388,272	\$ 449,130	\$ 507,756	\$ 441,344
General Aviation Customer Services	\$ 249,645	\$ 135,000	\$ 157,415	\$ 135,500
<b>Total FBO Revenues</b>	<b>\$ 12,580,220</b>	<b>\$ 12,889,430</b>	<b>\$ 12,386,624</b>	<b>\$ 12,355,534</b>

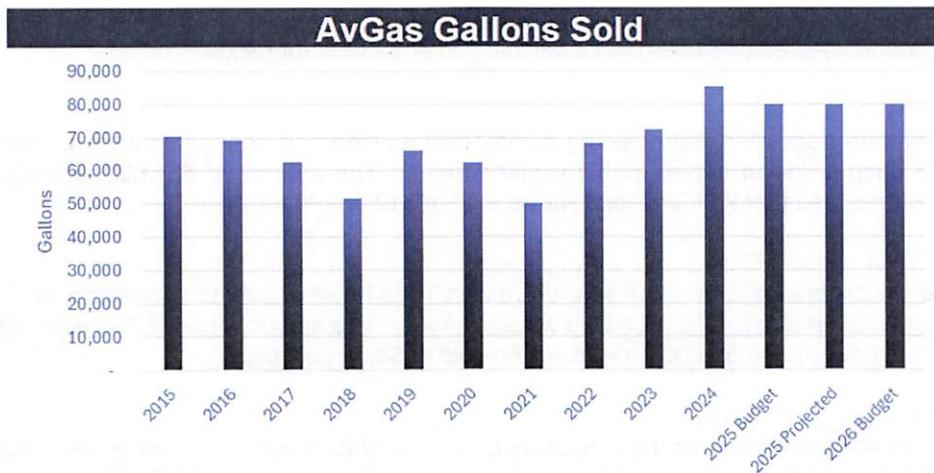
#### JET-A FUEL SALES

Jet-A Fuel sales is the sale of fuel purchased by general aviation and charter companies. \$6,167,000 is budgeted for 2026 with a total of 1,400,000 gallons estimated to be sold.



**AVGAS FUEL SALES**

AvGas fuel sales is the sale of fuel purchased by general aviation customers at the FBO. The amount of \$462,400 is budgeted for 2026 with an estimated 80,000 gallons sold.



**AUTO GAS FUEL SALES**

Auto gas fuel sales are the sale of gasoline to the airlines for ground equipment. The amount of \$115,000 is budgeted for 2026 which is in line with the 2025 projected amount.

**DIESEL FUEL SALES**

Diesel fuel sales are the sale of diesel fuel to the airlines for ground equipment. The amount of \$175,000 is budgeted for 2026 which is in line with the 2025 projected amount.

**INTO PLANE**

Into Plane is the fee based on fuel pumped for the commercial airlines. A rate of \$60 per fueling for non-signatory airlines and \$50 per fueling for signatory airlines is charged. The amount of \$875,000 is budgeted for 2026 which reflects an increase in the fee of \$5.00 per fueling.

**FUEL FARM**

Fuel Farm is a recovery fee for operating expenses by charging a fuel-flowage fee of \$0.05 per gallon and a glycol flowage fee of \$0.30 per gallon in 2026. The amount of \$1,230,000 is budgeted for 2026 which is 20.5% higher than the 2025 projected amount of \$1,020,926. It is projected there

will be 20,000,000 gallons of fuel charged a fuel-flowage fee and 100,000 gallons of glycol charged a flowage fee.

#### GENERAL AVIATION LANDING FEES

General aviation landing fees are the fees for landings charged to general aviation aircraft at the FBO facility. The fees range from \$8.08 to \$2,363.10 depending on the size of the aircraft. The amount of \$482,500 is budgeted for 2026 which is a 25.8% increase from the 2025 projected amount of \$383,635.

#### GENERAL AVIATION PARKING FEES

General aviation parking fees are the fees for aircraft parking at the FBO facility. The fees range from \$11.25 to \$875 depending on the size of the aircraft. The amount of \$650,000 is budgeted for 2026 which is a 22.0% increase from the 2025 projected amount of \$532,704.

#### AVGAS FUEL SALES COMMERCIAL

This is revenue generated from a carrier who purchases fuel directly from the Authority. This carrier is projected to purchase 4,000 gallons of Avgas at \$4.50 per gallon. The amount of \$18,000 is budgeted for 2026.

#### DEICING TYPE I - SPRAYED

This is revenue generated from deicing commercial airlines and general aviation planes and is difficult to budget due to unpredictable winter weather. The amount of \$916,740 is budgeted for 2026. It is predicted that 66,000 gallons will be sold at \$13.89 per gallon.

#### DEICING TYPE IV - SPRAYED

This is revenue generated from deicing commercial airlines and general aviation planes and is difficult to budget due to unpredictable winter weather. The amount of \$84,630 is budgeted for 2026. It is predicted that 7,000 gallons will be sold at \$12.09 per gallon.

#### DEICING TYPE I - CONSORTIUM

This is revenue generated from the sale of Deicing Type I fluid at cost to commercial airlines and is difficult to budget due to unpredictable winter weather. The amount of \$427,890 is budgeted for 2026. It is predicted that 51,000 gallons will be sold at \$8.39 per gallon.

#### DEICING TYPE IV - CONSORTIUM

This is revenue generated from the sale of Deicing Type IV fluid at cost to commercial airlines and is difficult to budget due to unpredictable winter weather. The amount of \$112,030 is budgeted for 2026. It is predicted that 17,000 gallons will be sold at \$6.59 per gallon.

#### DEICING GENERAL AVIATION

This is revenue generated from deicing general aviation aircraft and is difficult to budget due to unpredictable winter weather. The amount of \$62,500 is budgeted for 2026. It is predicted that 2,500 gallons of Type I will be sold at \$21.00 per gallon and 400 gallons of Type IV will be sold at \$23.00 per gallon.

#### GENERAL AVIATION TENANTS

General aviation tenants rent space in the FBO facility such as office and hangar space. The amount of \$441,344 is budgeted for 2026 which is 13.1% lower than the 2025 projected amount of \$507,756.

#### GENERAL AVIATION CUSTOMER SERVICE

Customer service is revenue received from ground handling, international waste fees and other general aviation services. The amount of \$135,500 is budgeted for 2026 which is 13.9% lower than the 2025 projected amount of \$157,415.

## TERMINAL

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Airline Space Rental	\$ 9,081,416	\$ 9,976,714	\$ 9,603,472	\$ 9,493,647
Airline Terminal Revenue Sharing	(2,851,388)	\$ (2,735,099)	\$ (5,100,171)	\$ (5,908,325)
Loading Bridge Rentals	\$ 976,862	\$ 897,387	\$ 984,233	\$ 745,324
TSA Space Rental	\$ 565,554	\$ 565,538	\$ 565,538	\$ 565,538
Non-Airline Space Rental	\$ 267,547	\$ 297,491	\$ 322,074	\$ 282,921
Non-Signatory Per Turn Fee	\$ 6,504	\$ 9,000	\$ 51,605	-
Tenant Maintenance	\$ 26,820	\$ 20,559	\$ 31,566	\$ 24,000
Utility Reimbursement	\$ 36,913	\$ 36,920	\$ 38,600	\$ 44,155
<b>Total Terminal Revenues</b>	<b>\$ 8,110,228</b>	<b>\$ 9,068,510</b>	<b>\$ 6,496,917</b>	<b>\$ 5,247,260</b>

### AIRLINE SPACE RENTAL

The Authority leases ticket counters, offices, baggage make-up rooms, gate/lounge areas and the baggage claim area in the terminal to the airlines servicing the Airport. Under the Airline Use and Lease Agreement (more on the airline use and lease agreement in section ten) the terminal signatory airline rental rate for 2026 is projected at \$132.66 annually per square foot versus \$140.14 annually per square foot in the 2025 adopted budget. The rate for non-signatory airlines will be 125% of the signatory rate or \$165.83 for 2026 versus \$175.05 budgeted for 2025. Space rental fees budgeted for 2026 are \$9,493,647.

### TSA SPACE RENTAL

The Federal Transportation Security Administration pays rent for administrative space in the terminal. The rent includes both the direct and administrative costs incurred in maintaining their space plus an amount to amortize the construction costs over the five-year term of their Agreement. Revenue budgeted for 2026 is \$565,538, in line with the 2025 budget and projected amounts.

### LOADING BRIDGES

The Authority leases 16 loading bridges. The rental rate charged to the airlines is based on the estimated direct and indirect costs to maintain the loading bridges. This includes both the operating and maintenance costs along with the debt service incurred to finance the purchase of bridges. For 2026 the charge per loading bridge will be \$46,583.00 annually versus \$70,302.38 per bridge in 2025. The amount per bridge decrease in 2026 due to two new jet bridges installed in 2025. The amount budgeted for 2026 is \$745,324.

### NON-AIRLINE SPACE RENTAL

The Authority leases terminal space to non-airline tenants such as car rental companies, baggage delivery companies and others at one-half the signatory airline rental rate of \$66.33 annually per square foot in 2026 versus \$70.07 in 2025. The amount budgeted for 2026 is \$282,921.

### TENANT MAINTENANCE

The Authority performs various maintenance and repairs in-lieu of tenants hiring outside contractors. The Authority bills the tenants for the materials and labor incurred. \$24,000 is budgeted for 2026.

### UTILITY REIMBURSEMENT

TSA reimburses the Authority for electricity they use for equipment to check luggage at the checkpoint and behind the ticket counters. The amount budgeted for 2026 is \$44,155.

## GROUND TRANSPORTATION

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Parking	\$ 18,193,177	\$ 19,107,600	\$ 24,800,000	\$ 25,731,850
Access Fees	\$ 147,636	\$ 238,166	\$ 79,787	-
TNCs	\$ 392,839	\$ 368,030	\$ 406,524	\$ 408,000
<b>Total Parking Revenues</b>	<b>\$ 18,733,652</b>	<b>\$ 19,713,796</b>	<b>\$ 25,286,311</b>	<b>\$ 26,139,850</b>

### PUBLIC PARKING

Daily parking rates in short term, garage, long term, and economy parking lots are \$24, \$18, \$12, and \$7 respectively. For 2026, the parking revenue is projected to be \$25,731,850, or a revenue per enplanement (RPE) of \$16.25. Also included in public parking revenues are the fees collected from 1,000 Albany based Airport employees and 135 non-Albany based employees.

Available public parking spaces:

	As of Sept 2025	Daily Parking Rate
Short Term - Garage/Surface	181	\$24.00
North Garage	1,912	\$18.00
South Garage	1,000	\$18.00
Long Term	1,880	\$12.00
Economy Lot	2,763	\$7.00
Rental Cars	307	
Employee Lot	276	
<b>Total</b>	<b>8,319</b>	

### ACCESS FEES

The Authority collects a fee from the off-airport companies that derive revenue from the services they provide to Airport customers. These companies include: limousine companies, hotels and motels, off-airport parking facilities, and taxi cab companies. These companies have access to the commercial waiting zone in front of the terminal building and are charged for each entrance, an annual fee or a percentage of gross revenues. These fees have been suspended during 2025 and 2026 due to the elimination of the commercial lane due to the terminal construction project.

### TRANSPORTATION NETWORK COMPANIES (TNC)

The Authority collects a \$2.09 fee from transportation network companies (Uber and Lyft) for each vehicle entrance to drop off or pickup passengers. \$408,000 is budgeted for 2026.

## CONCESSIONS

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Rental Cars	\$ 6,984,590	\$ 6,511,300	\$ 6,850,624	\$ 6,988,020
Food and Beverage	\$ 1,534,321	\$ 1,490,000	\$ 1,560,301	\$ 1,596,810
Retail	\$ 1,018,441	\$ 953,600	\$ 1,033,691	\$ 1,059,270
Advertising	(6,550)	-	-	-
Operating Permits	\$ 382,381	\$ 348,420	\$ 391,862	\$ 395,253
Telephone - Tenants	\$ 49,847	\$ 49,032	\$ 47,505	\$ 45,916
Bank ATMs	\$ 14,577	\$ 14,598	\$ 14,498	\$ 14,480
Vending Machines	\$ 15,574	\$ 14,900	\$ 17,355	\$ 19,800
Baggage Cart Concessions	\$ 15,871	\$ 14,900	\$ 15,201	\$ 15,000
<b>Total Concession Revenues</b>	<b>\$ 10,009,052</b>	<b>\$ 9,396,750</b>	<b>\$ 9,931,037</b>	<b>\$ 10,134,549</b>

The Airport Authority receives various percentages of gross sales from on-site concessionaires servicing the Airport customers and the traveling public. Concessions include: rental cars, food and beverages, retail, ground handling, vending machines, ATM, and baggage cart rentals.

Revenues for concessions are based on enplanements for the 2026 budget at 1,581,000 and 1,550,000 for projected 2025. Revenues per enplanement (RPE) are calculated by using an average year-to-year increase of sales per passenger and then by multiplying the RPE by the enplanements to get the projected and budgeted revenues for concessions.

Concession revenues are projected as follows:

	2025 RPE	Projected 2025	2026 RPE	Budget 2026	2026 Budget vs Projected 2025
Rental Cars	\$ 4.42	\$ 6,850,624	\$ 4.42	\$ 6,988,020	2.0%
Food & Beverage	1.01	1,560,301	1.01	1,596,810	2.3%
Retail	0.67	1,033,691	0.67	1,059,270	2.5%
Operating Permits	0.25	391,862	0.25	395,263	0.9%
Telephone-Tenants	0.03	47,505	0.03	45,916	-3.3%
Bank ATMs	0.01	14,498	0.01	14,480	-0.1%
Vending Machines	0.01	17,355	0.01	19,800	14.1%
Baggage Cart Concessions	0.01	15,201	0.01	15,000	-1.3%
<b>Total</b>	<b>\$ 6.41</b>	<b>\$ 9,931,037</b>	<b>\$ 6.41</b>	<b>\$ 10,134,559</b>	<b>2.0%</b>

## OTHER AIRPORT

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Land Rental	\$ 360,139	\$ 363,074	\$ 385,262	\$ 391,994
Industrial Park	\$ 576,759	\$ 617,937	\$ 627,765	\$ 627,302
T Hangars	\$ 163,490	\$ 176,328	\$ 166,062	\$ 195,960
Tie Downs	\$ 1,633	\$ 1,586	\$ 1,635	\$ 1,680
Parking Garage Space Rent	\$ 90,552	\$ 89,702	\$ 88,833	\$ 93,294
Parking Garage Kiosk Rent	\$ 21,600	\$ 21,600	\$ 21,600	\$ 21,600
Hangar Rentals	\$ 929,960	\$ 950,492	\$ 956,803	\$ 1,013,693
Building Rental	\$ 105,322	\$ 76,965	\$ 76,238	\$ 105,752
Cargo Building Rental	\$ 1,315,505	\$ 1,341,818	\$ 1,328,598	\$ 1,315,376
State Executive Hangar/Maint	\$ 1,247,083	\$ 1,247,083	\$ 1,247,087	\$ 1,247,083
Utility Reimbursement	\$ 145,890	\$ 165,000	\$ 192,343	\$ 176,030
Reimbursement of Property Taxes	\$ 39,244	\$ 25,357	\$ 32,598	\$ 45,000
Internet and Cable Access	\$ 2,660	\$ 2,660	\$ 2,658	\$ 2,660
Fingerprinting	\$ 46,828	\$ 39,000	\$ 44,855	\$ 45,600
Tenant Maintenance	\$ -	\$ 2,000	\$ 998	\$ 998
Scrap and Equipment Sales	\$ 10,812	\$ 5,000	\$ 17,329	\$ 5,000
Other	\$ 14,328	\$ 80,000	\$ 47,478	\$ 72,000
<b>Total Other Revenues</b>	<b>\$ 5,071,805</b>	<b>\$ 5,205,602</b>	<b>\$ 5,238,142</b>	<b>\$ 5,361,022</b>

### LAND RENTAL

The Airport Authority charges rent for property owned by the Airport. The land rental charges are calculated based on a rate times the square footage or acreage occupied. The amount of \$391,994 budgeted for 2026 is 2 % higher than the 2025 projected revenues of \$385,262 due to annual increases.

### INDUSTRIAL PARK

In 2001, the Authority purchased a 9½-acre site, now known as the Airport Industrial Park, with four warehouse buildings, all of which are currently leased. It is anticipated that in 2026 the Industrial Park will generate \$627,302 in revenues, which is 0.1% lower than the 2025 projected revenues of \$627,765.

### GENERAL AVIATION T-HANGARS

The Authority collects fees for the rental of the T-Hangars used by the general aviation community. Revenue of \$195,960 is budgeted for 2026.

### GENERAL AVIATION TIE-DOWNS

It is anticipated that in 2026 the Tie-Downs will generate \$1,680.

### PARKING GARAGE SPACE & KIOSK RENT

Included in the 2009 rental car agreement is return space and kiosk rent for the rental cars. The \$93,294 budgeted for 2026 which is 307 spaces at \$303.89 per space and four kiosks at \$21,600.

### HANGAR RENTAL

The Authority owns hangars in the northwest quadrant of the airport it rents to various tenants. The \$1,013,693 budgeted for 2026 is 6% higher than the 2025 projected amount of \$956,803 due to annual increases.

#### BUILDING RENTAL

The Authority rents out various portions of buildings to various tenants. The 2026 budgeted amount is \$105,752 which is 39% more than the 2025 projected amount of \$76,238.

#### CARGO BUILDING RENTAL

The Authority owns a cargo facility that includes tenants such as FedEx, UPS and GAT. Cargo building rental fees of \$1,315,376 are budgeted for 2026.

#### STATE EXECUTIVE HANGAR

In December 2000, the Authority issued debt to finance the construction of the New York State Police Executive Hangar and entered into a lease with the State of New York. The payments for 2026 are \$1,247,083 per the lease agreement and will be sufficient to meet the debt service payments and any other costs anticipated to be incurred by the Airport for maintenance of the facility.

#### UTILITY REIMBURSEMENT

The Authority receives reimbursement from certain tenants for utility costs associated with their leased space. This revenue is calculated based on the actual kilowatt usage for electric or therm usage for natural gas times the current charge that the Authority receives from the electric/gas supplier. It is anticipated there will be \$176,030 reimbursed for 2026 which is in line with the projected 2025 amount of \$192,343.

#### REIMBURSEMENTS OF PROPERTY TAXES

There are tenants located on landside property the Authority owns that are not aviation related businesses and therefore, real estate property taxes are levied on these properties. The tenants are obligated to reimburse the Authority for these taxes. Reimbursement is projected to be \$45,000 for 2026.

#### INTERNET AND CABLE ACCESS

The Authority receives reimbursement from certain Airport tenants who utilize the Authority's internet access network and the cable television network within the terminal. It is anticipated that \$2,660 of revenues will be generated in 2026.

#### FINGERPRINTING

The Authority collects a fee of \$38.00 per person for based tenants and \$48.00 per person for non-based tenants which includes an \$11.00 processing fee to offset the costs incurred to process fingerprints for Airport security clearance. There is also a badge renewal fee of \$22.00 and a fee for lost cards; \$50 for the first offense, \$75 for the second offense and \$125 for the third offense. It is anticipated that \$45,600 in revenues will be generated in 2026. The Airport processes approximately 700 fingerprint applications a year which includes Airport employees.

#### TENANT MAINTENANCE

The Authority performs various maintenance and repairs in-lieu of tenants hiring outside contractors. The Authority bills the tenants for the materials and labor incurred. It is projected that \$998 will be generated for 2026.

#### SCRAP AND EQUIPMENT SALES

The Authority utilizes an internet auctioning web site, Gov Deals for the disposal of Airport surplus items. Revenues result from Gov Deals sales together with the proceeds from the sale of surplus or scrap materials, equipment and abandon vehicles and other unclaimed items lost or abandoned by users of the Airport. The amount of \$5,000 is budgeted for 2026.

OTHER

Various miscellaneous revenues are collected from non-repetitive sources. Revenues of \$72,000 are budgeted for 2026.

**NON-OPERATING REVENUES**

	<b>Audited 2024</b>	<b>Budget 2025</b>	<b>Projected 2025</b>	<b>Budget 2026</b>
Interest Earnings	\$ 3,043,592	\$ 1,700,000	\$ 1,400,554	\$ 1,400,554
TSA Reimbursement	\$ 50,996	\$ -	\$ -	\$ -
Improvement Charges	\$ 368,400	\$ 368,400	\$ 368,400	\$ 368,400
<b>Total Non-Operating Revenues</b>	<b><u>\$ 3,462,988</u></b>	<b><u>\$ 2,068,400</u></b>	<b><u>\$ 1,768,954</u></b>	<b><u>\$ 1,768,954</u></b>

INTEREST EARNINGS

The Airport receives revenues from interest generated by investment of operating, capital, and reserve funds. There is \$1,400,554 budgeted in 2026.

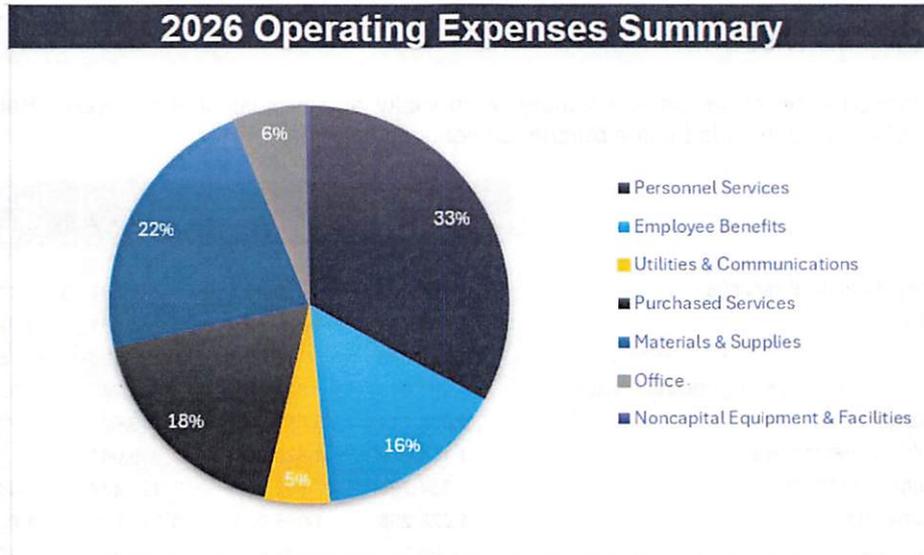
IMPROVEMENT CHARGES

The rental car agreements provide for \$100.00 per space per-month for the 307 assigned spaces in the garage to pay the financing costs for constructing these spaces for their use. Revenues of \$368,400 are included in the 2026 budget.

# EXPENSES

## SUMMARY OF EXPENSES BY CATEGORY

Budgeted operating expenses for 2026 are \$53,682,152 which is 3.5% higher than the \$51,881,922 projected for 2025. Operating expenses include expenses for Avports and Million Air's management of the Airport and FBO functions.



Expenses by Category	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 14,895,974	\$ 16,479,190	\$ 15,860,937	\$ 17,865,666
Employee Benefits	\$ 6,522,276	\$ 7,270,435	\$ 7,093,243	\$ 8,177,373
Utilities & Communications	\$ 2,405,448	\$ 3,018,035	\$ 2,996,591	\$ 2,832,414
Purchased Services	\$ 10,834,532	\$ 10,890,312	\$ 10,767,685	\$ 9,896,611
Materials & Supplies	\$ 11,908,277	\$ 12,798,891	\$ 11,891,798	\$ 11,966,737
Office/Administration	\$ 2,831,533	\$ 2,523,411	\$ 2,429,311	\$ 2,775,351
Noncapital Equipment & Facilities	\$ 544,443	\$ 1,098,000	\$ 842,357	\$ 168,000
<b>Total Operating Expenses</b>	<b>\$ 49,942,483</b>	<b>\$ 54,078,274</b>	<b>\$ 51,881,922</b>	<b>\$ 53,682,152</b>

## PERSONNEL SERVICES

This includes salaries for Avports, Million Air, and Airport Authority personnel. There is an increase of 12.6% in the 2026 budget of \$17,865,666 over the 2025 projected amount of \$15,860,937. COLA increases for employees and pay rate adjustments have been provided for 2026 as dictated in various union contracts or other agreements. Additional staffing has been added to the 2026 budget for additional custodial employees for the new terminal departure area, parking maintenance employees to keep up with the daily maintenance of two parking garages and additional staff in airfield maintenance to reduce overtime costs.

## EMPLOYEE BENEFITS

Employee Benefits are budgeted at \$8,177,373 for 2026 which is a 15% increase from the 2025 projected amount of \$7,093,243. This increase is due to the inflating costs of health insurance.

## UTILITIES AND COMMUNICATIONS

This includes expenses to be incurred for electric charges, natural gas, sewer, water and communications. The \$2,832,414 budgeted for 2026 is 5.5% less than projected 2025 amount of \$2,996,591.

## PURCHASED SERVICES

This purchased services includes a variety of specialty and professional services. Below is a summary of services included in the purchased services category:

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Accounting & financial services	\$ 156,927	\$ 250,000	\$ 205,861	\$ 114,250
Insurance	1,131,789	1,225,593	1,236,581	1,426,700
Legal	145,076	50,000	107,490	60,000
Appraisal, architectural & engineering services	201,613	320,000	243,212	139,592
Public Safety	6,054,214	5,516,935	5,716,608	4,730,850
Janitorial & refuse removal	1,174,579	1,520,284	1,349,061	<u>1,678,387</u>
Public communications	534,726	503,000	459,437	440,864
Professional management	1,028,298	1,005,000	1,017,209	1,051,000
Special Studies	89,564	99,500	104,835	102,100
Other professional services	317,746	400,000	327,391	152,868
<b>Total Operating Expenses</b>	<u>\$ 10,834,532</u>	<u>\$ 10,890,312</u>	<u>\$ 10,767,685</u>	<u>\$ 9,896,611</u>

## ACCOUNTING AND FINANCIAL SERVICES

This category includes expenses to be incurred for the independent CPA firm employed to perform the year-end audit and for the firm employed to prepare the rates and charges and revenue sharing report analysis for the airlines. \$114,250 is budgeted for 2026 to cover these services.

## INSURANCE

The \$1,426,700 budgeted for 2026 is 15.4 % greater than the 2025 projected amount of \$1,236,581 primarily due to an increase in insurance costs. Following is a summary of the 2024 audited, the 2025 budgeted, the 2025 projected and 2026 budgeted insurance coverage costs for the Authority:

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Airport Liability	\$ 404,282	\$ 344,938	\$ 467,051	\$ 496,000
Automotive	90,329	78,729	114,764	120,000
Environmental Liability	84,272	96,745	47,165	101,000
Property Insurance	384,534	463,215	398,019	494,000
Crime	8,152	8,967	8,020	8,200
Public Officials Liability	43,051	50,338	47,581	48,000
Cyber Liability Insurance	49,232	55,039	46,856	50,000
Violent and Malicious Acts	16,341	17,122	15,978	17,000
Builders Risk	11,025	25,000	11,025	12,500
Agent Fee	53,439	65,000	60,000	60,000
Insurance Claims	(12,868)	20,500	20,122	20,000
<b>TOTAL</b>	<u>\$ 1,131,789</u>	<u>\$ 1,225,593</u>	<u>\$ 1,236,581</u>	<u>\$ 1,426,700</u>

#### LEGAL

The 2026 budgeted amount is \$60,000 for legal services which includes potential costs for pending cases.

#### APPRAISAL, ARCHITECTURAL & ENGINEERING SERVICES

This category includes the expenses for professional services for appraisal, architectural and engineering services provided by various firms on an as needed basis. The 2026 budgeted amount is \$139,592.

#### PUBLIC SAFETY

This category includes armored car service, perimeter security at one of the gates in airfield, staffing for the curbside security, staffing at the TSA check point in the terminal and the services provided by the Albany County Sheriff's department. The amount budgeted for 2026 is \$4,730,850 which is 17.2% less than the 2025 projected amount of \$5,716,608 due to a decrease in services needed for curbside security due to the terminal project nearing completion in 2026.

#### JANITORIAL & REFUSE REMOVAL SERVICES

This category includes amounts payable for outside contractors for the janitorial services performed in the terminal including carpet, slate and terrazzo floor maintenance, the airfield building, and various buildings rented to tenants. It also includes refuse removal for all departments. The \$1,678,387 budgeted for 2026 is 24.4 % more than the 2025 projected amount of \$1,349,061 due to an increase in janitorial costs and the new 17,000 square feet of terminal space in the terminal departure hall to be open in 2026.

#### PUBLIC COMMUNICATIONS

This category includes charges for the Authority's marketing and promotional expenses, funding for the Airport art program, as well as the costs for maintaining the information desk in the terminal. The \$440,864 budgeted for 2026 is 4.0% less than the 2025 projected amount of \$459,437.

#### PROFESSIONAL MANAGEMENT

This category includes the fees paid to AvPorts for their operational management services agreement for Airport operations and fees paid to Million Air for their operational management services agreement for FBO operations. The budgeted amount of \$1,051,000 for 2026 is 3.3% more than the 2025 projected amount of \$1,017,209.

#### SPECIAL STUDIES

This category is used to research new methods to enhance the Airport and to evaluate business activities at the Airport. The \$102,100 budgeted for 2026 is in line with the 2025 projected amount of \$104,835

#### OTHER PROFESSIONAL SERVICES

This category includes the fees paid to a contractor to accept deliveries at a location other than the Airport loading dock during the construction. The \$152,868 budgeted for 2026 is 53.3% less than the 2025 projected amount of \$327,391 due to a decrease in services needed for the loading dock deliveries.

#### MATERIALS AND SUPPLIES

Material and Supplies is categorized into five functional areas - airfield, buildings, grounds, vehicle maintenance and FBO cost of sales. Following is a summary of the 2024 audited, the 2025 budget, the 2025 projected and 2026 budgeted material and supplies:

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Airfield	\$ 1,161,686	\$ 1,168,168	\$ 1,201,115	\$ 1,228,648
Building	2,887,545	3,181,964	3,133,070	3,545,227
Grounds	811,820	823,535	890,813	991,224
Vehicle maintenance	1,676,876	1,892,066	1,776,266	2,116,648
FBO cost of sales	5,370,350	5,733,158	4,890,534	4,084,990
<b>TOTAL</b>	<b>\$ 11,908,277</b>	<b>\$ 12,798,891</b>	<b>\$ 11,891,798</b>	<b>\$ 11,966,737</b>

#### AIRFIELD

This category contains the expenses associated with the airfield such as repair and maintenance of airfield lighting and pavement, tools and supplies for the airfield maintenance workers, snow removal supplies, expenses pertaining to the glycol collection and containment system, and emergency rescue supplies. The \$1,228,648 budgeted for 2026 is in line with the 2025 projected amount of \$1,201,115.

#### BUILDINGS

This category contains the expenses associated with the repair and maintenance of all Airport buildings including the terminal, FBO, parking, and landside buildings. The expense items include HVAC, pest control, baggage systems, electrical supplies, plumbing supplies, and miscellaneous supplies. The \$3,545,227 budgeted for 2026 is 13.2 % more than the 2025 projected amount of \$3,133,070. The increase is due to higher budgeted costs associated with window washing, janitorial supplies, building maintenance, plumbing and electrical services.

#### GROUNDS

This category contains the expenses attributed to landscaping, roadway repairs, snow removal services and signage expenses for the parking lots, FBO, T-Hangars and Airport economic development areas. The \$991,224 budgeted for 2026 is 11.3% more than the 2025 projected amount of \$890,813 due to pavement repairs, sign expenses and wildlife hazard management.

#### VEHICLES AND EQUIPMENT

This category contains the expenses associated with the repair and maintenance of Airport vehicles, general equipment, supplies, tools, gas, diesel and radio communication equipment. The \$2,116,648 budgeted for 2026 is 19.2% higher than the 2025 projected amount of \$1,776,266 due to an increase fuel truck leases, general equipment repair & maintenance and tires.

#### FBO-COST OF SALE

This category includes the expenses affiliated with fuel used for jets, general aviation, gasoline and diesel used for ground equipment, and deicing fluid. The \$4,084,990 budgeted for 2026 is 16.5% less than the 2025 projected amount of \$4,890,534 due to an increase in contract fuel sold. When the FBO sells contract fuel it does not require the Authority to purchase the fuel while the same fuel margin is recorded as revenue.

#### OFFICE/ADMINISTRATION

This category contains the costs associated with the day-to-day operations of the Airport offices including copier rentals, office supplies, computer system support, forms, letterhead and postage. dues, subscriptions, training, legal advertising and credit card and EZPass processing fees. The \$2,775,351 budgeted for 2026 is 14.2 % higher than the 2025 projected amount of \$2,429,311 due to an increase in need for computer supplies, computer equipment, and office supplies.

#### NON-CAPITAL EQUIPMENT & FACILITIES

Non-capital equipment purchases are major vehicles or major equipment items generally between \$5,000 and \$50,000 which are purchased annually as new or replacement items to support the operations and/or maintenance of the Airport. The total budget amount for anticipated equipment and vehicles is \$168,000 for 2026.

#### SUMMARY OF EXPENSES BY COST CENTERS

The expenditures in the budget are divided into seven direct cost centers: Airfield, Terminal, Loading Bridges, Landside, Parking, FBO Commercial, and FBO General Aviation and seven indirect cost centers: ARFF, Operations, Security, Vehicle and Equipment Maintenance, AvPorts Administration, FBO Administration, and Airport Authority Administration. The indirect cost centers are allocated to the seven direct cost centers in the calculation of the landing fee, terminal rental rates, apron rates, and loading bridge rates.

#### EXPENDITURES DESCRIPTIONS

A detailed summary of expenditures by cost centers is included for each cost center mentioned above. Major expense items by category and major line items are described below.

#### AFCO AVPORTS MANAGEMENT, LLC'S COST CENTER STRUCTURE

The Authority has contracted with AvPorts ALB LLC to manage the day-to-day operations and maintenance of the Airport. Under AvPorts, there are five direct cost centers: Airfield, Terminal, Loading Bridges, Parking, and Landside and five indirect cost centers: ARFF, Operations, Security, Vehicles and Equipment Maintenance, and AvPorts Administration. Included in this section for each cost center there is a brief description with responsibilities, performance measurements, the goals and objectives with activities and the projected results to be achieved for 2025 and 2026, and the summary of expenses by category for each department with the department's employee count.

## AIRFIELD

This cost center includes the salaries and benefits for the airfield maintenance workers and the direct costs associated with the maintenance and repairs of all areas inside the Air Operations Area (AOA). This cost center is responsible for all areas within the AOA including the runways, taxiways and ramp areas. This cost center also includes the expenses for the glycol containment system and all maintenance and repairs for airside buildings including the airfield/vehicle maintenance facility.

### Summary of Expenses

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 1,600,300	\$ 1,887,080	\$ 1,799,486	\$ 2,124,789
Employee Benefits	\$ 607,988	\$ 693,905	\$ 706,180	\$ 934,874
Utilities & Communications	\$ 151,579	\$ 266,691	\$ 233,512	\$ 219,950
Purchased Services	\$ 452,957	\$ 429,155	\$ 429,067	\$ 477,008
Materials & Supplies	\$ 1,199,389	\$ 1,231,990	\$ 1,199,330	\$ 1,326,523
Office	\$ 764,014	\$ 417,644	\$ 426,391	\$ 417,900
Noncapital Equipment & Facilities	\$ 107,508	\$ 50,000	\$ 24,998	-
<b>Total Airfield Revenues</b>	<b>\$ 4,883,735</b>	<b>\$ 4,976,465</b>	<b>\$ 4,818,964</b>	<b>\$ 5,501,044</b>

<b>Employee Count</b>	29	29.5	19	31.5
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### Goals, Objectives and Results to be Achieved

#### Goal Improve snow removal

##### Objective

- Monitor maintenance costs while operating efficiently
- Minimize overtime

##### Activities

- Schedule workers for 12-hour shifts during storms
- Allocate qualified staff to targeted areas
- Clean obscured airfield lighting

##### 2025 Projected Results to be Achieved

- Airport remains open 100% for all airline operations
- Maintain a safe 140 foot runway
- Control and monitor snow removal supply expenditures

##### 2026 Budgeted Results to be Achieved

- Airport remains open 100% for all airline operations
- Maintain a safe 140 foot runway
- Control and monitor snow removal supply expenditures

#### Goal Reduce glycol treatment system sludge removal and disposal costs

##### Objective

- Convert treatment system sludge into usable compost
- Collect less water (clean snow and rain) more BOD 3.5%

##### Activities

- Use BOD as a gauge to test the effectiveness of waste water treatment
- Install and operate onsite composting system
- Reduce labor and compost size

**2025 Projected Results to be Achieved**

- Keep collected storm water under 25m gallons
- Collect high BOD storm water to reduce operating cost

**2026 Budgeted Results to be Achieved**

- Keep collected storm water under 25m gallons
- Collect high BOD storm water to reduce operating cost

**Goal** Maintain a satisfactory record on controlling effluent deicing fluid

**Objective**

- Comply with New York Encon State Safety regulations

**Activities**

- Operate according to Best Practice Standards

**2025 Projected Results to be Achieved**

- Operate at zero Encon sanctions and fines

**2026 Budgeted Results to be Achieved**

- Operate at zero Encon sanctions and fines

**Goal** Promote Safety

**Objective**

- Provide safe work space

**Activities**

- Supply proper safety equipment
- Educate staff on safety through training and meetings
- Provide employees with proper training and drive time to pass CDL certification

**2025 Projected Results to be Achieved**

- Maintain low Occupational Safety and Health Administration (OSHA) reportable accidents
- Thirty-four employees will have their CDL licenses

**2026 Budgeted Results to be Achieved**

- Reduce Occupational Safety and Health Administration (OSHA) reportable accidents
- Forty employees will have their CDL licenses

**TERMINAL**

This department includes the salaries and benefits for the terminal maintenance and custodial staff. This department also includes all the direct costs associated with the daily maintenance and repairs of the terminal building. The expenditures include utilities, communication systems, window washing, elevator service, HVAC, electrical, plumbing, baggage systems, cleaning supplies, and the contracted services for the carpet, slate and terrazzo floor maintenance for the terminal facility.

**Summary of Expenses**

	<b>Audited 2024</b>	<b>Budget 2025</b>	<b>Projected 2025</b>	<b>Budget 2026</b>
Personnel Services	\$ 1,978,067	\$ 2,194,929	\$ 2,044,408	\$ 2,473,909
Employee Benefits	\$ 817,628	\$ 938,907	\$ 892,324	\$ 1,064,257
Utilities & Communications	\$ 1,213,547	\$ 1,356,081	\$ 1,439,596	\$ 1,438,800
Purchased Services	\$ 4,072,209	\$ 4,182,022	\$ 3,941,318	\$ 2,106,480
Materials & Supplies	\$ 1,138,995	\$ 1,567,072	\$ 1,371,268	\$ 1,675,416
Office	\$ 55,685	\$ 212,640	\$ 148,448	\$ 146,120
Noncapital Equipment & Facilities	\$ 63,856	\$ -	\$ 89,727	\$ -
<b>Total Terminal Revenues</b>	<b>\$ 9,339,987</b>	<b>\$ 10,451,651</b>	<b>\$ 9,927,089</b>	<b>\$ 8,904,982</b>

<b>Employee Count</b>	<b>41</b>	<b>41</b>	<b>34</b>	<b>46</b>
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**Goals, Objectives and Results to be Achieved:**

**Goal** Provide terminal maintenance by maintaining cost efficiency, open communication, well maintained equipment, and monitoring outside contractors for the traveling public, tenants, and employees

**Objective**

- Maintain cost effectiveness for HVAC, plumbing, and building maintenance

**Activities**

- Work with the purchasing agent to reduce costs in supplies and equipment
- Perform a preventative maintenance program
- Evaluate the cost-effectiveness of using outside contractors versus in-house resources
- Monitor work performed by outside contractors
- Monitor electricity usage by observing actual usage stated on invoices

**2025 Projected Results to be Achieved**

- Minimize the costs of purchased services & materials
- Ensure quality of work performed by contractors
- Monitor actual hours worked by contractors
- Monitor energy usage

**2026 Budgeted Results to be Achieved**

- Minimize the costs of purchased services & materials
- Monitor contractor perf and confirm reported hours
- Monitor energy usage

**Objective**

- Maintain an attractive, clean and well maintained terminal

**Activities**

- Conduct a daily walk through of all areas
- Issue daily work orders for building repairs
- Continue upgrades in terminal appearance

**2025 Projected Results to be Achieved**

- Achieve a well maintained and clean environment
- Achieve an 80% favorable survey response

**2026 Budgeted Results to be Achieved**

- Achieve a well maintained and clean environment
- Achieve an 80% favorable survey response

**Objective**

- Improve staff efficiency

**Activities**

- Develop improved work assignments
- Conduct work inspections
- Contract HVAC and plumbing repairs to an outside company
- Issue daily assignments to leads

**2025 Projected Results to be Achieved**

- Improve work accountability
- Maintain personnel services below budget levels

**2026 Budgeted Results to be Achieved**

- Improve work accountability
- Maintain personnel services below budget level

**LOADING BRIDGES**

This cost center includes the maintenance expenses and related debt service payments associated with 16 loading bridges. Revenues are collected in amounts sufficient to offset any expenses the Authority incurs.

**Summary of Expenses**

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 175,838	\$ 164,842	\$ 167,406	\$ 195,382
Employee Benefits	\$ 98,521	\$ 98,113	\$ 103,240	\$ 90,253
Utilities & Communications	\$ 68,250	\$ 68,250	68,247	68,250
Purchased Services				
Materials & Supplies	\$ 180,647	\$ 103,500	\$ 178,996	\$ 110,975
Office				
Noncapital Equipment & Facilities				
<b>Total Loading Bridge Revenues</b>	<b>\$ 523,256</b>	<b>\$ 434,705</b>	<b>\$ 517,889</b>	<b>\$ 464,860</b>

<b>Employee Count</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
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**Goals, Objectives and Results to be Achieved:**

**Goal** Maintain and service the loading bridges with minimum downtime

**Objective**

Perform annual preventative maintenance program (PM)

**Activities**

Continue Jet Bridge PM Program (evening inspection program)

Schedule a sequence for loading bridge PM's

Continue to monitor OTW loading bridges

Improve maintenance coordination for Over the Wing (OTW) bridges

**2025 Projected Results to be Achieved**

Offer training to airline personnel with no response - two employees trained

**2026 Budgeted Results to be Achieved**

Train airline personnel to correctly operate the loading bridges as requested

**Objective**

Continue on-site training to airline personnel

**Activities**

Provide training as requested to airline personnel

**2025 Projected Results to be Achieved**

PM's per schedule will continue

No disruptions or delays to airline operations

Maintain OTW out of service

Maintain low maintenance calls on OTW bridges

Improve OTW loading bridge availability

Maintain overtime at budget levels

**2026 Budgeted Results to be Achieved**

PM's per schedule will continue

No disruptions or delays to airline operations

Maintain OTW out of service

Maintain low maintenance calls on OTW bridges

Improve OTW loading bridge availability

Maintain overtime at budget levels

**PARKING**

This cost center is used to account for all the cost necessary to maintain the parking garage, the parking lots, and the shuttle buses used between the terminal and economy parking lot. This cost center also includes the salaries and benefits for the parking cashiers, maintenance workers, shuttle bus drivers and detailer, utilities, parking lot equipment maintenance and repair, parking ticket stock, maintenance of the shuttle buses and snow removal services.

**Summary of Expenses**

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 1,470,775	\$ 1,883,274	\$ 1,695,206	\$ 2,228,030
Employee Benefits	\$ 573,989	\$ 699,072	\$ 682,173	\$ 999,144
Utilities & Communications	\$ 344,668	\$ 484,450	\$ 425,710	\$ 376,360
Purchased Services	\$ 150,281	\$ 205,473	\$ 170,848	\$ 272,100
Materials & Supplies	\$ 883,805	\$ 908,300	\$ 910,854	\$ 1,079,305
Office	\$ 1,190,972	\$ 787,492	\$ 747,867	\$ 820,302
Noncapital Equipment & Facilities	\$ 111,542	\$ -	\$ 49,680	\$ -
<b>Total Parking Revenues</b>	<b>\$ 4,726,032</b>	<b>\$ 4,968,061</b>	<b>\$ 4,682,338</b>	<b>\$ 5,775,241</b>
<b>Employee Count</b>	<b>34</b>	<b>33</b>	<b>27</b>	<b>40.5</b>

## **Goals, Objectives and Results to be Achieved:**

### **Goal Provide safe parking**

#### **Objective**

- Improve parking safety

#### **Activities**

- Monitor and inspect parking areas
- Conduct safety meetings with employees

#### **2025 Projected Results to be Achieved**

- Minimize risk of customer / vehicle contact to zero
- Minimize OSHA recordable accidents

#### **2026 Budgeted Results to be Achieved**

- Reduce risk of customer / vehicle contact to zero
- Reduce OSHA recordable accidents to zero

### **Goal Cost Reduction**

#### **Objective**

- Control the use of supplies

#### **Activities**

- Monitor salt use and procedures during the snow season
- Monitor parking lights in all parking facilities

#### **2025 Projected Results to be Achieved**

- Maintain expenses at budget level

#### **2026 Budgeted Results to be Achieved**

- Maintain expenses at budget level

### **Goal Provide quality customer service**

#### **Objective**

- Be courteous and responsive to all customers

#### **Activities**

- Monitor and provide training to employees to meet the demands of customers with patience and confidence
- Monitor employee's work performance

#### **2025 Projected Results to be Achieved**

- Achieve quality customer satisfaction
- Maintain positive survey results 85%
- Minimize parking transaction errors
- Minimize YTD loss/gain

#### **2026 Budgeted Results to be Achieved**

- Achieve quality customer satisfaction
- Reduce parking transaction errors by 5%
- Reduce YTD loss/gain

**LANDSIDE**

This cost center is used to account for expenses of the buildings and properties located outside the Air Operations Area (AOA). This cost center includes the costs to maintain those buildings and properties plus any Authority’s responsibilities under lease agreements with tenants.

**Summary of Expenses**

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services				
Employee Benefits				
Utilities & Communications	\$ 316,056	\$ 443,900	\$ 439,725	\$ 355,940
Purchased Services	\$ 186,401	\$ 189,363	\$ 158,629	\$ 1,094,911
Materials & Supplies	\$ 1,245,229	\$ 950,724	\$ 1,209,256	\$ 1,140,600
Office	\$ 61,686	\$ 38,000	\$ 37,180	\$ 66,900
Noncapital Equipment & Facilities	\$ 37,960	\$ -	\$ -	\$ -
<b>Total Landside Revenues</b>	<b>\$ 1,847,332</b>	<b>\$ 1,621,987</b>	<b>\$ 1,844,790</b>	<b>\$ 2,658,351</b>
<b>Employee Count</b>	-	-	-	-

**Goals, Objectives and Results to be Achieved:**

**Goal** Foster positive relationships with tenants

**Objective**

- Develop good communication channels to anticipate tenant needs

**Activities**

- Hold annual tenant meetings to advice tenant community of airport activity and exchange information
- Conduct tenant surveys

**2025 Projected Results to be Achieved**

- Reinforce airport community spirit
- Anticipate tenant concerns
- Expect 80% positive response on survey results

**2026 Budgeted Results to be Achieved**

- Reinforce airport community spirit
- Anticipate tenant concerns
- Expect 80% positive response on survey results

## AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF)

This cost center includes the salaries and benefits for the ARFF employees, all the expenses for ARFF supplies, the maintenance expenses associated with the ARFF facility which includes HVAC, electrical, building maintenance, and the repair and maintenance of the ARFF vehicles and equipment.

### Summary of Expenses

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 2,006,166	\$ 2,287,593	\$ 2,356,535	\$ 2,250,744
Employee Benefits	\$ 881,307	\$ 993,797	\$ 1,049,302	\$ 1,181,869
Utilities & Communications	\$ 21,161	\$ 31,200	\$ 32,908	\$ 30,800
Purchased Services	\$ 9,181	\$ 13,358	\$ 12,448	\$ 13,220
Materials & Supplies	\$ 202,906	\$ 316,740	\$ 281,489	\$ 332,256
Office	\$ 133,703	\$ 167,236	\$ 118,718	\$ 198,956
Noncapital Equipment & Facilities	\$ 9,265	\$ 450,000	\$ 225,000	-
<b>Total ARFF Revenues</b>	<b>\$ 3,263,689</b>	<b>\$ 4,259,924</b>	<b>\$ 4,076,400</b>	<b>\$ 4,007,845</b>

<b>Employee Count</b>	25	26	26.5	26
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### Goals, Objectives and Results to be Achieved:

#### Goal Life Safety & Community Readiness

##### Activities:

- Maintain AED accessibility and life-saving readiness across all airport-owned and operated facilities, including the Terminal, MA, Customs, Headquarters, Glycol, and Parking Garage.
- Provide Airport employees and the traveling public with CPR and AED awareness training.
- Ensure all FD personnel meet FAA Part 139, NFPA 1001, and NYS professional firefighter standards.
- Conduct multi-agency drills to strengthen emergency preparedness and coordination.

##### 2026 Projected Results:

- Maintain 100% AED coverage across all Authority facilities.
- Launch the Community CPR and Public Education Initiative:
  - Train 100 airport employees and 500 members of the traveling public annually.
  - Conduct three "Hands-Only CPR" events per year during high-travel periods.
  - Deploy mobile AED units in supervisor-level response vehicles.
- Maintain full compliance with FAA and NYS firefighter training mandates.

##### 2027 Projected Results:

- Expand CPR and AED outreach participation by 10%.
- Implement a digital AED inspection and maintenance program for reliability and documentation.
- Introduce public awareness displays in the terminal identifying AED locations and promoting CPR education.
- Continue all FAA/NYS certification and recurrent training requirements.

##### 2028 Projected Results:

- Maintain 100% AED operational readiness and inspection compliance.

- Reach cumulative totals exceeding 300 employees and 1,500 members of the public trained.
- Institutionalize the Hands-Only CPR initiative as a permanent ACAA community-safety program.
- Incorporate public CPR participation into airport-wide emergency exercises.

### **Goal Leadership, Culture & Workforce Development**

#### **Activities:**

- Maintain a pathway of professional growth through structured training, mentoring, and credentialing.
- Continue the Clifton Strengths leadership program to align personnel strengths with mission needs.
- Foster accountability, consistency, and communication aligned with command intent.
- Encourage external training participation to strengthen expertise and perspective.

#### **2026 Projected Results:**

- Conduct leadership and officer workshops emphasizing decision-making and accountability.
- Achieve 100% completion of FAA/NYS recertifications and policy refreshers.
- Continue Strengths-based coaching for Captains and supervisory staff.
- Establish mentorships for firefighters preparing for upgrade or promotion.

#### **2027 Projected Results:**

- Implement Fire Officer III and IV credentialing for all company officers.
- Launch a “Train the Trainer” initiative empowering senior firefighters to lead internal instruction.
- Create quarterly evaluation and feedback cycles tied to development goals.
- Increase participation in external training by 15%.

#### **2028 Projected Results:**

- Fully integrate Strengths and leadership metrics into performance evaluations.
- Complete department-wide succession readiness plan.
- Maintain recognition as a first-in-class organization in training and leadership standards.

### **Goal Operational Readiness, Foam Transition & Equipment Modernization**

#### **Activities:**

- Implement and sustain the Comprehensive Capital Improvement Plan (2025–2029) to modernize apparatus, training infrastructure, and support facilities.
- Transition fully from legacy AFFF to F3 fluorine-free foam in compliance with FAA and EPA standards.
- Upgrade ARFF, structural, rescue, and hazmat vehicles to maintain reliability and readiness.
- Enhance training infrastructure through relocation and modernization of the Boeing 727 training prop.
- Integrate digital maintenance, inspection, and tracking systems for all equipment, PPE, and apparatus.

#### **2026 Projected Results:**

- Complete PFOA foam mitigation project: remove and replace all AFFF with F3 foam and clean all 21 systems.
- Relocate Boeing 727 training prop to a functional, accessible training site.
- Begin replacement of E-5 Rosenbauer Panther (AIP-funded, 2-year build).
- Acquire Rescue Body Truck to consolidate hazmat and MCI response capabilities.
- Maintain all digital inspection and readiness programs for equipment and vehicles.

#### **2027 Projected Results:**

- Place E-5 ARFF replacement into service.
- Replace 2009 Rosenbauer Structural Pumper (AIP-funded, 18-month build).
- Verify full F3 foam system performance and documentation.
- Continuing modernization of rescue and technical rescue systems in line with OSHA 1910.156.

#### **2028 Projected Results:**

- Maintain 100% F3 foam compliance and environmental documentation.
- Place department Sprinter van in service for training travel and rehab operations.

- Maintain full apparatus readiness and service reliability.
- Begin design planning for the new Fire House / EOC facility (FY2029).

### Goal Infrastructure & Fire Protection Systems

#### Activities:

- Support design, inspection, and maintenance of fire-protection systems across all ACAA facilities.
- Participate in fire-safety design reviews.
- Conduct annual hydrant, extinguisher, and suppression-system inspections.
- Upgrade station safety systems, ventilation, and communications as part of capital planning.

#### 2026 Projected Results:

- Complete all annual inspections and reporting with zero FAA findings.
- Begin safety and exhaust-system upgrades within the station.
- Contribute to fire-protection design reviews.

#### 2027 Projected Results:

- Complete all facility fire-protection improvements identified in 2026 review.
- Integrate automated inspection documentation into digital compliance systems.
- Support Authority-wide facility expansions with early fire-protection input.

#### 2028 Projected Results:

- Maintain 100% compliance and zero findings under FAA and NFPA audits.
- Finalize interior and safety capital upgrades for responder protection and operational efficiency.
- Continue proactive participation in all Authority building and system reviews.

## OPERATIONS

The Operations cost center is the command center for the overall day-to-day operations of the airport. This cost center classification includes the salaries and benefits for the staff responsible for controlling the daily operations of the airport.

### Summary of Expenses

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 1,118,008	\$ 1,319,047	\$ 1,224,330	\$ 1,473,467
Employee Benefits	\$ 473,278	\$ 618,510	\$ 569,437	\$ 693,605
Utilities & Communications	\$ 56,639	\$ 50,400	\$ 48,397	\$ 58,200
Purchased Services				
Materials & Supplies				
Office	\$ 69,688	\$ 90,850	\$ 96,182	\$ 96,939
Noncapital Equipment & Facilities				
<b>Total Operations Revenues</b>	<b>\$ 1,717,613</b>	<b>\$ 2,078,807</b>	<b>\$ 1,938,346</b>	<b>\$ 2,322,211</b>
<b>Employee Count</b>	<b>38</b>	<b>22</b>	<b>15</b>	<b>22</b>

## Goals, Objectives and Results to be Achieved:

### Objective

- Enhance the efficiency of the field condition reporting system

### Activities

- Continue to use an iPad in the Saab friction tester to decrease NOTAM/FICON submission times
- Continue to use VEOCI for improved NOTAM/FICON distribution to tenants

### 2026 Budgeted Results to be Achieved

- Maintain accidents at zero
- Enhance communications of NOTAMS/FICONS between Operations and ATC

### Objective

- Minimize the impact of airport-based wildlife on carriers

### Activities

- Work in conjunction with USDA to assist with wildlife mitigation techniques
- Operations' employees attend FAA required wildlife training
- Continue insect pesticide spraying program around the runways

### 2026 Budgeted Results to be Achieved

- Minimize bird strikes
- Improve effectiveness of wildlife mitigation procedures
- Educate employees on current techniques and requirements

### Objective

- Continue training with ANTN Digicast training & Computer based Driver/Taxi training programs

### Activities

- Provide training to Airport personnel with movement area driving privileges training via computer-based training programs to supplement practical hands-on training.

### 2026 Budgeted Results to be Achieved

- Increase knowledge in work related activities to implement FAA regulations
- Enable increased access to training for tenants/employees to attend driver or taxi training.
- Maintain incursions and surface incident at zero

## SECURITY

This cost center classification includes the salaries and benefits for the Curbside Monitors, the costs affiliated with employee security checks and badging, security equipment, and the fees incurred to have the Albany County Sheriffs provide protective services on Airport premises.

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 132,859	\$ 175,458	\$ 153,769	\$ 175,400
Employee Benefits	\$ 58,829	\$ 107,375	\$ 84,158	\$ 84,051
Utilities & Communications	\$ 4,917	\$ 4,100	\$ 4,022	\$ 4,020
Purchased Services	\$ 3,238,514	\$ 3,027,041	\$ 3,264,679	\$ 3,300,250
Materials & Supplies	\$ 211,728	\$ 261,000	\$ 246,292	\$ 275,420
Office	\$ 50,793	\$ 165,702	\$ 97,729	\$ 144,429
Noncapital Equipment & Facilities				
<b>Total Security Revenues</b>	<b>\$ 3,697,640</b>	<b>\$ 3,740,676</b>	<b>\$ 3,850,649</b>	<b>\$ 3,983,570</b>

<b>Employee Count</b>	3	3	4	3
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## Goals, Objectives and Results to be Achieved:

**Goal** Continue to operate a secure facility for our tenants and traveling public and reduce badging times by improving office efficiency.

**Objective**

- Acquire an Identity Management System (IDMS) to improve badging process (Pending budgetary approval)

**Activities**

- Provide more time for Security Office to assist tenants by:
  - Reducing the need for redundant data entry data
  - Reduce the time spent filing application documentation
- Maintain compliance with TSA regulations

**2026 Budgeted Results to be Achieved**

- Assist Authorized Signatories in maintaining proper records of their badge holders
- Provide Authorized Signatories and the Security Office assistance in complying with annual ID media auditing.
- Maintain badge waiting times of no more than 5 days.
- Provide Authorized Signatories with more transparency into an applicant's status during the badging process.

**Objective**

- Acquire dedicated security personnel (pending on budgetary approval) to enhance the security of the airport terminal, perimeter, and all buildings within the Airport Operations Area.

**Activities**

- Dedicate security personnel to focus solely on CFR Part 1542 compliance by concentrating on monitoring the Video Management System (VMS) and the Computer Controlled Access System (CCAS)
- Assume the security patrols/inspection, security incident response and dispatch responsibilities currently performed by Airport Operations personnel.

**2026 Budgeted Results to be Achieved**

- Increased security presence around the airport
- Increase in random system testing to ensure compliance

### VEHICLES AND EQUIPMENT

This cost center includes the salaries and benefits for the vehicle maintenance employees responsible for the maintenance and repairs of all airport vehicles and heavy equipment including snow removal equipment (snow blowers, brooms and plows), heavy equipment (loaders, dump trucks, fuel trucks), road vehicles (pick-up trucks, shuttle buses, and vans), general equipment (paint machines, cement mixers and generators) and mowing equipment.

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 767,887	\$ 874,513	\$ 825,937	\$ 947,999
Employee Benefits	\$ 391,343	\$ 488,929	\$ 438,279	\$ 436,993
Utilities & Communications	\$ 16,506	\$ 20,010	\$ 25,578	\$ 19,200
Purchased Services	\$ 90,329	\$ 78,729	\$ 114,764	\$ 120,000
Materials & Supplies	\$ 622,964	\$ 488,929	\$ 676,952	\$ 682,708
Office	\$ 15,397	\$ 27,449	\$ 26,772	\$ 40,111
Noncapital Equipment & Facilities	\$ -	\$ 211,000	\$ 155,898	\$ -
<b>Total Vehicles &amp; Equipment Revenues</b>	<b>\$ 1,904,426</b>	<b>\$ 2,189,559</b>	<b>\$ 2,264,180</b>	<b>\$ 2,247,011</b>

Employee Count	12	12	9	12
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**Goals, Objectives and Results to be Achieved:**

**Goal Maintain ACAA owned fleet**

**Objective**

- Maintain fuel trucks

**Activities**

- Continue preventative maintenance program

**2025 Projected Results to be Achieved**

- Provide not less than seven operational fuel trucks
- Minimize repairs on fuel trucks
- Provide zero downtime to provide on-time service to customers

**2026 Budgeted Results to be Achieved**

- Provide not less than seven operational fuel trucks
- Minimize repairs on fuel trucks
- Provide zero downtime to provide on-time service to customers

**Objective**

- Maintain snow fleet

**Activities**

- Purchase new snow removal equipment

**2025 Projected Results to be Achieved**

- Maintain an average age of ten years

**2026 Budgeted Results to be Achieved**

- Maintain an average age of ten years

**Objective**

- Improve work efficiency

**Activities**

- Utilize All Data
- Maintenance Program
- Continue preventative maintenance program

**2025 Projected Results to be Achieved**

- Manage preventative maintenance
- Create estimates and repair orders with ease

**2026 Budgeted Results to be Achieved**

- Manage preventative maintenance
- Create estimated and repair orders with ease

**Objective**

- Maintain shuttle buses

**Activities**

- Purchase two new buses

**2025 Projected Results to be Achieved**

- Provide not less than four shuttle buses
- Minimize shuttle bus downtime

**2026 Budgeted Results to be Achieved**

- Provide not less than four shuttle buses
- Minimize shuttle bus downtime

**Objective**

- Maintain ARFF fleet

**Activities**

- Get factory training on various systems and new equipment; factory training required with each new piece of

equipment

**2025 Projected Results to be Achieved**

- Maintain FAA Index
- Train employees for ARFF equipment

**2026 Budgeted Results to be Achieved**

- Maintain FAA Index
- Train employees for ARFF equipment

**Objective**

- Maintain deicer trucks

**Activities**

- Continue preventative maintenance program

**2025 Projected Results to be Achieved**

- Provide not less than two operational deicer trucks
- Minimize repair on deicer trucks
- Provide zero downtime to provide on-time service to customers

**2026 Budgeted Results to be Achieved**

- Provide not less than two operational deicer trucks
- Minimize repairs on fuel trucks
- Provide zero downtime to provide on-time service to customers

**ADMINISTRATION – AVPORTS**

This cost center category includes the salaries and benefits for the Avports, administrators and includes the office and administration expenses needed to support the Avports' operations.

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 844,961	\$ 880,098	\$ 835,341	\$ 848,679
Employee Benefits	\$ 240,127	\$ 271,016	\$ 259,630	\$ 345,112
Utilities & Communications				
Purchased Services	\$ 898,864	\$ 864,254	\$ 866,355	\$ 737,000
Materials & Supplies				
Office	\$ 46,317	\$ 106,550	\$ 72,130	\$ 66,830
Noncapital Equipment & Facilities	\$ 16,585	\$ 200,000	\$ 99,998	\$ -
<b>Total Administration Revenues</b>	<b>\$ 2,046,854</b>	<b>\$ 2,321,918</b>	<b>\$ 2,133,454</b>	<b>\$ 1,997,621</b>
Employee Count	9	9.5	6.5	8.7

**Goals, Objectives and Results to be Achieved:**

**Goal** Improve staff efficiency

**Objective**

- Monitor overtime used during non-weather related events
- Manager accountability for proper overtime usage

**Activities**

- Continue to address employee tardiness and unpaid sick time
- Continue with the housekeeping plans in all departments

**2025 Projected Results to be Achieved**

- Minimize sick day usage

**2026 Budgeted Results to be Achieved**

- Monitor the usage of sick time to ensure it falls within company and CBA guidelines
- Address employee performance issues

**Goal Improve safety****Objective**

- Reduce accidents and On the Job Injuries (OJIs)

**Activities**

- Institute Safety Management System (SMS)
- Improve Safety Program
- Continue the Safety Encouragement and Recognition Program
- Address OJI's through an injury review panel, to include the injured employee, as a preventative method to avoid future injuries

**2025 Projected Results to be Achieved**

- Implement SMS Program
- Reduce vehicle accidents
- Reduce all employee accidents
- Reduce property damage reports by 50%

**2026 Budgeted Results to be Achieved**

- Implement SMS Program
- Reduce vehicle accidents
- Reduce all employee accidents
- Improve accuracy of property damage reports

**Goal Team Albany****Objective**

- Recognize employees

**Activities**

- Continue recognition programs and reevaluate programs
- Work with leaders on soft skills with training, observation and feedback

**2025 Projected Results to be Achieved**

- Recognize an employee's good work efforts
- Better informed employees
- Conduct town hall meetings
- Recognize employee anniversary dates

**2026 Budgeted Results to be Achieved**

- Recognize an employee's good work effort
- Better informed employees
- Conduct town hall meetings
- Recognize employees anniversary dates

## MILLION AIR – FIXED BASE OPERATOR

The Authority contracted with Go Albany, Inc. (d/b/a Million Air) to manage the daily operations of the Fixed Based Operation (FBO). In 2005 The Authority elected to assume the direct management responsibility for the FBO. Million Air's operating agreement commenced on Oct 1, 2005. Million Air's projected operations for 2026 are summarized in the following table.

	Commercial Fueling	GA & Facilities	Admin 69	2026 Budget
<b>Revenues</b>				
<b>Retail Fuel</b>				
Jet A Fuel Sales		\$ 6,167,000	\$ -	\$ 6,167,000
AvGas Fuel Sales	-	462,400	-	462,400
Auto & Diesel Fuel Sales	290,000	-	-	290,000
<b>Retail Fuel Sales</b>	<b>290,000</b>	<b>6,629,400</b>	<b>-</b>	<b>6,919,400</b>
Into-Plane Fees	875,000	-	-	875,000
Fuel Farm Fees	1,230,000	-	-	1,230,000
Parking Fees	-	650,000	-	650,000
Commercial AvGas	18,000	-	-	18,000
Deicing	1,541,290	62,500	-	1,603,790
Properties	-	441,344	-	441,344
FBO Services (Catering, etc)	-	135,500	-	135,500
<b>Total Revenues</b>	<b>3,954,290</b>	<b>7,918,744</b>	<b>-</b>	<b>11,873,034</b>
<b>Cost of Sales ( )</b>				
Fuel Cost - Jet A	-	2,107,000	-	2,107,000
Fuel Volume Discounts	-	150,000	-	150,000
Fuel Cost - AvGas	-	330,400	-	330,400
Fuel Volume Discounts	-	12,000	-	12,000
Fuel Cost - Auto & Diesel	227,680	-	-	227,680
Fue Cost	<b>227,680</b>	<b>2,599,400</b>	<b>-</b>	<b>2,827,080</b>
Fuel Cost - Avgas Commercial	13,146	-	-	13,146
Deicing Type I - Sprayed	430,956	-	-	430,956
Deicing Type IV - Sprayed	76,956	-	-	76,956
Deicing Type I - Consortium	76,689	-	-	76,689
Deicing Type IV - Consortium	128,719	-	-	128,719
Deicing Cost	1,118,006	-	-	1,118,006
Oil & Customs Garbage Disposal	-	64,000	-	64,000
<b>Total Cost of Sales</b>	<b>1,358,832</b>	<b>2,663,400</b>	<b>-</b>	<b>4,022,232</b>
<b>Net Operating Revenue</b>	<b>2,595,458</b>	<b>5,255,344</b>	<b>-</b>	<b>7,850,802</b>
<b>Expenses ( )</b>				
Personal Services	929,436	1,421,604	467,236	2,818,276
Employee Benefits	285,076	379,731	195,709	860,516
Utilities & Communications	24,100	89,700	3,000	116,800
Purchased Services	138,592	192,000	482,000	812,592
Material & Supplies	939,010	374,492	-	1,313,502
Administration	5,100	258,425	161,794	425,319
Non- Capital Equipment	40,000	110,000	-	150,000
<b>Total Expenses</b>	<b>2,361,314</b>	<b>2,825,952</b>	<b>1,309,739</b>	<b>6,497,005</b>
<b>FBO Net Direct Revenue</b>	<b>234,144</b>	<b>2,429,392</b>	<b>(1,309,739)</b>	<b>1,353,797</b>
<b>Allocation of Indirect Cost Centers</b>				
ARFF	-	-	-	-
Operations	116,111	116,111	-	232,222
Security	-	-	-	-
Vehicles & Equipment	494,342	494,342	-	988,684
AvPorts Administration	99,881	159,810	-	259,691
FBO Administration	523,896	785,843	(1,309,739)	-
ACAA Administration	340,931	568,218	-	909,149
<b>Total Allocation</b>	<b>1,575,161</b>	<b>2,124,324</b>	<b>(1,309,739)</b>	<b>2,389,746</b>
<b>FBO Share of Debt Service</b>	<b>-</b>	<b>-</b>	<b>(527,871)</b>	<b>(527,871)</b>
<b>FBO Net Results</b>	<b>\$ (1,341,017)</b>	<b>\$ 305,068</b>	<b>\$ (527,871)</b>	<b>\$ (1,563,820)</b>

**MILLION AIR - COMMERCIAL**

This cost center classification includes the salaries and benefits for the employees who service the commercial airlines, all the expenses incurred by the fuel farm, expenses incurred by the fuel trucks and other vehicles used for the commercial airlines, and the cost incurred from the purchase of fuel, glycol, gas and diesel for resale to the commercial airlines.

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 761,152	\$ 778,168	\$ 807,184	\$ 929,436
Employee Benefits	\$ 155,768	\$ 180,542	\$ 166,634	\$ 285,076
Utilities & Communications	\$ 21,665	\$ 17,912	\$ 22,371	\$ 24,100
Purchased Services	\$ 82,131	\$ 133,580	\$ 78,327	\$ 138,592
Materials & Supplies	\$ 1,927,232	\$ 2,096,583	\$ 2,033,014	\$ 2,297,842
Office	\$ 1,116	\$ -	\$ -	\$ 5,100
Noncapital Equipment & Facilities	\$ 47,104	\$ -	\$ 13,266	\$ 40,000
<b>Total MA Commercial Revenues</b>	<b>\$ 2,996,168</b>	<b>\$ 3,206,785</b>	<b>\$ 3,120,796</b>	<b>\$ 3,720,146</b>

<b>Employee Count</b>	11	11	11	14
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**Goals, Objectives and Results to be Achieved:**

**Goal** Promote a high comfort level to the airline community by providing high-grade fuel quality and service

**Objective**

- Provide exceptional quality control and be responsive to the airline's needs

**Activities**

- Provide recurrent Fuel Farm Technician Training
- Audit policies and procedures on a regular basis
- Build better relationships with the airlines through communication and support
- Monitor the fuel farm to maintain safe standard as set by the Air Transport Association 103 (ATA 103)
- Update processes on procedures with new software to streamline operations.

**2025 Projected Results to be Achieved**

- Train employees
- Minimize quality Control Audit findings
- Safe and professional aircraft servicing with minimal delays.
- Launched Breeze Airways.
- Completed first DLA Audit.

**2026 Budgeted Results to be Achieved**

- Train employees
- Reduce quality Control Audit findings by 90%
- Safe and professional aircraft servicing with zero delays.
- Integrate new programs to increase efficacy of the department.

**MILLION AIR - GENERAL AVIATION**

This cost center classification includes the salaries and benefits for the employees who service the general aviation community, the customer service representatives, all the expenses incurred for the FBO building and hangars such as electric, telephone and general maintenance, the purchases of aviation fuel, diesel, oil and deicing fluids for the general aviation community, the vehicles used for general aviation aircraft and customers, the credit card processing fees from general aviation sales, and all other related expenses incurred on behalf of the general aviation community.

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 1,179,257	\$ 1,302,323	\$ 1,272,709	\$ 1,421,604
Employee Benefits	\$ 397,401	\$ 293,366	\$ 349,047	\$ 379,731
Utilities & Communications	\$ 76,025	\$ 91,610	\$ 94,698	\$ 89,700
Purchased Services	\$ 208,852	\$ 196,875	\$ 205,166	\$ 192,000
Materials & Supplies	\$ 4,288,316	\$ 4,647,732	\$ 3,776,975	\$ 3,037,892
Office	\$ 347,897	\$ 293,200	\$ 256,765	\$ 258,425
Noncapital Equipment & Facilities	\$ 88,090	\$ 89,000	\$ 44,498	\$ 110,000
<b>Total MA General Aviation Revenues</b>	<b>\$ 6,585,838</b>	<b>\$ 6,914,106</b>	<b>\$ 5,999,858</b>	<b>\$ 5,489,352</b>

<b>Employee Count</b>	21	22	21	23
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**Goals, Objectives and Results to be Achieved:**

**Goal** Promote Million Air and the Albany International Airport as the Gateway to the Capital District

**Objective**

- Establish Million Air - Albany as the preferred provider of FBO service in the North East Region.

**Activities**

- Supply five star service to the general aviation community.
- Provide continuous professional line service training
- Work with U.S. Customs to enhance customer experience
- Utilize New TFBO software to streamline billing processes. Network with all Million Air locations to strengthen moral and training.

**2025 Projected Results to be Achieved**

- 100% satisfaction to the general aviation public.
- Monitor rates and charges to meet revenue goals.
- Enhance customer experience.
- Expand customer data base.

**2026 Budgeted Results to be Achieved**

- 100% satisfaction to the general aviation public
- Monitor rates and charges to meet revenue goals.
- Promote International flights.
- Integrate new processes and procedures to enhance customer experiences.
- Promote growth in region for new hangar development.

**MILLION AIR - ADMINISTRATION**

This cost center classification includes the salaries and benefits for the employees who manage operations for the FBO and train the employees, telephone charges, and costs incurred for public relations, office supplies and administrative expenses.

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 323,489	\$ 452,040	\$ 413,822	\$ 467,236
Employee Benefits	\$ 73,343	\$ 141,452	\$ 101,766	\$ 195,709
Utilities & Communications	\$ 904	\$ 5,015	\$ 3,136	\$ 3,000
Purchased Services	\$ 469,293	\$ 397,684	\$ 505,987	\$ 482,000
Materials & Supplies				
Office	\$ 53,617	\$ 71,517	\$ 70,802	\$ 161,794
Noncapital Equipment & Facilities	\$ 39,012	\$ 98,000	\$ 58,236	\$ -
<b>Total MA Administration Revenues</b>	<b>\$ 959,658</b>	<b>\$ 1,165,708</b>	<b>\$ 1,153,749</b>	<b>\$ 1,309,739</b>

<b>Employee Count</b>	<b>4</b>	<b>5</b>	<b>4</b>	<b>5</b>
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**Goals, Objectives and Results to be Achieved:**

**Goal** Promote Million Air and the Albany International Airport as the Gateway to the Capital District

**Objective**

- Increase General Aviation services and related based service.
- Insure high quality of services provided.

**Activities**

- Target specific general aviation companies to establish a presence.
- Implement new marketing strategies with JetNet.
- Maintain Million Air branded services and procedures.

**2025 Projected Results to be Achieved**

- Increase availability of services provided to general aviation customers.
- Industry recognition of Albany International Airport as a premier FBO service provider.

**2026 Budgeted Results to be Achieved**

- Increase availability of services provided to general aviation customers.
- Create efficient general aviation and airline operations with new processes and procedures.
- Industry recognition of Albany International Airport as a premier FBO service provider.

**ALBANY COUNTY AIRPORT AUTHORITY (ACAA) ADMINISTRATION**

The ACAA administration cost center is used to account for the salaries and benefits for the Airport Authority's administration and financial staff. Also included in this category are insurance, professional services and all office and administration expenses needed for the Authority.

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Personnel Services	\$ 2,537,215	\$ 2,279,825	\$ 2,264,804	\$ 2,328,991
Employee Benefits	\$ 1,752,754	\$ 1,745,451	\$ 1,691,073	\$ 1,486,699
Utilities & Communications	\$ 118,448	\$ 178,416	\$ 158,691	\$ 144,094
Purchased Services	\$ 975,520	\$ 1,172,778	\$ 1,020,097	\$ 963,050
Materials & Supplies	\$ 7,066	\$ 7,500	\$ 7,372	\$ 7,800
Office	\$ 798,589	\$ 545,131	\$ 730,423	\$ 751,545
Noncapital Equipment & Facilities	\$ 23,521	\$ -	\$ 44,590	\$ -
<b>Total Administration Revenues</b>	<b>\$ 6,213,113</b>	<b>\$ 5,929,101</b>	<b>\$ 5,917,050</b>	<b>\$ 5,682,179</b>
<b>Employee Count</b>	<b>23</b>	<b>24</b>	<b>21</b>	<b>20</b>

**Goals, Objectives and Results to be Achieved:**

**Goal** Insure the continued growth, development and viability of the Albany International Airport including all financial, legal, planning and engineering requirements and public awareness, economic development and concession and customer service enhancements, plus provide daily oversight of the Airport Management and FBO Management contracts

**Objective**

- **Executive:** Establish all policies for operating and maintaining the Airport
- Preserve and enhance good working relationships with the public, affected communities, regulatory agencies and airlines
- Attract additional and expanded air service options

**Activities**

- Review and evaluate current policies and procedures
- Attend meetings with community groups from the public and private sectors
- Participate in aviation related conferences
- Meet with airlines and FAA to promote new and enhanced services
- Direct daily activities of the Airport
- Expand infrastructure and net worth of the Airport

**2025 Projected Results to be Achieved**

- Improve operating efficiencies and maintain overall customer satisfaction
- Increase public awareness of Airport's mission and operations
- Growth in enplanements, service and destinations from the commercial airlines
- Growth in private and corporate general aviation and storage and maintenance operations for private aircraft
- Increase net worth of Airport

**2026 Budgeted Results to be Achieved**

- Improve operating efficiencies and maintain overall customer satisfaction
- Increase public awareness of Airport's mission and operations
- Growth in enplanements, service and destinations from the commercial airlines
- Growth in private and corporate general aviation and storage and maintenance operations for private aircraft
- Increase net worth of Airport

**Objective**

- **Financial:** Maximize all sources of revenue and maintain competitive rates and charges while maintaining daily control of purchasing and expenditure functions

**Activities**

- Procure all goods and services at the lowest price possible taking advantage of state contracts where applicable
- Properly record and vigorously collect all revenues
- Monitor the fuel market purchase of Jet A and AvGas for FBO operation at the lowest possible price
- Insure all employees and departments understand the Authority's financial objectives

**2025 Projected Results to be Achieved**

- Maintain expenses at budget levels
- Increase revenue collections
- Monitor prices paid for fuel increasing Authority's profit margin
- Increase staff awareness of Authority financial objectives

**2025 Budgeted Results to be Achieved**

- Maintain expenses at budget levels
- Increase revenue collections
- Monitor prices paid for fuel increasing Authority's profit margin
- Increase staff awareness of Authority financial objectives

**Objective**

- **Legal:** To ensure compliance with all applicable laws, rules and regulations

**Activities**

- Promote continuing professional education to remain current with applicable laws, rules, and regulations

**2025 Projected Results to be Achieved**

- Legal compliance with all applicable laws, rules and regulations
- Minimize lawsuits

**2026 Budgeted Results to be Achieved**

- Legal compliance with all applicable laws, rules and regulations
- Minimize lawsuits

**Objective**

- **Planning and Engineering:** Preserve and enhance aeronautical safety, capacity and environmental quality through implementation of the current Capital Improvement Plan to assure optimal use of Airport infrastructure in compliance with Federal Aviation Regulations, Codes and related statutes

**Activities**

- Provide project management oversight for new and ongoing design and construction projects as approved by funding and regulatory agencies and Airport Authority Board in the Capital Improvement Program
- Provide management oversight for regulatory compliance activities including but not limited to NEPA/SEQR/SPDES/Hazardous Material/Petroleum Bulk Storage/Fire Prevention and Building Code and SWPP Storm-water management permits to support project specific and airport-wide compliance

**2025 Projected Results to be Achieved**

- Administer five- year Airport Improvement Program/Capital Improvement Plan design and construction in conference with Federal and State guidance
- Project closeout certification reports for completed AIP/CIP projects
- See Capital Program section 9 for more information on capital projects
- Update Airport Layout Plan
- Airport Property Map, Airport OC-10 obstruction chard, and geographic information system
- Renew Federal Aviation regulations Part 139 Certification Renewal

**2026 Budgeted Results to be Achieved**

- Administer five-year Airport Improvement Program/Capital Improvement Plan design and construction in conference with Federal and State guidance
- Project closeout certification reports for completed AIP/CIP projects

- See Capital Program section for more information on capital projects
- Update Airport Layout Plan, Airport Property Map, Airport OC-10 obstruction chard, and geographic information system
- Renew Federal Aviation regulation Part 139 Certification Renewal

**Objective**

- **Public Affairs:** Maintain strong relationships with local media, national media and trade magazines; monitor all Airport programs, services and concessions that relate to the public, facilitate communications between Airport and the public and media; and act as spokesperson for the Airport

**Activities**

- Respond to media inquiries in a timely manner
- Review media policy and media guide
- Develop media strategy for Airport events and programs
- Meet with advertising companies and potential clients to promote new business
- Maintain contact and relationships with airline station manager to further airlines' mission and improve customer service
- Maintain Airport website

**2025 Projected Results to be Achieved**

- Inform public of Airport program, initiatives and service changes
- Maintain strong local and national media presence
- Improve results of terminal advertising program
- Maintain high level of customer service

**2026 Budgeted Results to be Achieved**

- Inform public of Airport program, initiatives and service changes
- Maintain strong local and national media presence
- Improve results of terminal advertising program
- Maintain high level of customer service

**Objective**

- **Economic Development:** Develop plans and identify opportunities to maintain and grow Airport facilities and services to meet current and future air traffic and user demands

**Activities**

- Conduct outreach locally, nationally and internationally to identify and then pursue projects for new development
- Develop & lease existing & new properties to provide competitive rates sufficient to recover costs and provide a reasonable financial return

**2025 Projected Results to be Achieved**

- Generate new business relationships in a location at the Airport
- Increase tenants at the Airport
- Increase tenant revenue at the Airport

**2026 Budgeted Results to be Achieved**

- Generate new business relationships in a location at the Airport
- Increase tenants at the Airport
- Increase tenant revenue at the Airport

**Objective**

- **Concessions & Customer Service:** Develop plans and identify opportunities for growth of Airport facilities and services to meet future air traffic and user demands

**Activities**

- Concessions:
  - Work with food and beverage concessionaires to improve the appearance of Airport space and food quality
- Marketing:
  - Promote Airport concessions on airport website
  - Promote parking on Airport website

**2025 Projected Results to be Achieved**

- Maximize revenues while maintaining close-to-street pricing
- Increase revenues from concessions
- Increase revenues from parking

**2026 Budgeted Results to be Achieved**

- Increase revenues from concessions
- Increase revenues from parking

## **INDEBTEDNESS**

### **DEBT POLICY**

The actual amount of debt the Authority may have outstanding at any one time is limited by the following:

- The Authority's legal debt limit (\$285 million).
- The Authority's Master Bond Resolution which permits new borrowings only if the Authority's net revenues equal 125% of Maximum Annual Debt Service on all debt outstanding and the proposed debt to be issued.
- The maintenance of investment grade debt ratings from major debt rating agencies. These agencies generally suggest that the total debt outstanding should be limited to \$100 per enplaned passenger.
- The willingness of investors in the bond market to purchase the Authority's indebtedness.
- Any negotiated bond sales are subject to the approval of the Comptroller of the State of New York and the Comptroller of the County of Albany.

The Authority also adopted a Derivatives Policy and a Variable Rate Debt Policy as summarized below.

#### **Derivatives Policy**

The Authority adopted a Derivatives Policy which allows for the use of Derivative Financial products for capital financing. The Derivatives Policy prohibits the use of Derivative Financial products for either investment or speculation. The Derivatives Policy recognizes derivatives as non-traditional financial products, including but not limited to, floating to fixed rate swaps, swaptions, caps, floors, collars and municipal warrants. The Derivatives Policy requires:

- that transactions entered into under the policy must be for a market transaction for which competing good faith quotations may be obtained at the discretion of the Authority and with the advice and recommendation of the Authority's swap advisor, and other financial professionals;
- that transactions should produce material economic benefit believed to not otherwise be attainable under the current existing market conditions, or existing conventional debt structures, and improve the flexibility of debt management strategies;
- employ a structure that will attempt to minimize any additional floating rate basis risk, tax law risk or credit risk to the Authority and justify the acceptance of these risks for a particular transaction, based on the additional benefits to the Authority; and
- limits the total amount of derivative financial product transactions so as not to exceed thirty-three percent (33%) of the total authorized debt limit of the Authority (currently \$285 million).

#### Variable Rate Debt Policy

The Authority adopted a Variable Rate Debt Policy which allows for the use of variable rate debt within prescribed limitations. The Variable Rate Debt Policy recognizes permanent and interim uses of variable rate debt. Interim use of variable rate debt may occur during the construction phase of a project for which the Authority intends to obtain permanent financing at the conclusion of the construction phase. The Variable Rate Debt Policy provides that:

- permanent variable rate debt exposure includes variable rate debt which the Authority does not intend to be refinanced by a long-term fixed rate debt;
- net permanent variable rate debt exposure is permanent variable rate debt that is not offset by the cash, cash equivalent and short-term investment assets of the Authority;
- net permanent variable rate debt excludes, with some exceptions, variable debt that has been synthetically changed to fixed rate debt by the use of a financial derivative hedge product with a fixed-payer interest rate swap;
- net permanent variable rate debt, excluding synthetic fixed rate transactions, should not generally exceed twenty percent (20%) of the Authority's outstanding indebtedness.

The Authority's policy is to manage its current and future debt service requirements to be in compliance with all bond covenants, while prudently meeting the capital needs of the Airport and to continue the pursuit of higher underlying ratings from the rating agencies.

#### DEBT LIMIT

The Authority's debt limit was increased from \$175 million to \$285 million during 2004 by State legislation enacted (Chapter 500), amending the Albany County Airport Authority Act, Title 32 of Article 8, of the New York State Public Authorities Law. The Authority has historically only issued debt to fund major capital improvement projects in excess of \$50,000.

#### LINE OF CREDIT

On February 28, 2024 the Authority closed on a \$30 million revolving line of credit note to provide interim funding for a capital project currently under construction. The terminal connector project is budgeted at \$100 million and is funded \$60 million from New York State Department of Transportation and \$40 million from the FAA. Interim funding is need to help bridge the gap between the time the vendors are paid and when reimbursement is received from either of the two funding sources. The note matures on February 28, 2025 for a period of two (2) years with a renewal maturity of February 28, 2027. Interest is paid on only the days that the loan is used at a rate of the Secured Overnight Financing Rate plus 1.20%.

#### MASTER BOND RESOLUTION

The Authority in 1995, as amended in 1997, established procedures for selection of underwriters for the sale of the Authority's bonds and for certain other matters. These procedures allow for public competitive sale, public negotiated sale or private negotiated sale of debt based upon a determination of the Chief Financial Officer and the recommendation of the Authority Chair.

In 1997 the Authority adopted a Master Bond Resolution which authorizes the issuance of Airport Revenue Bonds; prescribing the limitations on and the conditions of issuance and the form of any bonds to be issued. Two key provisions provide for an additional bonds test before the Authority

issues any new debt and a covenant to maintain 125% debt service coverage of net revenues, as defined.

	Audited 2024	Budget 2025	Projected 2025	Budget 2026
Debt Service Coverage	2.20	2.23	2.77	2.80
Debt per Enplaned Passenger	\$ 33	\$ 28	\$ 27	\$ 21

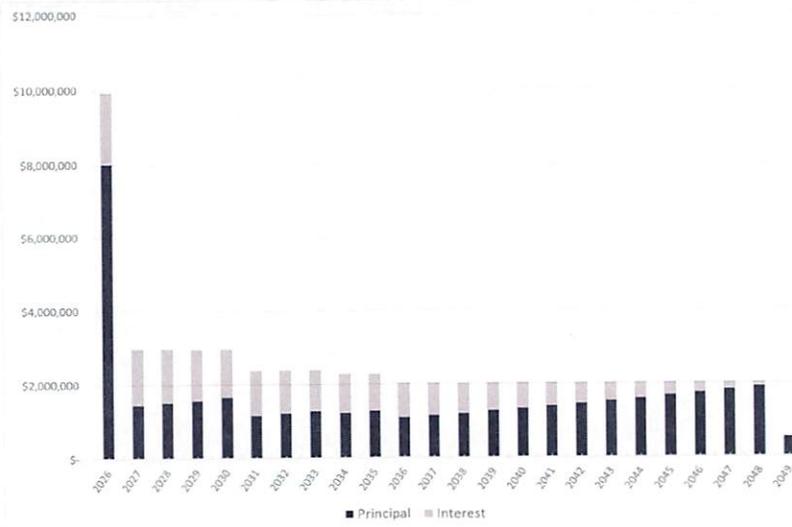
### DEBT OUTSTANDING

At the beginning of 2026, it is anticipated there will be \$40,390,000 of debt outstanding. Principal payments of \$8,030,000 are due and payable during 2026. The chart below exhibits for each issue the original issue amounts, the debt to be outstanding as of December 31, 2025, the principal payments due in 2026, the interest due in 2026 and the amount in debt service reserve funds.

Series	Original Issue Amount	Outstanding 12/31/2025	Principal Payments Due in 2026	Interest Payments Due in 2026	Total Payments Due in 2026	Available Debt Service Reserve Funds
2017 A Refunding Bonds	\$ 7,795,000	\$ 1,610,000	\$ 920,000	\$ 68,375	\$ 988,375	\$ 704,581
2017 B Refunding Bonds	6,600,000	2,190,000	310,000	88,025	398,025	556,915
2018 A Revenue Bond	14,770,000	14,770,000	-	738,500	738,500	962,543
2018 B Revenue Bond	7,820,000	5,090,000	480,000	254,500	734,500	513,207
2019 Revenue Bond	9,620,000	8,595,000	200,000	353,850	553,850	556,850
2020 A Refunding Bond	4,390,000	2,465,000	450,000	123,250	573,250	520,006
2020 B Refunding Bond	30,220,000	5,670,000	5,670,000	283,500	5,953,500	3,428,624
<b>Total:</b>	<b>\$ 81,215,000</b>	<b>\$ 40,390,000</b>	<b>\$ 8,030,000</b>	<b>\$ 1,910,000</b>	<b>\$ 9,940,000</b>	<b>\$ 7,242,726</b>

### FUTURE DEBT SERVICE PAYMENTS

The following chart shows future debt service principal and interest payments due through final maturity.



**SCHEDULES OF DEBT ISSUED BY THE AUTHORITY**

**\$7,795,000**

**Series 2017A Refunding Bonds (Non-AMT)**

**Date:** March 29, 2017

**Payable:** Principal is paid annually on December 15 with interest paid semiannually each June 15 and December 15.

**Rating**  
(underlying) Moody's: A3  
Standard & Poor's: A  
Fitch's: unrated

**Purpose** The bonds were issued to refund the Series 2003A and 2006A Bonds which were issued to finance various land, parking expansions, hangars, and equipment acquisitions, apron and runway expansions, taxiway, runway and hangar rehabilitations, certain terminal expansion and leasehold improvements.

**Security:** The bonds are secured by the full faith and credit of the Authority and are payable from general Airport revenues without limitation.

**Debt Service through Maturity:**

Fiscal Year	Interest Rates	Principal	Interest	Total
2026	5.00%	\$ 920,000	\$ 68,375	\$ 988,375
2027	5.00%	90,000	22,375	112,375
2028	5.00%	95,000	19,675	114,675
2029	5.00%	95,000	16,825	111,825
2030	5.00%	95,000	13,856	108,856
2031	5.00%	100,000	10,769	110,769
2032	5.00%	105,000	7,394	112,394
2033	5.00%	110,000	3,850	113,850
<b>Debt outstanding</b>		<b>\$ 1,610,000</b>	<b>\$ 163,119</b>	<b>\$ 1,773,119</b>

**\$6,600,000**  
**Series 2017B Refunding Bonds (AMT)**

**Date:** March 29, 2017

**Payable:** Principal is paid annually on December 15 with interest paid semiannually each June 15 and December 15.

**Rating**  
 (underlying) Moody's: A3  
 Standard & Poor's: A  
 Fitch's: unrated

**Purpose** The bonds were issued to refund the Series 2006C bonds which were issued to finance the construction of a 42,800 square foot aviation service and maintenance facility, certain terminal renovations, general aviation hangar renovations, construction of additional general aviation T-hangars, fuel farm upgrades and equipment for use by Airport management contractors.

**Security:** The bonds are secured by the full faith and credit of the Authority and are payable from general Airport revenues without limitation.

**Debt Service through Maturity:**

Fiscal Year	Interest Rates	Principal	Interest	Total
2026	5.00%	\$ 310,000	\$ 88,025	\$ 398,025
2027	5.00%	180,000	72,525	252,525
2028	5.00%	190,000	63,525	253,525
2029	5.00%	195,000	57,350	252,350
2030	5.00%	205,000	50,525	255,525
2031	5.00%	205,000	43,094	248,094
2032	5.00%	215,000	35,663	250,663
2033	5.00%	220,000	27,600	247,600
2034	5.00%	235,000	18,800	253,800
2035	5.00%	235,000	9,400	244,400
<b>Debt outstanding</b>		<b>\$ 2,190,000</b>	<b>\$ 466,507</b>	<b>\$ 2,656,507</b>

**\$14,770,000**  
**Series 2018A Revenue Bonds (Non-AMT)**

<b><u>Date:</u></b>	November 15, 2018
<b><u>Payable:</u></b>	Principal is paid annually on December 15 with interest paid semiannually each June 15 and December 15.
<b><u>Rating:</u></b> (underlying)	Moody's: A3 Standard & Poor's: A Fitch's: unrated
<b><u>Purpose:</u></b>	The Series 2018A Bonds were issued to (i) finance \$15 million of project costs in the Authority's 2015-2019 Five-Year Capital Plan (the "Capital Plan"), (ii) make the required deposit to the Bond Reserve Account for the Series 2018A Bonds, and (iii) to pay the costs of issuing the Series 2018A Bonds.

The Capital Plan approved by the County of Albany, as amended in 2017, includes the issuance of up to \$38.5 million in bonds to fund projects included in the plan. On August 14, 2018 the State of New York announced a \$92 million Albany International Airport Modernization Project. The Albany International Airport Modernization Project includes an Airport Highway Access Project funded by the State at an estimated cost of \$50 million and a \$42.2 million Airport Modernization Project to which the State is contributing \$22.1 million in grant funding. The Authority used \$14.1 million of the Series 2018A Bond Proceed and other available funds to fund a portion of the Airport Modernization Project. The Albany International Airport Modernization Project included:

- Construction of a 1,000 unit, multi-level parking garage, expanding airport parking capacity. The pre-cast concrete garage provided a heated pedestrian walkway to the airport terminal.
- Energy-efficient LED lights illuminating that bridge, enhancing visibility as well as vehicular and pedestrian safety.
- Parking Access Improvements -- The project installed new LED electronic signage, car counting devices, and interactive access control devices that utilize advanced GPS technology to locate available parking spaces and provide wayfinding messages that direct motorists to them.
- Terminal projects included refurbishing the escalators, restrooms, waiting rooms and the food court. Improvements will include new carpets, wall finishes, tile floors, energy-efficient lighting fixtures and better Internet connectivity.
- The Authority used \$900,000 of the Series 2018A Bond Proceeds to fund other capital expenditures included in the Capital Plan.

**Security:**

The bonds are secured by the full faith and credit of the Authority and are payable from general Airport revenues without limitation.

**Debt Service through Maturity:**

Fiscal Year	Interest Rates	Principal	Interest	Total
2026	5.00%	\$ -	\$ 738,500	\$ 738,500
2027	5.00%	-	738,500	738,500
2028	5.00%	-	738,500	738,500
2029	5.00%	-	738,500	738,500
2030	5.00%	-	738,500	738,500
2031	5.00%	-	738,500	738,500
2032	5.00%	-	738,500	738,500
2033	5.00%	-	738,500	738,500
2034	5.00%	195,000	738,500	933,500
2035	5.00%	745,000	728,750	1,473,750
2036	5.00%	780,000	691,500	1,471,500
2037	5.00%	820,000	652,500	1,472,500
2038	5.00%	860,000	611,500	1,471,500
2039	5.00%	905,000	568,500	1,473,500
2040	5.00%	950,000	523,250	1,473,250
2041	5.00%	1,000,000	475,750	1,475,750
2042	5.00%	1,045,000	425,750	1,470,750
2043	5.00%	1,100,000	373,500	1,473,500
2044	5.00%	1,155,000	318,500	1,473,500
2045	5.00%	1,210,000	260,750	1,470,750
2046	5.00%	1,270,000	200,250	1,470,250
2047	5.00%	1,335,000	136,750	1,471,750
2048	5.00%	1,400,000	70,000	1,470,000
<b>Debt outstanding</b>		<b>\$ 14,770,000</b>	<b>\$ 12,683,750</b>	<b>\$ 27,453,750</b>

**\$7,820,000**  
**Series 2018B Revenue Bonds (AMT)**

**Date:** November 15, 2018

**Payable:** Principal is paid annually on December 15 with interest paid semiannually each June 15 and December 15.

**Rating**  
 (underlying) Moody's: A3  
 Standard & Poor's: A  
 Fitch's: unrated

**Purpose** The Series 2018B Bonds were issued to (i) finance \$8 million of project costs in the Capital Plan, (ii) make the required deposit to the Bond Reserve Account for the Series 2018B Bonds, and (iii) to pay the costs of issuing the Series 2018B Bonds. The Series 2018B Bonds will be used fund capital renovations and improvements to general aviation and commercial aviation hangars, fund equipment acquisitions for its Fixed-Base of Operations and fund other capital improvements to the Passenger Terminal buildings.

**Security:** The bonds are secured by the full faith and credit of the Authority and are payable from general Airport revenues without limitation.

**Debt Service through Maturity:**

Fiscal Year	Interest Rates	Principal	Interest	Total
2026	5.00%	\$ 480,000	\$ 254,500	\$ 734,500
2027	5.00%	505,000	230,500	735,500
2028	5.00%	530,000	205,250	735,250
2029	5.00%	555,000	178,750	733,750
2030	5.00%	580,000	151,000	731,000
2031	5.00%	610,000	122,000	732,000
2032	5.00%	640,000	91,500	731,500
2033	5.00%	675,000	59,500	734,500
2034	5.00%	515,000	25,750	540,750
<b>Debt outstanding</b>		<b>\$ 5,090,000</b>	<b>\$ 1,318,750</b>	<b>\$ 6,408,750</b>

**\$9,620,000**  
**Series 2019 Revenue Bonds (Non-AMT)**

**Date:** November 26, 2019

**Payable:** Principal is paid annually on December 15 with interest paid semiannually each June 15 and December 15.

**Rating**  
 (underlying) Moody's: A2  
 Standard & Poor's: A+, Stable (08/2024)

**Purpose** The Series 2019 Bonds were issued to (i) finance \$10 million of project costs in the Upstate Airport Development & Rehabilitation project at the airport, (ii) make the required deposit to the Bond Reserve Account for the Series 2019 Bonds, and (iii) to pay the costs of issuing the Series 2019 Bonds.

**Security:** The bonds are secured by the full faith and credit of the Authority and are payable from general Airport revenues without limitation.

**Debt Service through Maturity:**

Fiscal Year	Interest Rates	Principal	Interest	Total
2026	5.00%	\$ 200,000	\$ 353,850	\$ 553,850
2027	5.00%	210,000	343,850	553,850
2028	5.00%	220,000	333,350	553,350
2029	5.00%	230,000	322,350	552,350
2030	5.00%	245,000	310,850	555,850
2031	5.00%	255,000	298,600	553,600
2032	5.00%	270,000	285,850	555,850
2033	5.00%	280,000	272,350	552,350
2034	5.00%	295,000	258,350	553,350
2035	5.00%	310,000	243,600	553,600
2036	5.00%	325,000	228,100	553,100
2037	5.00%	345,000	211,850	556,850
2038	5.00%	360,000	194,600	554,600
2039	4.00%	380,000	176,600	556,600
2040	4.00%	395,000	161,400	556,400
2041	4.00%	410,000	145,600	555,600
2042	4.00%	425,000	129,200	554,200
2043	4.00%	440,000	112,200	552,200
2044	4.00%	460,000	94,600	554,600
2045	3.00%	480,000	76,200	556,200
2046	3.00%	495,000	61,800	556,800
2047	3.00%	505,000	46,950	551,950
2048	3.00%	520,000	31,800	551,800
2049	3.00%	540,000	16,200	556,200
<b>Debt outstanding</b>		<b>\$ 8,595,000</b>	<b>\$ 4,710,100</b>	<b>\$ 13,305,100</b>

\$4,390,000

**Series 2020A Refunding Bonds (Non-AMT)**

**Date:** March 18, 2020

**Payable:** Principal is paid annually on December 15 with interest paid semiannually each June 15 and December 15.

**Rating:** Moody's: A2  
(underlying) Standard & Poor's: A+, Stable (08/2024)

**Purpose:** The Series 2018B Bonds were issued to refund and defease a certain portion of the Series 2010A General Airport Revenue Refunding Bonds that were issued to partially finance the 1998 Terminal Improvement Program, a 1,900 space parking garage and the New York State Police Executive Hangar.

**Security:** The bonds are secured by the full faith and credit of the Authority and are payable from general Airport revenues without limitation.

**Debt Service through Maturity:**

Fiscal Year	Interest Rates	Principal	Interest	Total
2026	5.00%	\$ 450,000	\$ 123,250	\$ 573,250
2027	5.00%	470,000	100,750	570,750
2028	5.00%	495,000	77,250	572,250
2029	5.00%	510,000	52,500	562,500
2030	5.00%	540,000	27,000	567,000
<b>Debt outstanding</b>		<b>\$ 2,465,000</b>	<b>\$ 380,750</b>	<b>\$ 2,845,750</b>

**\$30,220,000**  
**Series 2020B Refunding Bonds (AMT)**

**Date:** March 18, 2020

**Payable:** Principal is paid annually on December 15 with interest paid semiannually each June 15 and December 15.

**Rating:** Moody's: A2  
 (underlying) Standard & Poor's: A+, Stable (08/2024)

**Purpose:** The Series 2020B Bonds were issued to refund and defease a certain portion of the Series 2010A General Airport Revenue Refunding Bonds that were issued to partially finance the 1998 Terminal Improvement Program, a 1,900 space parking garage and the New York State Police Executive Hangar.

**Security:** The bonds are secured by the full faith and credit of the Authority and are payable from general Airport revenues without limitation.

**Debt Service through Maturity:**

Fiscal Year	Interest Rates	Principal	Interest	Total
2026	5.00%	\$ 5,670,000	\$ 283,500	\$ 5,953,500
Debt outstanding		\$ 5,670,000	\$ 283,500	\$ 5,953,500

**PASSENGER FACILITY CHARGES (PFC's)**

PFC's are a surcharge collected by the airlines and forwarded to the Authority to pay for Airport capital projects approved by the Federal Aviation Administration. PFC's are applied to the Airport's debt service payments on Airport revenue bonds sold to finance these capital projects.

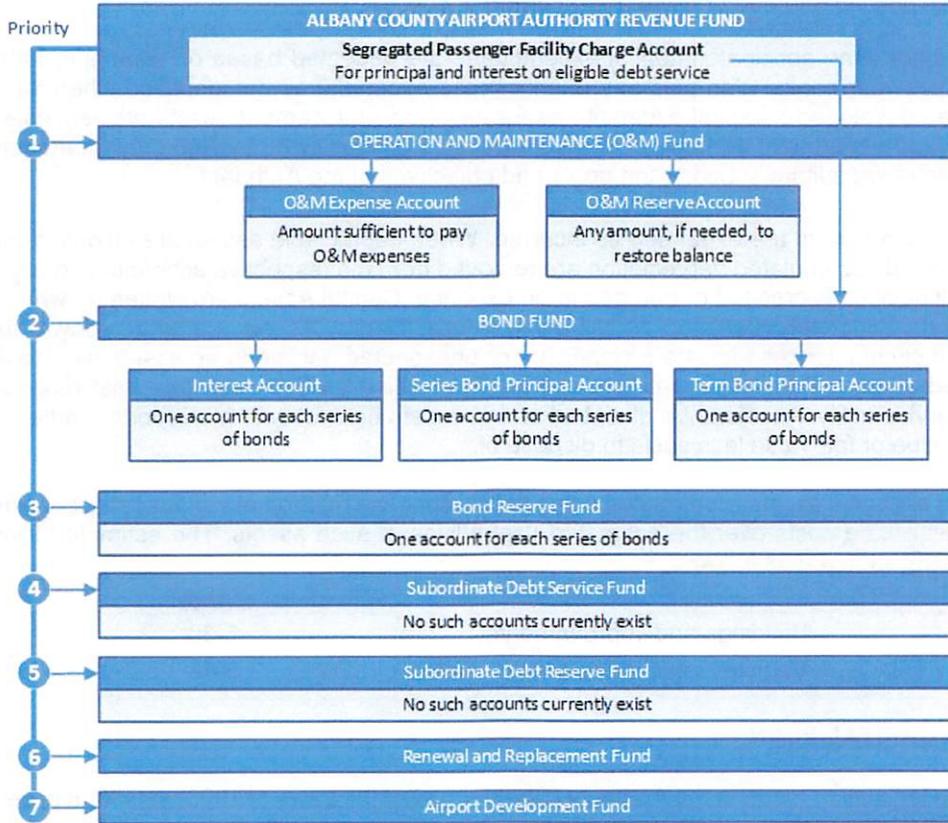
Passenger Facility Charges (PFC) at the rate of \$3 per enplaned passenger have been levied by the Airport since March 1, 1994 under an FAA approved application to impose \$40,726,364 with collection thereof estimated to be complete in the year 2005. During 1996, the Authority received approval to increase the amount of PFC collections to \$116,888,308 extending the estimated collection period through the year 2022. In 2009, the Authority received approval to change the PFC collection from \$3.00 per passenger to \$4.50 per passenger. In 2020, PFC Application 20-04 in the amount of \$8,142,737 was approved by the FAA. In 2022, PFC Application 23-05 in the amount of \$26,170,000 to fund certain capital projects through July 1, 2027 was approved by the FAA. In 2024, PFC Application 24-06 in the amount of \$12,858,346 to fund certain capital projects through June 1, 2030. Also in 2024, two amendments to PFC Application 20-04 and PFC Application 23-05 were approved for \$312,507 and \$1,439,839, respectively. Through November 30, 2025 the Authority has collected PFCs including interest earnings thereon totaling \$139,115,091.

The Authority has received approval from the FAA for the following PFC Applications:

Application #	Approval Date	Original Amount	Amendment Date	Amendment Amount	Revised Amount
1	12/3/1993	\$ 104,851,491			\$ 104,851,491
2	1/26/1996	\$ 1,158,387			\$ 1,158,387
3	9/27/1996	\$ 11,888,847			\$ 11,888,847
4	6/10/2020	\$ 8,142,737	10/7/2024	\$ 312,507	\$ 8,455,244
5	12/12/2022	\$ 26,170,000	10/7/2024	\$ 1,439,839	\$ 27,609,839
6	10/11/2024	\$ 12,858,346			\$ 12,858,346

## APPLICATION OF AUTHORITY REVENUE UNDER THE MASTER BOND RESOLUTION

The chart below illustrates the allocation and priority of the application of the flow of Airport Revenues from initial receipt to final deposit of residual net revenue in the Development Fund Account in accordance with the Master Bond Resolution adopted by the Authority.



Source: Albany County Airport Authority Official Statement of Airport Revenue Refunding Bonds Series 2010 (July 29, 2010)

**CAPITAL PROGRAM**

The capital improvement program (CIP) identifies all capital expenditures and related funding sources within a five-year period. Capital expenditures include land, improvements to land, easements, buildings, building improvements, vehicles, equipment and all other tangible assets that are used in operations and have useful lives extending beyond a single reporting period. Acquisitions of new assets costing \$50,000 or more are recorded at cost.

For each budget year, anticipated capital expenditures are budgeted based on what is included in the current five-year capital plan plus any unanticipated expenditures not identified when the five-year CIP was developed. Capital expenditures for new and replacement assets are requested by engineering and department managers. These requested are reviewed by Authority management to ensure each expenditure supports the goals and objectives of the Authority.

Maintenance and repairs are expended as incurred. When depreciable assets are disposed of, the related costs and accumulated depreciation are removed from the respective accounts and any gain or loss on disposition is credited or charged to an expense. Capital Assets are written off when fully depreciated unless clearly identified as still being in use. Capital Assets are written-down due to impairment if circumstances indicate a significant or unexpected decline in an assets service utility has occurred. Impaired Capital assets are written down using an approach that best reflects the decline in service utility. Assets to be disposed of and assets held for sale are reported at the lower of carrying value or fair value less costs to dispose of.

Depreciation of capital assets is computed using the straight-line method at various rates considered adequate to allocate costs over the estimated useful lives of such assets. The estimated lives by general classification are as follows:

	<u>Years</u>
Buildings and improvements	5-30
Vehicles, machinery and equipment	5-15

**FIVE-YEAR CAPITAL PLAN**

The enabling legislation creating the Authority (Chapter 686 of the Laws of 1993) sets forth in section 2784.3. (a) The following:

“On or before September first, nineteen hundred ninety-five, and on or before September first on every fifth year thereafter, the Authority shall submit to the county legislature a capital projects plan for the five year period commencing January first of the following year. The plan shall set goals and objectives for capital spending and describe each capital project proposed to be initiated in each of the years covered by the plan. Each plan shall also set forth an estimate of the amount of capital funding required each year and the expected sources of such funding.”

The first-five year capital program for the Authority covered the years 1996 through 2000. This program totaled \$49,571,843 and was approved by the Albany County Legislature, in Resolution 280, adopted on September 11, 1995. There was one amendment to the five year capital plan for \$6,605,319 approved in Resolution 251, adopted on July 13, 1998 which increased the total approved capital program to \$56,177,162.

Today's capital plan for the years 2025-2029 totals \$283,349,705 and was presented to the Albany County Legislature, in Resolution 535, adopted on October 15, 2024.

The potential funding sources represent the Authority's current estimate of those projects which are eligible for federal funding and the related New York State share thereof. As of this date, the total

amount of Federal entitlement or discretionary funding will be made available to the Authority during this five-year period is not known. The remaining projects, if they are initiated, will be funded by Authority resources, either from airport capital funds or from the issuance of Authority debt.

Many of the projects are dependent on future growth in passengers, cargo and general aviation usage of the Airport and the related support facilities and equipment needed to meet that growth. Also, many of these projects are dependent on their eligibility for available Federal and State funding, or on the ability of the Authority to issue indebtedness. The actual time for starting each project is dependent upon this growth and availability of funding.

The total effect any capital program will have on future operating budgets is evaluated at the time a specific project is authorized by the Authority to be started, unless a project is mandated for safety or health purposes. All other projects are undertaken based on a cost-benefit analysis.

The remaining pages of this section include the five-year capital plan for the five-year period that began January 1, 2025 and the projects that are budgeted for 2026.

## **GOALS AND OBJECTIVES**

The legislation creating the Authority set forth the following for its creation:

**GOAL:** To provide adequate, safe, secure and efficient aviation and transportation facilities at a reasonable cost to the people.

**OBJECTIVES:** To promote safe, secure, efficient and economic air transportation by preserving and enhancing airport capacity.

To acquire, construct, reconstruct, continue, develop, equip, expand, improve, maintain, finance and operate aviation and other related facilities and services.

To stimulate and promote economic development, trade and tourism.

To form an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense and to assure inclusion of the Authority's facilities in state, national and international programs for air transportation and for airport or airway capital improvements.

To ensure that aviation facilities shall provide for the protection and enhancement of the natural resources and the quality of the environment of the State and the Capital District area.

**ACTIVITIES:** All the projects included in the proposed five-year capital plan for the years 2025 through 2029 are designed to meet the above objectives as set forth in the Airport's Master Plan and Airport's Safety Improvement Program. All projects have or will be subject to a Federal Environmental Assessment (EA) pursuant to the National Environmental Policy Act of 1969 (NEPA), as amended, and a New York State Environmental Impact Statement (EIS) under the New York State Environmental Quality Review Act (SEQRA). Specific airfield related projects eligible for Federal or State funding support will also be subject to Federal Aviation Administration and New York State Department of Transportation review and approval.

## POTENTIAL FUNDING SOURCES

**Federal** - Represents Federal entitlement and potential discretionary dollars available to fund eligible airfield capacity and safety related projects. Eligible projects generally are funded at 90% of the eligible project costs.

**NY State** - Represents New York State share of eligible Federal Projects (generally 5%) plus any State discretionary dollars that may be appropriated for the Airport.

**Passenger Facility Charges (PFCs)** - Represents a \$4.50 passenger surcharge collected by the airlines and forwarded to the Authority to pay for Airport capital projects as approved by the FAA.

**ACAA** - Represents the Authority's share of eligible Federal Projects (5%). In addition, the costs of other projects will be funded by State Grants and by Airport generated operating funds or by the issuance of indebtedness.

Generally facilities to be funded by the issuance of Authority indebtedness will be initiated only when the project is projected to generate sufficient revenues or cost savings to meet the annual debt service payments. For example, construction of hangars, freight buildings or private use facilities would only be initiated when tenants have been identified and have committed to leasehold payments sufficient to cover the debt service payments and any operating costs to be borne by the Authority.

Before the issuance of bonds is considered for any project, the Authority will evaluate whether any funds are available from its operating budget to cover any or a portion of the ACAA's share of the costs. This will include monies available under the Airline Use and Lease Agreement and any monies available in reserve funds held by the Authority.

The table below depicts the possible sources and allowable uses of funds for Airport capital projects.

	Airport Revenue		Revenue Bonds			AIP Grants		Passenger Facility Charges		State Grants - Non AIP	Airport Development Fund
	From Operations	From Airline Capital Contribution	Tax-Exempt	Subject to AMT	Taxable	Entitlement	Discretionary	Pay-as-you-go	AMT Bonds		
Land Acquisition		○	○			○	○				▲
Airfield Projects and Equipment		○		○		○	○				▲
Terminal Projects		○		○		▲		○	○	▲	▲
Security Projects		○		○		○	○	○	○	▲	▲
On-airport access roads		○	○			○	○			▲	▲
Escalators/Elevators		○		○				○	○	▲	▲
Aeronautical/Cargo Tenants		○		○						▲	▲
Non-Aeronautical/Fed Gov't Tenant		▲			○					▲	▲
Public Parking		○	○							▲	▲
Rental Car Facilities		○		○						▲	▲
On-going maintenance	○										▲
Planning and preliminary design	○	○								▲	▲
Airport Liquidity	○										○
Fuel Farm/FBO		○		○						▲	▲
Non-Airfield Equipment		○		○						▲	▲

○ Key Source   
 ▲ Secondary Source   
 □ Eligible   
 ○ Eligible/Not Advisable

**SUMMARY OF THE 2025-2029 FIVE-YEAR CAPITAL PLAN**

							Funding Sources					
	Total	2025	2026	2027	2028	2029	FAA	NYS	PFC	Cash	Other	Debt
<b>Airfield</b>												
PFAS Foam Mitigation Plan	\$ 1,500	\$ 1,500					\$ 1,350	\$ 75		\$ 75		
Piping for Large Lagoon	5,000		5,000									5,000
Intrusion Detection System	600		600						600			
Airfield Lighting Controls	500	500							500			
Vortac Relocation	500		500				500					
Other Airfield	3,649	1,349	650	1,550		100			689	2,960		
<b>Airfield Pavement</b>												
Runway 1/19 & S Perimeter Road	14,427	14,427					12,567	700	700	460		
Terminal Apron Rehab	24,000	3,000	7,000	7,000	7,000				24,000			
GA Apron Rehabilitation	6,000	6,000					5,400	300		300		
Apron Storm Rehabilitation	2,000		2,000							2,000		
Runway 1/19 Partial Parallel Taxiway	23,533		1,333	100	22,000	100	21,200	1,164		1,176		
Runway 01 MALSR	2,800		2,800				2,800					
Taxiways M, Q and Cargo Apron Rehab	11,000			500		10,500	9,900	550		550		
Perimeter Road Rehabilitation	5,000					5,000	4,500	250		250		
Other Airfield Pavement	2,700	200	2,500				110			2,590		
<b>Terminal</b>												
Concourse A	21,230	10,600	3,600	7,033			10,600		9,210	1,420		
Electrical Transformer	6,000	6,000										6,000
Geothermal Development	15,000			15,000								15,000
Elevator Rehabilitation	2,688	1,344	1,344					1,620		1,068		
Terminal Concourse B & C Seating	500	500								500		
Other Terminal Improvements	715	715								715		
<b>Landside</b>												
NW MRO Development	20,050		2,050			18,000						20,050
GA Hangar Development	32,050		2,050	30,000								32,050
Fuel Farm Maintenance Building	3,000			3,000								3,000
Building Improvements	2,628	80	66	932	1,550					1,628	1,000	
FBO Maintenance Building	1,000			1,000								1,000
SRE Building	5,850		300	3,000	2,550				3,000	2,850		
North & South Garage Rehabilitation	1,100	800	300							1,100		
Repave E Lot 1-BB & Red Lot	1,350	350	1,000							1,350		
Digital Sign Package for Parking	500	500								500		
Other Landside Improvements	417	100	50		267					417		
<b>Planning</b>												
Multi-Modal Facility Design	10,000			10,000								10,000
Cargo Facility Design	2,000					2,000				2,000		
Customs Facility Design	3,000					3,000						3,000
Other Planning	1,050	880	170				495	30	500	30		
<b>Vehicles &amp; Equipment</b>												
	21,270	3,490	3,030	6,990	5,710	2,050	1,570		11,510	8,110		70
	254,607	52,335	36,343	86,105	39,077	40,750	70,992	4,689	50,709	32,049	85,170	11,000
Debt Service	28,740	9,920	9,940	2,960	2,970	2,950	-	-	3,710	-	25,030	-
Grand Total	\$ 283,347	\$ 62,255	\$ 46,283	\$ 89,065	\$ 42,047	\$ 43,700	\$ 70,992	\$ 4,689	\$ 54,419	\$ 32,049	\$ 110,200	\$ 11,000

(\$=000)

## CAPITAL DEVELOPMENT

The Airline Use and Lease Agreement effective January 1, 2026, provides for annual capital expenditure to be used for Airport development that is not subject to Majority-in-Interest (MII) provisions by the airlines. Any amount not currently utilized is carried forward by the Authority for use in subsequent years. In the current Airline Use and Lease Agreement, the amount to be funded during 2026 is fixed at \$6.0 million.

## SCHEDULE OF GRANTS

Below is a schedule of open grants with the FAA and NYS DOT and the balance remaining on the grants as of November 2025:

FAA Grants:	FAA Grant #	Grant Amount	Balance
Acquire Snow Removal Equipment	147-2021	\$ 1,537,635	\$ 582,999
American Rescue Plan Act (ARPA)	148-2022	\$ 12,113,224	\$ -
Replace ATCT HVAC & Roof	151-2023	\$ 2,000,000	\$ 228,206
Reconstruct Terminal A & 2 PBBs	152-2024	\$ 10,600,000	\$ 1,336,944
Rehabilitate Rwy 1/19 & Perimeter Road	153-2024	\$ 9,326,858	\$ 2,671,206
Reconstruct 60,000 of Existing Terminal	154-2025	\$ 21,915,184	\$ 21,915,184
Reconstruct General Aviation Apron	155-2025	\$ 12,936,210	\$ 12,675,905

New York State DOT Grants:	State Grant #	Grant Amount	Balance
Rehabilitate Rwy 10/28 & Taxiway C	1A00.30	\$ 357,241	\$ 357,241
Replace ATCT HVAC & Roof	1A00.31	\$ 52,632	\$ 52,632
Rehabilitate Rwy 1/19 & Perimeter Road	TBD	\$ 518,159	\$ 518,159
Rehabilitate Elevators	1A00.94	\$ 1,612,560	\$ 1,612,560
Terminal Expansion Connector	1A00.95	\$ 60,000,000	\$ 21,974,080

## 2026 CONSTRUCTION PROJECTS BY FUNDING SOURCE

	←-----FUNDING SOURCES-----→					
	Total	FAA	NYS	PFC	NYSERDA	ACAA
<b>Airside - Pavement</b>						
Airfield - Storm Drain Clean-Up	2,000,000					2,000,000
Cargo Pipe Glycol Re-Lining	1,000,000					1,000,000
GA Ramp Pipe Glycol Re-Lining	1,000,000					1,000,000
Terminal Apron - Design	1,000,000	900,000	50,000			50,000
GA Apron Reconstruction	5,271,244	4,744,120	263,562			263,562
Pave Perimeter Road	600,000					600,000
East Side Runway 1/19 Partial Parallel Taxiway -- design	1,333,332	1,199,999	66,667			66,667
Subtotal	12,204,576	6,844,119	380,229	-	-	4,980,229
<b>Building</b>						
GA Hangar Development - Design	2,000,000					2,000,000
GA Hangar Development - Environmental	50,000					50,000
Maintenance, Repair, and Overhaul (MRO) Hang - Design	2,000,000					2,000,000
Maintenance, Repair, and Overhaul (MRO) Hangar - Envir	50,000					50,000
Snow Removal Equipment Storage Bldg. - Design	300,000					300,000
Subtotal	4,400,000	-	-	-	-	4,400,000
<b>Building Improvement</b>						
Self contained generator for Glycol Facility	55,000					55,000
Fuel Farm Fire Suppression System	1,200,000					1,200,000
Subtotal	1,255,000	-	-	-	-	1,255,000
<b>Equipment</b>						
Automatic Transfer Switch	1,500,000					1,500,000
Replace M-49, 2004 Front End Loader	400,000					400,000
Replace M-65, 2002 Dump Truck w Plow	300,000					300,000
Replace M-48, 2004 Front End Loader w 30ft Plow	400,000					400,000
Replace M-66, 2004 International Dump	250,000					250,000
Replace M-30, 1984 Sand Spreader	250,000					250,000
Replace M-86, 2006 John Deere 6615 Tractor	150,000					150,000
Replace M-51, 2005 John Deere 310SG Back Hoe	150,000					150,000
Replace M-85, 2006 John Deere 6615 Tractor	150,000					150,000
Lektro 8850	120,000					120,000
Tennant T7AMR	100,000					100,000
Replace M-73, 1986 John Deere 2350 Tractor	80,000					80,000
Replace P-58, 2000 New Holland LS180, Skid Loader	80,000					80,000
2 Shuttle Buses	300,000					300,000
PC Air Cart	85,000					85,000
Concrete Scrubber	250,000					250,000
80' Lift	205,000					205,000
Spider Lift	140,000					140,000
Replace C-02, 2011 Chevrolet Tahoe	70,000					70,000
ITW 7400 E- GPU	60,000					60,000
Replace M-19, 2007 Chevrolet CK2500	60,000					60,000
Replace M-38, 2001 Ford F-350 Pickup	60,000					60,000
Replace M-11, 2012 Ford Van	50,000					50,000
Replace A-02, 2016 Chevrolet Traverse	50,000					50,000
Replace A-01, 2012 Chevy Traverse	50,000					50,000
Subtotal	5,310,000	-	-	-	-	5,310,000

**2026 CONSTRUCTION PROJECTS BY FUNDING SOURCE, Con't**

	Total	←-----FUNDING SOURCES-----→				
		FAA	NYS	PFC	NYSERDA	ACAA
<b>Landside</b>						
Purchase of County Hockey facility and land	3,200,000					3,200,000
Caustic tank replace. with roof replace on Anaerobic bldg	400,000					400,000
Reseal North Garage	1,300,000					1,300,000
Pave Heritage Lot, Demo Laundry Facility & Walkway	3,000,000					3,000,000
Highway & Exterior Signage	2,000,000					2,000,000
Economy Lot Red Lot Repave & Improvements	2,500,000					2,500,000
Subtotal	12,400,000	-	-	-	-	12,400,000
<b>Planning</b>						
Engineering Study - Glycol Processing Analysis	100,000					100,000
Comprehensive AGIS Obstruction & Topography	170,000	153,000	8,500			8,500
Subtotal	270,000	153,000	8,500	-	-	108,500
<b>Terminal</b>						
Terminal Checkpoint (Continuing Construction)	25,000,000	10,000,000	15,000,000			
Terminal Geothermal Design (Continuing Construction)	100,000				100,000	
Concourse A (Continuing Construction)	7,911,297			7,911,297		
Subtotal	33,011,297	10,000,000	15,000,000	7,911,297	100,000	-
	<u>\$ 68,850,873</u>	<u>\$ 16,997,119</u>	<u>\$ 15,388,729</u>	<u>\$ 7,911,297</u>	<u>\$ 100,000</u>	<u>\$ 28,453,729</u>

**2026 CAPITAL IMPROVEMENT PROJECTS DESCRIPTIONS**

**AIRSIDE - PAVEMENT**

Airfield - Storm Drain Clean-Up - \$2,000,000

This project includes the removal of sediment from catch basins to help alleviate suspended solids in creek. (Monitored by D.E.C.)

Cargo Pipe Glycol Re-Lining - \$1,000,000

This project includes the replacement of pipe that currently leak ground water into the treatment system which adds to unnecessary treatment costs.

GA Ramp Pipe Glycol Re-Lining - \$1,000,000

This project includes the replacement of pipe that currently leak ground water into the treatment system which adds to unnecessary treatment costs.

Terminal Apron Phase I Design - \$1,000,000

This project includes the design of the terminal apron pavement rehabilitation project.

GA Apron Reconstruction - \$5,271,244

This project includes the reconstruction of the pavement on the GA Apron.

East Side Runway 1/19 Partial Parallel Taxiway - Design - \$1,333,332

This project includes a study to ascertain if there will be any environmental impact of a proposed East side parallel taxiway to Rwy 1/19.

**BUILDING**

GA Hangar Development - Design - \$2,000,000

This project includes the design for the construction of a 40,000 sf GA hangar with 6,000 sf of office space.

GA Hangar Development - Environmental - \$50,000

This project will assess the environmental impact of the construction of a 40,000 sf GA hangar with 6,000 sf of office space.

Maintenance, Repair, and Overhaul (MRO) Hangar - Design - \$2,000,000

This project includes the design for the construction of a Maintenance, Repair, and Overhaul hangar in the Northwest Quadrant.

Maintenance, Repair, and Overhaul (MRO) Hangar - Environmental - \$50,000

This project will assess the environmental impact of the construction of a Maintenance, Repair, and Overhaul hangar in the Northwest Quadrant.

Snow Removal Equipment Storage Bldg. (15,000 SF) - \$300,000

This project includes the design of an additional Snow Removal Equipment (SRE) Building to garage SRE and other airport equipment.

### **BUILDING IMPROVEMENT**

Self contained generator for Glycol Facility - \$55,000

This project includes the procurement of a generator so that airfield operations are maintained during National Grid power outages.

Fuel Farm Fire Suppression System - \$1,200,000

This project includes the installation of a fire suppression system at the fuel farm.

Digital Sign Package for Main Entry and Exit Plazas - \$1,000,000

This project includes the installation of new signage to coincide with the terminal project.

### **EQUIPMENT**

The procurement of equipment that has a cost in excess of \$50,000 and a useful life of ten years or more. Funds are needed to be allocated to provide the continual upgrade of the fleet mix for all divisions of the Airport. Anticipated 2026 equipment purchases in the amount of \$5,310,000 are as follows:

- Automatic Transfer Switch
- Replace M-49, 2004 Front end Loader
- Replace M-65, 2002 Dump Truck with Plow
- Replace M-48, 2004 Front End Loader with 30ft Plow
- Replace M-66, 2004 International Dump
- Replace M-30, 1984 Sand Spreader
- Replace M-86, 2006 John Deere 6615 Tractor
- Replace M-51, 2005 John Deere 310SG Back Hoe
- Replace M-85, 2006 John Deere 6615 Tractor
- Lektro 8850
- Tenant T7AMR
- Replace M-73, 1986 John Deere 2350 Tractor
- Replace P-58, 2000 New Holland LS180, Skid Loader
- 2 Shuttle Buses
- PC Air Cart
- Concrete Scrubber
- 80' Lift
- Spider Lift
- Replace 6 Pickup trucks
- ITW 7400 E-GPU

## **LANDSIDE**

Purchase of County Hockey facility and land - \$3,200,000

This project includes possible purchase of a 3 acre parcel of land adjacent to the airport.

Caustic tank replacement with roof replace on Anaerobic building - \$400,000

This project includes tank replacement to simplify the coast of 5 year x-ray inspections required by D.E.C.

Reseal North Garage - \$1,300,000

This project includes pavement sealing of the north garage to protect the integrity of the concrete.

Pave Heritage Lot, Demo Laundry Facility & Provide Walkway - \$3,000,000

This project includes paving and demolition of a building on an adjacent lot to be used for public parking.

Highway & Exterior Signage - \$2,000,000

This project includes updating of directional signage leading to the airport as well as on airport signage of the parking areas.

Economy Lot - Red Lot Repavement

& Improvements - \$2,500,000

This project includes the repaving of gravel parcel withing the economy parking lot as well as improvements to lighting and signage.

## **PLANNING**

Engineering Study - Glycol Processing Analysis - \$100,000

Comprehensive AGIS Obstruction & Topography - \$170,000

This project includes the comprehensive aerial survey of the Airport property and surrounding airspace to identify obstructions as well as identify specific topography within the Airport's property boundary. The survey will be in accordance with Federal Aviation Administration specifications and will serve the further purpose for airspace obstruction removal as well as utilization during airfield construction projects.

## **TERMINAL**

Terminal Checkpoint (Continuing Construction) - \$25,000,000

Terminal Geothermal Design (Continuing Construction) - \$100,000

Concourse A (Continuing Construction) - \$7,911,297

## **GLOSSARY OF TERMS AND ABBREVIATIONS**

**Accrual Basis** - Basis of accounting which attempts to record financial transactions in the period they actually occur rather than the period paid or received.

**Administrative Expenses** - One of the main expense categories and includes the following: memberships, subscriptions, travel, education, and economic development.

**Aircraft Operation** - Considered either a landing or take-off of an aircraft.

**Airfield Operations Area (AOA)** - Generally considered the restricted area within the security fence surrounding an airport which is reserved for aircraft and related operations. This includes the landing area and ramp area, and other facilities supporting the activity of military, general aviation and commercial aircraft.

**Airfield Revenues** - One of six operating revenue categories which include landing fees, glycol disposal fees, apron fee, and the control tower rental fees.

**Airline Use and Lease Agreement (Agreement)** - An agreement with one or more airlines setting forth the rights of the airlines for their use of the airport and the rates and charges they will pay.

**Airline Revenues** - Landing fee revenues, loading bridge revenues, apron fees, and terminal rental revenues.

**Airport Revenue Bonds** - Bonds payable from Airport revenues which do not pledge the full faith and credit of the issuer.

**Airport Security Plan (ASP)** – A federal requirement for security at the Airport.

**Ambassador Program** – A program comprised of volunteers that are tasked with providing excellent customer service through offering friendly and accurate assistance about airport services and facilities, as well as offering flight assistance and tourism information in a friendly and welcoming manner that meets and exceeds passenger and visitor expectations.

**Apron** - A section of the ramp area closest to the terminal building used for parking of aircraft and support vehicles used for loading and unloading of aircraft.

**ARFF** - Airport Rescue and Fire Fighting, the on-airport unit responsible for airfield emergencies and fire fighting.

**Authority** - Albany County Airport Authority, a body corporate and politic, constituting a public benefit corporation established and existing pursuant to the Albany County Airport Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law.

**Automated External Defibrillator (AED)** - A portable automatic device used to restore normal heart rhythm to people who are in cardiac arrest.

**Biochemical Oxygen Demand or Biological Oxygen Demand (BOD)** A chemical procedure for determining how fast biological organisms use up oxygen in a body of water. It is used in water quality management and assessment, ecology and environmental science. BOD is not an accurate quantitative test, although it could be considered as an indication of the quality of a water source. BOD can be used as a gauge of the effectiveness of wastewater treatment plants.

**Cargo** - Anything other than passengers, carried for hire, including both mail and freight.

**Capital Improvement Program (CIP)** - A five year program for regularly undertaking improvements to maintain or revitalize the infrastructure and facilities of the airport. The program serves as a basis for determining funding requirements and other operational planning decisions.

**C Index** - FAA regulation that dictates a certain number of vehicles to maintain the Airport.

**COLA** - Cost of living adjustment

**Concessionaire** - A person or company having a lease, contract or operating permit arrangement with the Authority entitling them to do business on the airport.

**Concession Revenue** - One of six operating revenue categories which include terminal concessions, advertising, and the business center.

**Cost Centers** - Functional areas or activities of the Airport grouped together for the purpose of accounting for expenses.

**Cost Per Enplanement (CPE)** - A unit of measurement used to present the airlines' cost of each enplaned passenger. The total airline revenues paid to the airport are divided by the number of passenger enplanements to calculate the cost per enplanement.

**County** - County of Albany, home of the City of Albany; the state capital of New York.

**Disadvantaged Business Enterprise Program (DBE)** – Program required by Congress as a condition of receiving federal funds.

**Debt Service** - The amount required for the accrual and payment of principal, interest, and premiums, if any, and other fees and amounts associated with all series of Bonds and Indebtedness, as set forth in any Resolution(s) or other financing documents(s) of the County or Authority.

**Debt Service Coverage** - An amount equal to Airport Net Revenues divided by Net Debt Service.

**Debt Service Reserve Fund** - Any fund(s) established by the Authority for monies necessary to satisfy any Debt Service Reserve Requirement established in any Resolution(s) or other financing document(s) of the County or Authority generally equal to the highest annual amount due in the remaining years of the debt issue.

**Debt Service Reserve Requirement** - Requirement, if any, for the Debt Service Reserve Funds for all series of Bonds or other indebtedness.

**Deplanement** - A passenger departing an aircraft at the Albany International Airport.

**Enplanement** - A paid passenger boarding an aircraft at the Albany International Airport.

**Federal Aviation Administration (FAA)** - The government agency responsible for air safety and operation of the air traffic control system.

**FAA Regulation Part 139** - This regulation establishes the requirement for airports servicing scheduled air carrier operations in aircraft with 10–30 seats and provides airport certification status, class and ARFF Index to assist air carriers.

**FAA Regulation Part 150** - This regulation establishes a uniform nationwide system of describing aircraft noise and noise exposure on different communities, describes land- use compatibility for the guidance of local communities, and provides technical assistance to airport operators and other governmental agencies to prepare and execute noise compatibility planning.

**Federal Inspection Station Facility (FIS)** - The facility used as the Federal Inspection Station for United States Customs and Immigration.

**Fixed Base Operator (FBO)** - A fixed based operator provides aircraft fueling, deicing and maintenance for the general aviation customers.

**FBO Revenue** - One of six operating revenue categories which include the sale of fuel for aircrafts, landing fees for the general aviation population, deicing of aircrafts, and other miscellaneous fees for the general aviation population.

**Fuel Farm** - Operated by Million Air and used to store fuel for the airlines and retail general aviation sales.

**GAAP** - General Accepted Accounting Principles are uniform minimum standards and guidelines for accounting and financial statement reporting.

**GASB** - Governmental Accounting Standards Board, the body responsible for establishing GAAP for governmental entities.

**Glycol Containment System** - The system designed to contain and transfer all snow and rain contaminated by Propylene Glycol used to deice an aircraft during the winter season.

**Ground Transportation Revenues** - One of six operating revenue categories which includes airport parking revenues and access fees from limousines, hotels/motels, taxis, and off airport parking facilities.

**International Passengers** - Passengers flying into or out of Albany International Airport with an origin or destination outside the 50 states and all U.S. territories.

**Into-plane Fees** – Revenue generated based on fuel pumped for the commercial airlines.

**Landing Fee Revenues** - Revenues collected from commercial aircraft landings.

**Loading Bridge** - Equipment used to board and deplane passengers between the terminal building and the aircraft.

**Low-Volume Air Carrier** - A Non-Signatory Airline with seven or fewer scheduled revenue flights departing from the Airport with an aggregate of no more than 700 departing passenger seats each calendar week.

**Materials and Supplies Expense** - One of the main expense categories which include materials and supplies purchased for airfield, ARFF, FBO, buildings, grounds, and vehicles and equipment.

**Maximum Gross Landed Weight (MGLW)** - Actual gross weight of a particular plane. The weights for all aircraft are published by the FAA.

**National Air Transportation Association (NATA)** - Organization that promotes safety and the success of aviation service businesses through its advocacy efforts before government, the media and the public as well as providing valuable programs and forums to further its members prosperity.

**Non-Capital Equipment** - Equipment, under \$50,000, not covered under the Capital Improvement Program, included within the operating budget.

**Non-Signatory Airline** - An airline or carrier who did not execute the airline use and lease agreement with the Authority.

**Non-Operating Revenues** - Revenues which are generated from passenger facility charges, improvement charges and interest income.

**Office Expense** - One of the main expenses that includes office equipment rental, agreements, and repairs; computer system support, maintenance, and agreements; office furniture and fixtures; and other supplies required to run normal activity in the administrative offices.

**Operating Revenue** - Revenues which are generated from the daily operations of the airport which include the revenues from Airfield, Fixed Based Operator, Terminal, Ground Transportation, Concessions and Other Airport.

**Other Airport Revenue** - One of the six operating revenue categories which include land and building rental of off-airport property owned by the airport, T hangar and tie down rentals, utilities and miscellaneous items.

**Operating and Maintenance Reserve Requirement** - The requirement of the Resolution(s) and other finance document(s) of the Authority that a reserve can be created and maintained sufficient to pay not less than two months of budgeted operating and maintenance expenses.

**Over- the-Wing (OTW)** - The loading bridge attaches to the rear door of the plane over the wing of the plane to enplane passengers.

**Passenger Facility Charges (PFC)** - A \$4.50 per passenger surcharge collected by the airlines and forwarded to the Authority to pay for Airport capital projects or to be applied to the Airport's required debt service payments as approved by the Federal Aviation Administration.

**Personnel Services** - One of the main expense categories which includes all wages, salaries and benefits.

**Per Use Terminal Fee** - A fee paid by a Low-Volume Carrier for use of the Airport Apron, Terminal and Equipment as provided for in the Signatory Airline Agreement.

**Purchased Services** - One of the main expense categories which include services purchased for accounting and auditing, insurance, legal, security, refuse removal, public relations, art exhibits, museum shop, advertising, passenger information booth, special studies, engineering services, professional management and code enforcement.

**Revenue Per Enplanement (RPE)** - A unit of measurement calculated by taking certain airport revenues divided by the number of enplanements.

**Signatory Airline** - An airline that has executed an agreement with the Authority and is charged fees in accordance with the Airline Use and Lease Agreement.

**Terminal Revenue** - One of the six operating revenue categories which includes rental of the terminal space, loading bridge rentals, tenant maintenance, and utilities.

**Transportation Security Agency (TSA)** – The Department of Homeland Security responsible for protecting the Nation's transportation systems (including airports) to ensure freedom of movement for people and commerce.

**Utilities and Communications** - One of the major expense categories which include electricity, fuel, sewer, water, telephone, internet, radio communications, paging services, and cable television.

**ALB**

**ALBANY**

INTERNATIONAL AIRPORT

## **AGENDA ITEM NO. 10.5**

*Tabled Item 10.9 from November 21, 2025 Board Meeting*

**Professional Service Agreement: Authorization to Negotiate Contract No. S-1261 (CME) for Professional Engineering Services for Wayfinding & Signage Improvements – Terminal Area Signage and Parking Improvements**

AGENDA ITEM NO: 10.5  
MEETING DATE: December 15, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Administration*

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

**PURPOSE OF REQUEST:** *Tabled Item 10.9 from November 21, 2025 Board Meeting*

**Professional Service Agreement:** *Authorization to Negotiate Contract No. S-1261 (CME) for Professional Engineering Services for Wayfinding & Signage Improvements – Terminal Area Signage and Parking Improvements*

**CONTRACT AMOUNT:** NA

**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** 100%      **NA**    

**JUSTIFICATION:**

*Authorization is requested to negotiate Contract No. S-1261 (CME) for Professional Engineering Services for Wayfinding & Signage Improvements – Terminal Area Signage and Parking Improvements. The Request for Qualifications was widely advertised and three qualified companies responded. The Evaluation Committee scored each proposal in accordance with criteria specified in the RFQ. The engineering team of Creighton Manning Engineering, LLP received the highest score.*

*The project scope is to provide design options utilizing experienced and creative design experts. The work area will be, for the most part, focused on the Terminal area. The new signs, as proposed by the design consultants, shall compliment the airport's recent branding campaign. The customer experience will be a priority in establishing the location and appearance of the new signs in Terminal area along with other key locations.*

AGENDA ITEM NO: 10.5  
MEETING DATE: December 15, 2025

*In addition, expanding parking lot configurations and usage will be included in the project scope. The design services will include the preparation of conceptual, schematic and final construction documents which are ready for bidding.*

*The project schedule will be condensed with the objective of producing at least two bid packages. The first shall be ready to be bid prior to onset of summer with an upgraded signage program and the second package in late summer for parking improvement plan. The consultant shall be prepared to adequately staff the project to accomplish these tasks.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

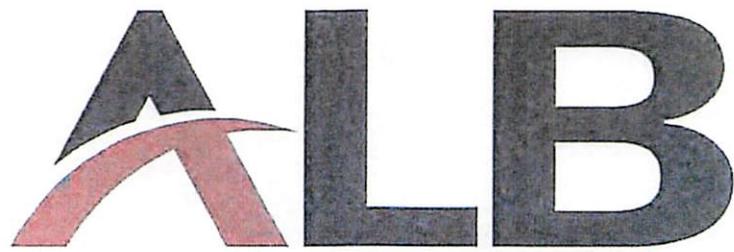
**BACK-UP MATERIAL:**

- 1) Request for Qualifications*
- 2) Creighton Manning Engineering, LLP Request for Qualifications Submittal*

**ALBANY COUNTY AIRPORT AUTHORITY**

737 Albany Shaker Road

Albany, NY 12211-1057



**ALBANY**

INTERNATIONAL AIRPORT

**REQUEST FOR QUALIFICATION STATEMENTS**

**CONTRACT NO. S-1261**

**Professional Engineering Services  
For Design of Wayfinding & Signage Improvements**

**Issue Date  
Return Date:**

**October 16, 2025  
November 4, 2025 at 1:00 PM/EST**

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**ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR QUALIFICATIONS:**

**Contract # S-1261**

- I. Notice of Request for Qualifications**
- II. Request for Qualifications**
- III. Evaluation Criteria**
- IV. Evaluation of Qualifications**
- V. Final Selection**

**ALBANY COUNTY AIRPORT AUTHORITY**  
**Contract# S-1261**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR DESIGN OF WAYFINDING & SIGNAGE IMPROVEMENTS**  
**SECTION I: NOTICE FOR REQUEST FOR STATEMENT OF**  
**QUALIFICATIONS**

This Request for Qualifications (RFQ) is intended to identify qualifications for providing Professional Engineering and Design Services for Wayfinding and Signage Improvements at Albany International Airport. The formal Requests for Qualifications ("RFQ") will be available October 16, 2025, at the Albany County Airport Authority, Purchasing Office, Albany International Airport, 737 Albany Shaker Road, Building #117, Albany, New York 12211-1057, telephone (518)242-2214 or by downloading the RFQ documents at [www.bidnetdirect.com//albany-county-airport-authority](http://www.bidnetdirect.com//albany-county-airport-authority). No response will be considered unless the organization making the response has first obtained a copy of the RFQ. Specific details of the qualifications and scope of services are provided in the RFQ.

The response to this RFQ must be received no later than **November 4, 2025, at 1:00 P.M.**, at the Albany County Airport Authority Purchasing Office, 737 Albany Shaker Road, Building #117, Albany, New York 12211-1057.

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

The Authority reserves the right to reject any or all qualifications, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional qualifications.

Qualification statements received in the Authority Purchasing Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. The Airport Authority is not responsible for delay of delivery of qualification submittals.

## **SECTION II: REQUEST FOR QUALIFICATIONS**

### **INSTRUCTION TO RESPONDENTS:**

The Albany County Airport Authority is seeking Qualifications from Professional Engineering firms that have expertise in providing design services for Wayfinding and Signage Improvements at Albany International Airport.

This scope of work will include conducting a focused review of the existing vehicular sign inventory at Albany International Airport. A high-level assessment shall be conducted aimed at identifying gaps or inconsistencies in wayfinding that may affect driver clarity or safety. The design shall focus on primary travel paths within and immediately surrounding the Airport entrances from the NYS Route 155 (Albany-Shaker Road), particularly those used by the public, shuttles, rental car customers, and those seeking to access other facilities on the property such as the FBO (Million Air) Facility.

The Selected firm will need to identify and define key locations where improvements to signage and wayfinding would provide the greatest benefit. For each of these areas, provide recommendations to improve the overall driver experience. These recommendations will follow applicable guidelines from the Manual or Uniform Traffic Control Devices (MUTCD) and will take into consideration visibility, consistency, and ease of navigation. A cost estimate will need to be prepared for each area to assist with budgeting purposes. There will need to be options included for standard sign types, as well as premium back-lite sign types. A consideration in the design for any proposed signs may fall under the jurisdiction of agencies outside the Airport property, such as New York State Department of Transportation or Albany County Highway Departments.

### **Specific Design Requirements:**

#### ***Economy Lot (E-Lot):***

Review existing signage needs including access from Route 155 and Albany-Shaker Road. Scope shall include the replacement of existing signage as needed to enhance the identification of parking areas as well as entrance and exiting signage.

#### ***Long Term Parking Lot:***

Review existing signage and replace with new signage as needed.

#### ***North & South Parking Garages:***

Review wayfinding signage directing vehicles into each garage and include clear identification of both garages.

#### ***Employee Parking Lots:***

Clearly identify each parking lot.

The Authority reserves the right to interview some, none or all firms as part of the evaluation process. The Authority reserves the right to accept more than one proposal if it is in the best interests of the Authority.

Proposers should include their firm's understanding of the scope of work and the expertise the firm has in this area of signage design work. Proposers are invited to provide any other information believed to be relevant to the selection of the best engineering firm for the Airport Authority.

Proposers should provide information on costs, including all rates for Engineering Services proposed.

Submittals must include references and any other information believed to be relevant to the selection of the proposal for the Airport Authority.

#### **SUBMISSION OF QUALIFICATIONS**

1. Submission can be delivered to the Airport Purchasing Office at the address below.
2. Delivered submissions must direct one original and five copies of the response in a sealed envelope, labeled:  
**"CONTRACT # S-1261 / Design of Wayfinding & Signage Improvements"**  
to the attention of:  
Albany County Airport Authority Purchasing Department  
Albany County Airport Authority  
737 Albany Shaker Road  
Building #117  
Albany, NY 12211-1057
3. **Deadline: 1:00 P.M., November 4, 2025**
4. Each delivered submittal must be 8-1/2" X 11" plain paper, approximately 20 pages including the cover letter. Do not include company brochures.
5. **Late Responses:** Qualification Statements received in the Airport Purchasing Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. The Airport Authority is not responsible for lateness of mail, carriers, etc., and the date/time stamp clock in the Purchasing Department shall be the official time of receipt.
6. A response may not be withdrawn or canceled by the respondent for a period of

ninety (90) days following the date designated for the receipt of response and respondent so agrees to this condition upon submittal of their response.

7. Qualifications shall be received and acknowledged only so as to avoid disclosure of the contents to competing respondents and kept secret during the evaluation/negotiation process. However, all qualifications shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the response and so identified will be treated as confidential by the Authority to the extent allowable in the Freedom of Information Law.

All questions or comments regarding this request may be submitted in writing to:

Ms. Bobbi Matthews, Purchasing Agent, Albany County Airport Authority  
by email: [bmatthews@albanyairport.com](mailto:bmatthews@albanyairport.com).

### **SECTION III: EVALUATION CRITERIA**

Evaluation criteria have been established to assist the Authority in determining which proposers will provide the best overall design services at Albany International Airport. Evaluation shall include, but not be limited to the following:

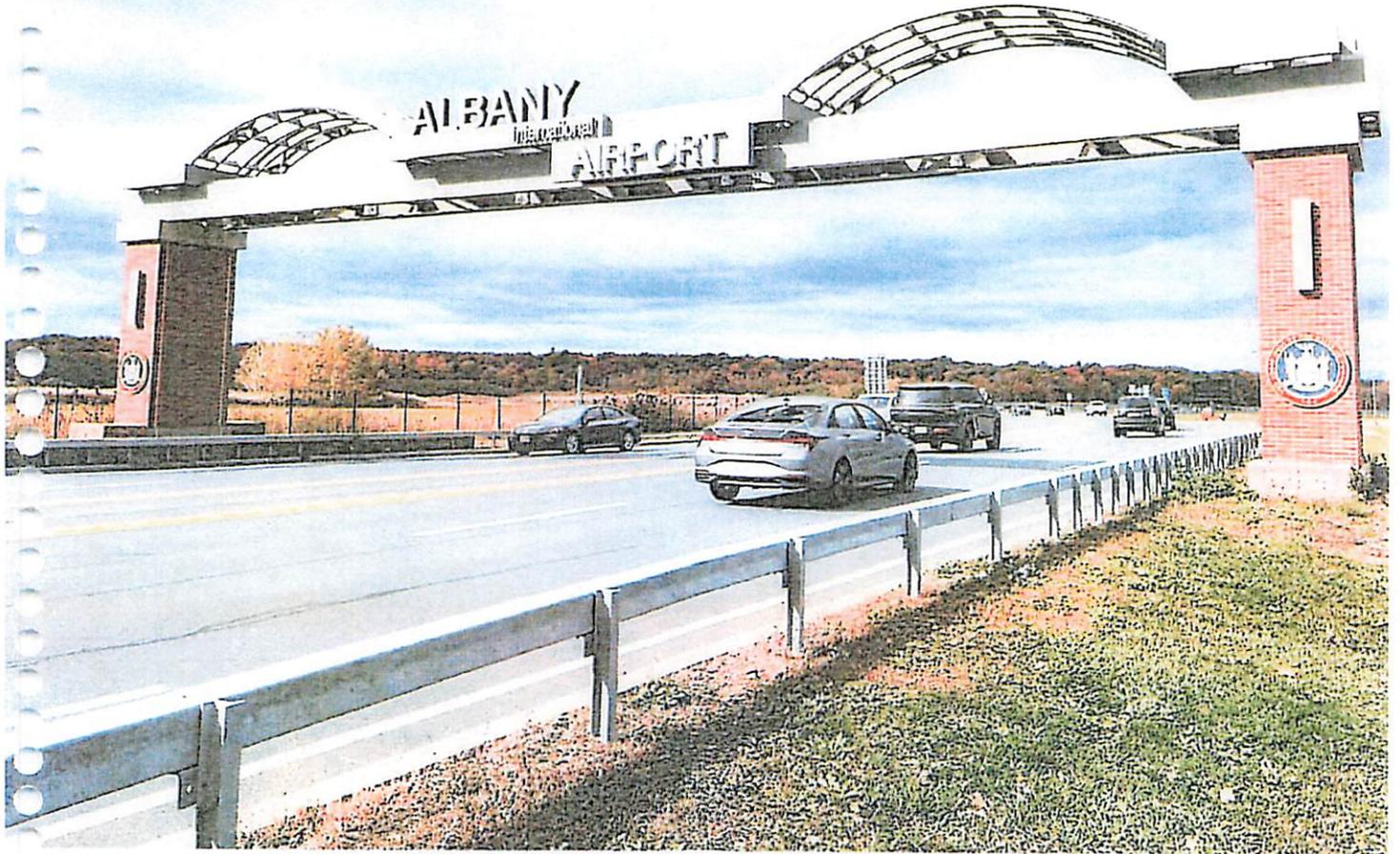
1. Proposers past experience and performance in providing similar services to other similar organizations. (70 Points Possible)
2. Quality of References. (15 Points Possible)
3. Overall cost of service to the Airport. (15 Points Possible)

### **SECTION IV: EVALUATION OF QUALIFICATIONS**

1. Each proposal submitted will be evaluated by a Review Panel designated by the Authority. The panel may interview a prospective candidate. More than one firm may be deemed qualified and appropriate for the Authority's need.
2. During the RFQ evaluation period all communication must be directed to the Purchasing Agent, Bobbi Matthews.
3. Each Statement of Qualifications will be evaluated according to the following process to determine if it meets the evaluation criteria outlined in this RFQ.
4. Each Statement of Qualification will be scored. Qualification statements offering superior services and lower costs will be rated higher than others offering minimal services and higher costs.

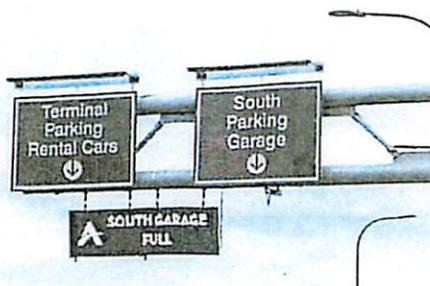
### **SECTION V: FINAL SELECTION**

The final selection will be made on the basis of the Authority's determination of which proposer best meets the Authority's needs set forth in the evaluation criteria in this RFQ based primarily on the scoring.



# Professional Engineering Services For Design of Wayfinding & Signage Improvements

Albany County Airport Authority





November 4, 2025

Ms. Robbi Matthews, Purchasing Agent  
Albany County Airport Authority  
737 Albany Shaker Road  
Building #117  
Albany, New York 12211-1057

**RE: Cover Letter and Executive Summary  
Proposal for Contract No. S-1261 / Design of Wayfinding & Signage Improvements  
Albany County, New York; CM Proposal No. 24-202**

Dear Ms. Matthews:

The Airport's Wayfinding and Signage project is a very important contract to match the customer's in-route traveler information experience with the Airport's landmark terminal project. Signage is extremely important to welcome and navigate visitors effortlessly to their destinations. We know first-hand as experienced practitioners, applying the MUTCD for similar organizations, and to countless facilities and projects including design of all signs along the Taconic State Parkway involving more than 10,000 signs on this single project; various highway design projects for decades on all facility types including overhead and bridge-mounted signs, special event guide signing for approximately 10 projects per year involving a wide range of unique destinations and ticket types; and past experience with the Albany Airport Authority developing concept and WZTC sign plans during the terminal construction, and an e-lot sign plan to direct exiting traffic toward the Water-lit Shaker Road exit. This experience includes all detailed sign face layouts, lettering, font, symbols, spacing, color, and sign sizes using Guide-Sign to apply MUTCD standards, consistency, and maximize legibility. Our trusted working relationships with Albany County DPW and the NYSDOT will facilitate reviews and approvals for proposed signs outside the Airport's jurisdiction. Creighton Manning's parent company GAI also has extensive experience developing sign designs for various airports one of which was the new wing of Martin County Airport – William Field.

Per the RFP, we understand that this project "shall focus on primary travel paths within and immediately surrounding the Airport entrances... used by the public, shuttles, rental car customers and those seeking to access other facilities on the property." Creighton Manning's transportation planning and engineering experience is extensive and includes planning, preliminary and final design, and inspection of various transportation projects including sign projects. We are very comfortable performing all aspects of the Airport's Professional Engineering Services for Design of Wayfinding & Signage Improvements, and excited to work closely with the Airport to execute your vision. Although regional signing beyond the focus area is not specifically called for in the scope, this project is an opportunity to discuss the potential for value added signs by NYSDOT and the County outside the study area. Another value added task could be evaluating the Airport's website for pre-trip traveler information to enhance customer navigation into the airport.

Creighton Manning designed the replacement of every sign on the Taconic State Parkway involving over 100 miles of roadway, 10,000 signs of all types including destination signs, guide signs, and overhead sign structures. We are very comfortable with all aspects of the Airport's Wayfinding project.

Our proposed approach includes scoping, essential data gathering, engineering analysis and development of sign plans to address the project objectives, in close coordination with the Airport and by providing the highest level of client service possible. Our office is located two miles from the Airport making site visits and meetings extremely efficient. The basic work plan is summarized below with coordination and meetings as needed. Qualifications, references and cost of services are contained further within this proposal.

### Basic Work Plan

1. Contracting and Scoping meeting to confirm destinations and study area
2. Existing conditions sign inventory
3. MUTCD review, preliminary sign plan, and construction cost estimate
4. Airport review and meeting / Prepare revised plans
5. Stakeholder meetings: NYSDOT / County as necessary
6. Additional investigations as needed: Survey, mapping, ROW research, etc., as necessary, at sites where ROW or overhead signing may be an issue
7. Draft final sign plans and Estimate
8. Airport review
9. Stakeholder review
10. Final Plans and Permitting

The Creighton Manning Team will provide the Airport, and project stakeholders with a passionate and dedicated effort to develop wayfinding and signage improvements that make arriving at the Airport a welcoming experience. Thank you for the opportunity to submit this proposal. If there are any questions, please contact me at (518) 689-1837 or [msargent@cmellp.com](mailto:msargent@cmellp.com). We look forward to working with you.

Respectfully submitted,

Creighton Manning Engineering and Surveying, PLLC



Mark A. Sargent, PE  
Vice President



## PROJECT SCOPE

### PROJECT SCOPE

1. Contracting and scoping meeting to confirm destinations and study area
  - a. Meet with airport, identify existing needs and requirements of existing and proposed signage
    - i. Identify groups and destinations requiring wayfinding, such as:
      1. Short and long-term parkers
      2. Drop offs, pick ups, taxi, rideshare
      3. Employees
      4. Rental car customers
      5. General aviation customers
    - ii. Discuss directional signs to and out of E Lot, long term, short term, N/S garages, employee parking lots, signs entering/exiting the garages/surface lots to the terminal (outside the building)
    - iii. Discuss other signs such as traffic control signs (stop, one-way, no parking, etc.), parking lot lamp post signs (aisle B, C, AA, BB, etc.), car charging signs
    - iv. Discuss full replacements vs signs to remain
2. Existing conditions sign inventory
  - a. Use ARCGIS Field to document existing sign locations, conditions, and sign text, etc.
3. MUTCD review, preliminary sign plan, and construction cost estimate
4. Airport review and meeting / updated plans
  - a. Submit plans to Airport; attend meeting to review / discuss; address comments
  - b. Prepare revised plans
5. Stakeholder meetings- NYS DOT / County as necessary
6. Additional investigations as needed- survey, mapping, ROW research, geotech, if necessary, at sites where ROW or overhead signing may be an issue
7. Draft final sign plans and estimate
8. Airport review
9. Stakeholder review
10. Final plans and permitting



## FIRM OVERVIEW

### FIRM OVERVIEW

Creighton Manning Engineering & Surveying, PLLC is a local firm that specializes in planning, design, and construction inspection of transportation infrastructure. We have been working with the Albany County Airport Authority for 12 years providing traffic engineering, sign design, parking lot design, surveying, traffic signal design, work zone traffic control, and construction inspection services for a range of projects at the Airport. We are very familiar with the Airport facilities, parking, and circulation, and the public highways surrounding the Airport. Creighton Manning understands the importance of providing clear and consistent wayfinding and signage to ensure traveler safety and improve the overall travel experience. There are benefits to the Airport operations as well including enhanced security and efficiency.

Creighton Manning has 60 years of traffic engineering experience in New York State and provides particular expertise in sign design. Our traffic engineers are very familiar with the Manual of Uniform Traffic Control Devices (MUTCD) and the guidelines for sign design. We have designed thousands of signs for NYS Department of Transportation, local municipalities, agencies and institutions. This includes ground mounted signs, overhead signs, wayfinding, and parking signs. In 2024, Creighton Manning merged with GAI Consultants Inc., a national engineering, planning, and environmental consulting firm, bringing an additional 1,000 team members and resources. This partnership has allowed Creighton Manning to expand its services to include landscape architecture and continue its mission to exceed the expectations of its employees, clients, and the community. GAI has experience developing effective

wayfinding strategies for airport environments, including planning, pedestrian guidance systems, and integration with multimodal transportation networks. Their expertise will supplement Creighton Manning's local traffic engineering capabilities, ensuring a comprehensive, high-quality solution tailored to Albany International Airport. Our approach emphasizes clarity, safety, consistency, compliance with MUTCD standards, and coordination with NYSDOT and Albany County Department of Public Works. Cost estimates will be developed to support budgeting decisions and facilitate project planning. Creighton Manning is confident in our ability to deliver high-quality, cost-effective sign design and wayfinding solutions for Albany International Airport.



# RELEVANT PROJECT EXPERIENCE

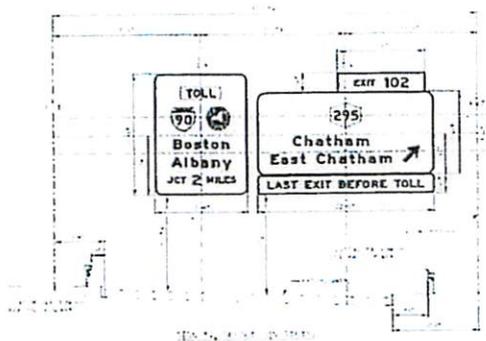
## RELEVANT PROJECT EXPERIENCE

Creighton Manning brings extensive experience in sign design for roadways, airports, and multi-modal facilities. Our team has successfully delivered projects that improve circulation, enhance driver and pedestrian safety, and ensure compliance with MUTCD standards and other regulatory requirements. The following projects illustrate our capabilities in airport and roadway sign design.

### Taconic State Parkway Sign Upgrade

Westchester, Putnam, Dutchess, and Columbia Counties, NY

Creighton Manning was the prime consultant on a multi-year Sign Design term agreement with NYSDOT. The firm was responsible for preliminary and final design to replace all overhead and ground-mounted signs along more than 100 miles of the Taconic State Parkway and its interchanges. The project included design of over 10,000 sign panels to meet current MUTCD standards, encompassing sign layout and legend design, location and foundation design, overhead structure design, and construction support services. The project included new regulatory signs, exit signs, and improved reflectivity and legibility to enhance safety on the Parkway.

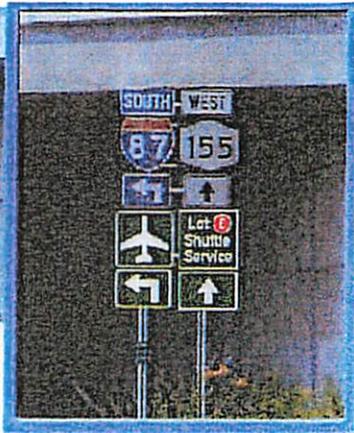


### Albany Airport Signs – Albany International Airport

Creighton Manning developed sign plans for Albany International Airport to enhance wayfinding and driver navigation. The project included the design of new guide signs within the economy parking lot and external directional signage along Watervliet Shaker Road, to direct motorists to Watervliet Shaker Rd. All signage was designed in accordance with MUTCD standards and coordinated with Airport engineering staff.



Existing



Proposed



Internal Concept

### Albany International Airport – Economy Parking Lot Expansion

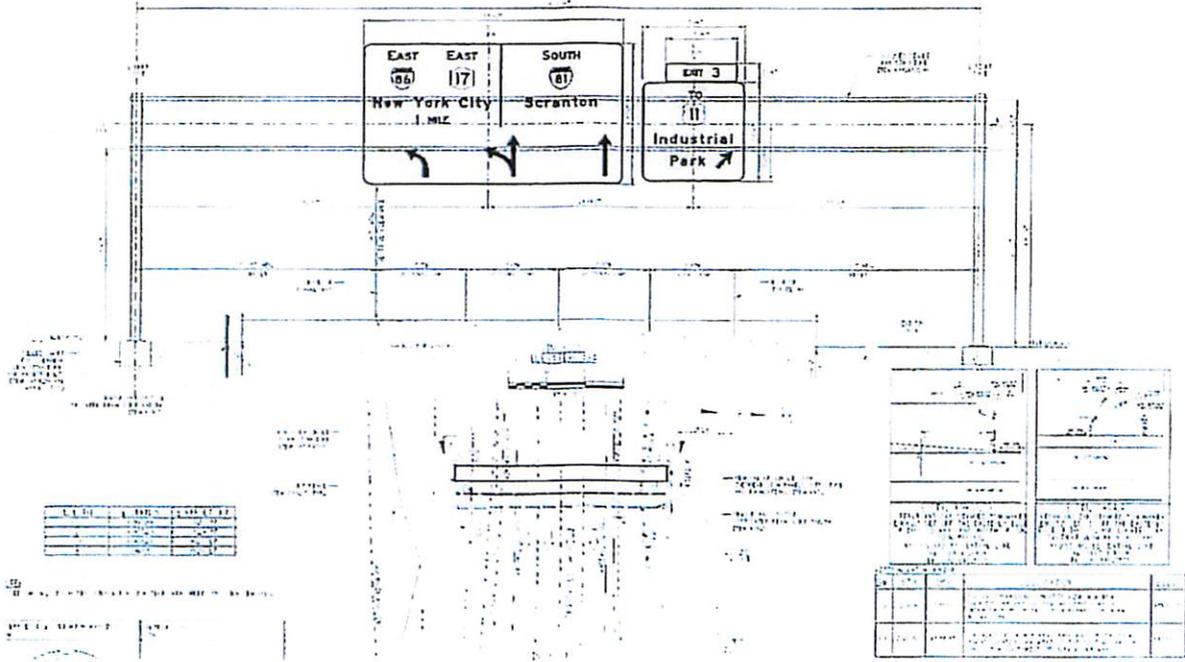
Creighton Manning provided design services to expand the existing Economy Parking Lot to accommodate overflow demand and improve circulation. The project included layout of 9 ft x 18 ft parking spaces with 24 ft drive aisles, gravel-surfaced overflow areas, and asphalt paved shuttle bus routes. Pole-mounted LED lighting was designed to match the existing system, and signage was incorporated to identify lot sections. The layout facilitates snow removal, maintains a 10 ft setback from airport fencing, and was designed to accommodate future paving.



7

## NY 17/86 Overhead and Ground Mounted Sign Upgrades Binghamton, Broome County, NY

Creighton Manning is the prime consultant on several multi-year Regional Design Services Agreements with NYSDOT. One task assignment involved preliminary and final design to upgrade 18 overhead sign structures and 115 ground-mounted signs along NY Route 17 in the Binghamton urban area. The improvements supported the designation of Route 17 as Interstate 86 and ensured full compliance with current MUTCD and interstate standards. The project included sign panel layout, structure analysis and design, foundation design, and preparation of final plans and estimates.

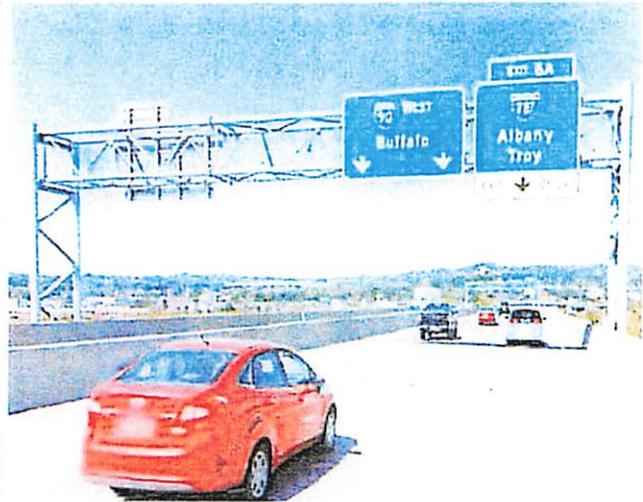
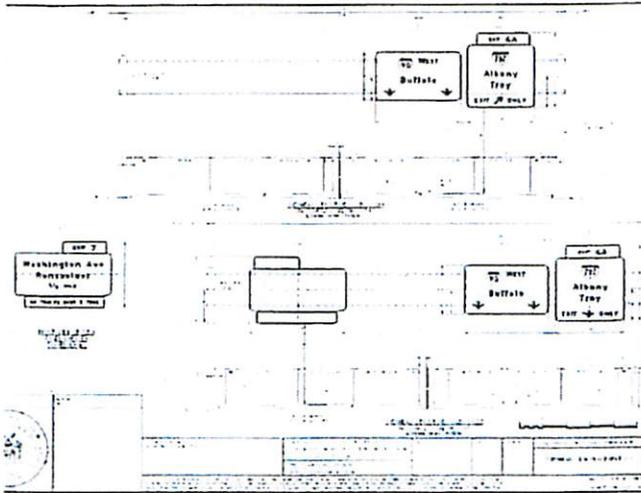


NO.	DATE	BY	REVISIONS	DESCRIPTION	NO.	DATE	BY	REVISIONS	DESCRIPTION	NO.	DATE	BY	REVISIONS	DESCRIPTION
1				EAST Harry L Drive	1				86	1				
2				201	2				TO 86 88	2				
3				TO EAST EAST 201 17 86	3				Shopping Mall	3				
4				WEST 17	4				WEST Harry L Drive	4				
5				86 17 EXITS 1/2 MILE	5				Reynolds Rd	5				

### I-90 over the Hudson River and the I-90/I-787 Interchange

#### Albany and Rensselaer Counties, NY

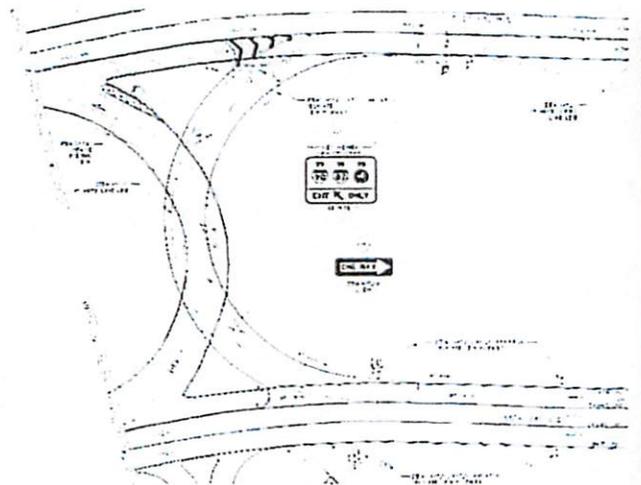
Creighton Manning provided traffic engineering and sign design for the major rehabilitation of the Patroon Island Bridge and the I-90/I-787 interchange for NYSDOT. Work included design of signing and striping, ITS sign improvements, and off-site traffic signal coordination to maintain safe and efficient traffic operations during construction. ITS improvements included dynamic message signs and variable advisory speed signs to provide real-time traveler information and enhance safety and traffic flow.



### University at Albany Uptown Campus Busway

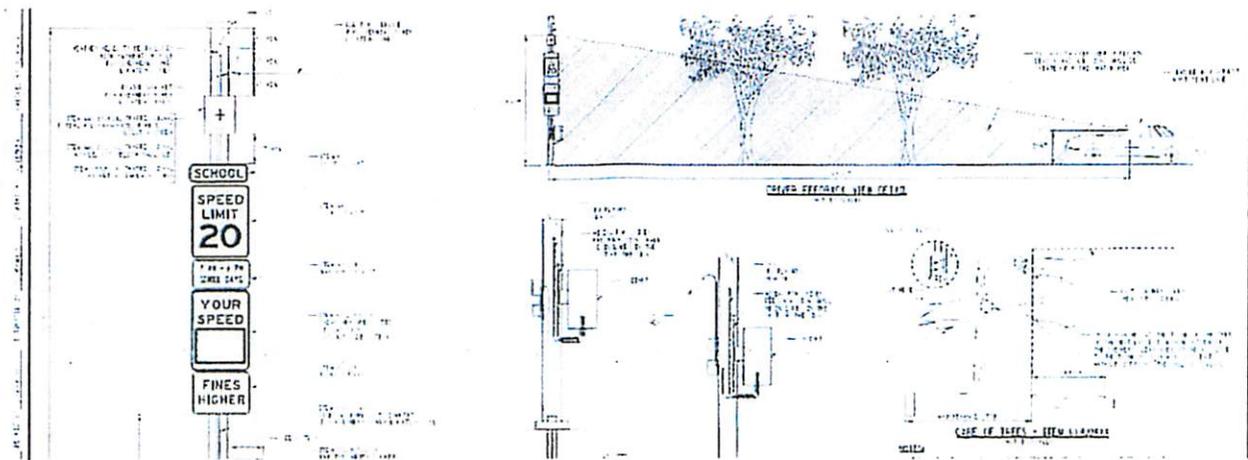
#### City of Albany, Albany County, NY

Creighton Manning provided design services to CLTA for a 7-mile Bus Rapid Transit (BRT) corridor, including a dedicated busway through the University at Albany uptown campus. Work included the design and placement of transit related signs and wayfinding to support bus operations and passenger guidance, including new overhead guide signs identifying the campus and busway connections. Signage plans were integrated with roadway and pedestrian improvements to ensure clarity, safety, and efficient circulation for both vehicles and pedestrians.



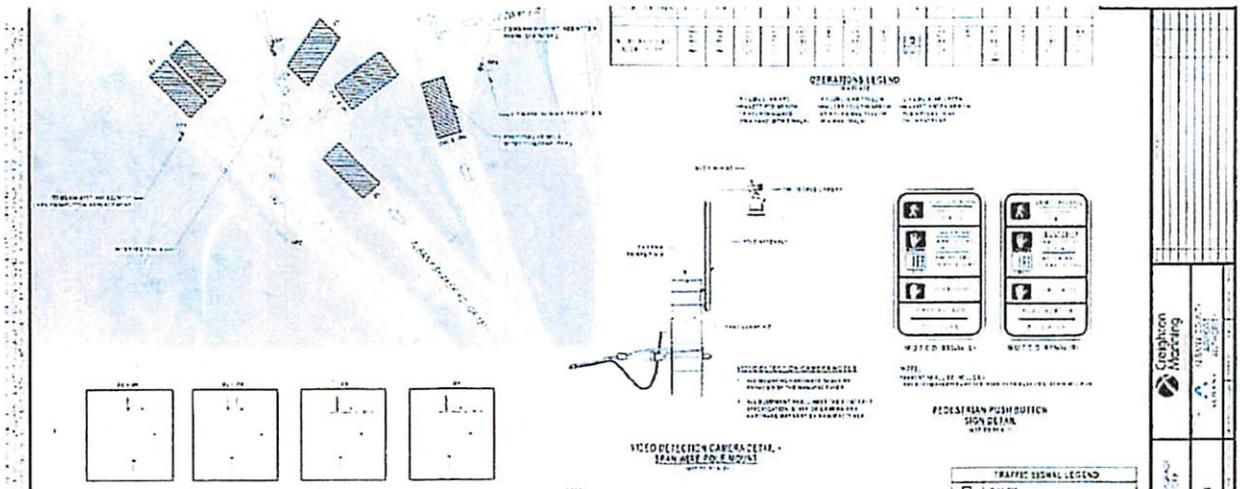
### School Zone Driver Feedback Signs, City of Albany, Albany County, NY

Creighton Manning is providing design services for a locally funded project to improve safety near schools in the City of Albany. The project includes the design of new electronic driver feedback signs near 6 schools, and 20 replacement electronic driver feedback signs near 12 other schools to reduce vehicle speeds. Several sign models were evaluated, and plans and estimate are being prepared for the preferred alternative. The project also includes the design of new school speed limit signage associated with these electronic signs, as well as a refresh of existing signage and the installation of 10 new school zone driver feedback signs in the City of Albany to improve pedestrian safety. All signs are being designed in compliance with MUTCD standards and coordinated with City of Albany traffic engineering staff to meet established preferences. Final Plans, Specifications, and Estimates will be prepared for bid.



### Albany Airport Signals and Signs – Albany International Airport

Creighton Manning provided design services for upgraded traffic signal equipment at the Albany International Airport access intersection on Albany Airport Road to improve traffic operations, safety, and emergency vehicle response times. The project included design of a video detection system to fully actuate the traffic signal, replacement of malfunctioning existing pedestrian signal pushbuttons, and new emergency vehicle signal preemption system consisting of a signal phase selector in the signal cabinet and a modem on the Airport Authority's fire truck. All signal upgrades were designed in compliance with MUTCD standards and coordinated with Airport engineering staff for optimized operations at the existing signal.



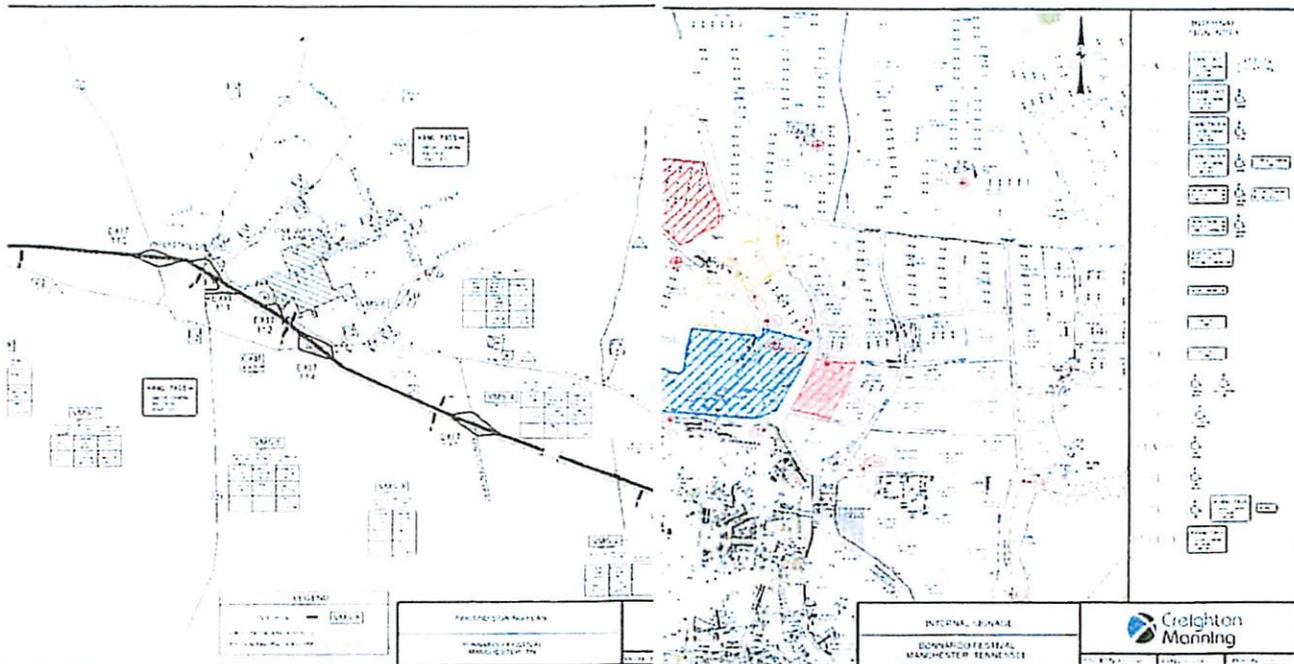
### NYS DOT Pedestrian Safety Action Plan

Creighton Manning served as the prime consultant for a NYS DOT contract to implement the Pedestrian Safety Action Plan (PSAP). This included the design of pedestrian crash countermeasures at both signalized and uncontrolled crossings at 400 PSAP sites in Region 1 (Capital Region). Improvements were developed based on systemic PSAP treatments and included high-visibility crosswalks, blank-out "No Turn on Red" signs, "Turning Vehicle Yield to Pedestrians" signs, other regulatory and warning signage, pedestrian signals, countdown timers, accessible pedestrian signals, signal timing modifications, and leading pedestrian intervals. Creighton Manning led the Region 1 PSAP effort, designing safety upgrades at hundreds of intersections to address identified pedestrian safety issues.



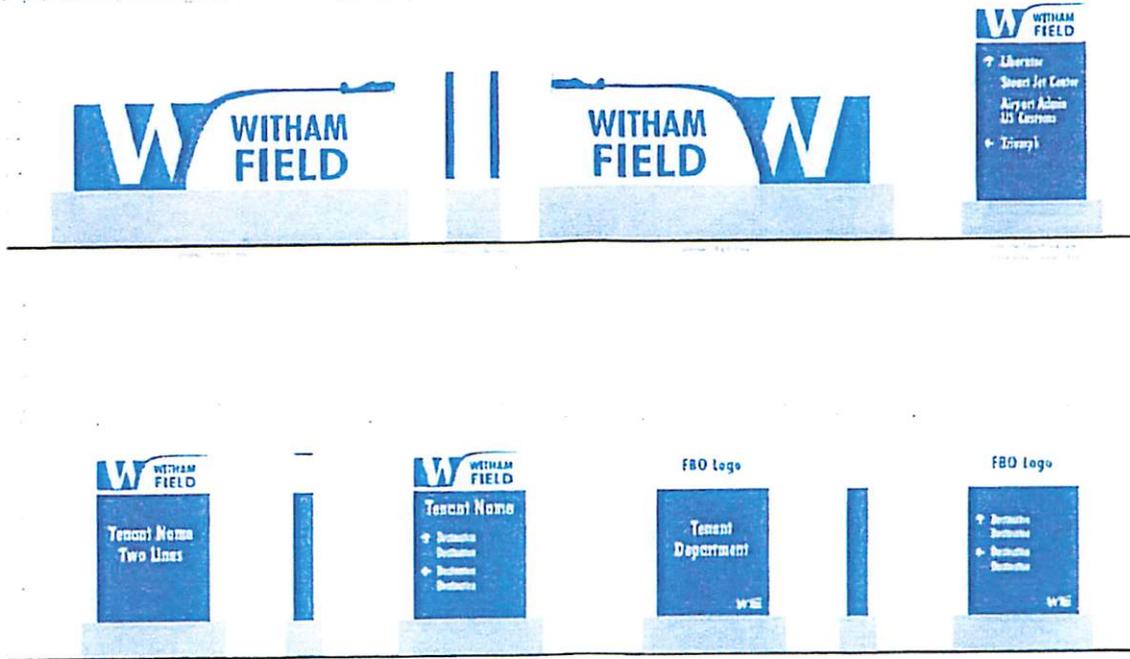
### Special Events – Wayfinding Signs

Creighton Manning has provided design and installation services for temporary wayfinding signage at a variety of large-scale mass gathering events and festivals, including Dreamville and Bonnaroo. Our team planned and deployed signage to guide attendees to parking areas, entrances, and key facilities, ensuring smooth navigation throughout the event grounds. Signs were strategically placed to enhance driver clarity, improve traffic flow, and support pedestrian safety, all while meeting applicable standards and visibility requirements.



### Whitam Fields Brand and Signage Plan

GAI Consultants was contracted to redesign the brand identity and develop a comprehensive gateway and signage program for the new wing of Martin County Airport – Witham Field. The scope included creating a refreshed visual identity that reflects the airport's modern expansion and regional significance, while ensuring consistency across all wayfinding elements. The project encompassed conceptual design, fabrication guidelines, and installation strategies for entry monuments, directional signage, and terminal branding. This initiative enhances the travel experience, strengthens the airport's presence, and supports Martin County's vision for growth and connectivity.



### References

City of Albany | 10 North Enterprise Drive, Albany, NY 12204

William E. Trudeau, Jr.,  
Albany Department of Traffic  
(518) 434-4318  
wtrudeau@albanyny.gov

NYS DOT Region 1 | 50 Wolf Road, Albany, NY 12232

Shawn Raymond  
(518) 474-7166  
Shawn.raymond@dot.ny.gov

NYS DOT Region 3 | 4 Burnett Blvd, Poughkeepsie, NY 12603

Mark Tiano, PE  
Regional Design Engineer  
(845) 431-5848  
mark.tiano@dot.ny.gov



# KEY PERSONNEL

## KEY PERSONNEL

Creighton Manning's key staff have the expertise, relevant project experience, and familiarity with the airport to effectively complete this project for the Authority.



## Mark A. Sargent, PE | Principal-in-Charge

Mark's transportation work experience spans more than 40 years in both the public and private sectors. He has managed a range of multi-modal transportation projects from planning and engineering studies through Preliminary and Final Design. Mark has facilitated public and advisory agency coordination on a variety of complex projects including sign design, planning studies, parking studies, corridor studies, highway design, and traffic signal design projects.

### LICENSES / CERTIFICATIONS

Professional Engineer, NY

### YEARS EXPERIENCE

41 Total | 33 with firm

### EDUCATION

M.S., Transportation Engineering,  
1998, Rensselaer Polytechnic  
Institute

B.A. Geography, 1984, University  
of New Hampshire

### AFFILIATIONS

Member, Institute of  
Transportation Engineers

Past Officer, Institute of  
Transportation Engineers

### EXPERIENCE

**Albany Airport Signs – Albany International Airport, Albany County, NY.** Project Manager responsible for leading the development of sign plans for Albany International Airport to improve wayfinding and driver navigation. The project included the design of new guide signs within the Economy Parking Lot and external directional signage along Watervliet Shaker Road to guide motorists to and from the airport. Mark coordinated with Airport engineering staff to ensure consistency, visibility, and compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and airport standards.

**NYSDOT Regional Sign Design Term Agreement, Taconic State Parkway Signs, Westchester, Putnam, Dutchess and Columbia Counties, NY.** Project Manager responsible for preliminary and final design to replace all signs on the Taconic State Parkway to meet current MUTCD standards. The project included all overhead and ground mounted signs on over 100 miles of roadway and interchanges totaling over 10,000 sign panels.

**NYSDOT NY 17/I-86 Overhead and Ground Mounted Signs, Binghamton, Broome County, NY.** Project Manager responsible for final design of a NYSDOT project to upgrade 18 overhead sign structures and 115 ground mounted signs on NY Route 17 in the Binghamton urban area. Route 17 was designated I-86 and the signs were being upgraded to meet interstate standards and the requirements of the MUTCD.

**School Zone Driver Feedback Signs, City of Albany, Albany County, NY.** Project Manager responsible for this \$0.6M locally administered Federal aid project involving environmental clearance for all schools in the City of Albany, and design of 17 driver feedback signs to reduce driver speeds near phase 1 schools. Plans and estimates were developed for several alternatives. The existing conditions, proposed alternatives, and environmental impacts were documented in the Final Design Report. Design Approval was obtained and Bid Documents and Final Plans, Specifications & Estimates were prepared.

**NYSDOT Pedestrian Safety Action Plan (PSAP), Region 1, NY.** Project Manager for approximately 400 NYSDOT Region 1 PSAP sites including the planning, evaluation and design of pedestrian crash countermeasures based on the systemic PSAP treatments at signalized and uncontrolled pedestrian crossings throughout the Region. Treatments included blank-out NTOR signs, turning vehicle yield to ped signs, other regulatory and warning signs, high-visibility crosswalks, pedestrian signals, countdown timers, accessible pedestrian signals, signal timing, and leading pedestrian intervals.



## Ken Wersted, PE, PTOE | Senior Traffic Engineer

Ken is a Project Manager for Creighton Manning Engineering, specializing in traffic engineering and transportation planning. Ken's particular expertise is in transportation modeling, traffic impact studies, and special event transportation planning. He is a nationally certified Professional Traffic Operations Engineer (PTOE).

### LICENSES / CERTIFICATIONS

Professional Engineer (NY, VT)  
Certified Professional  
Traffic Operations Engineer

### YEARS EXPERIENCE

28 Total | 28 with firm

### EDUCATION

B.S., Civil Engineering, 1999,  
Rochester Institute of Technology  
A.A.S., Civil Engineering, 1994,  
Hudson Valley Community College

### EXPERIENCE

**Albany International Airport Parking Garage and Terminal Connection, Albany County, NY.** As part of the overall airport improvement program, Ken served as the Traffic Engineer responsible for the design of temporary traffic control and permanent signing upgrades to facilitate safe and efficient vehicle circulation during construction of the new 1,000-car parking garage and terminal connection. His work included developing maintenance and protection of traffic (MPT) plans to accommodate phased construction while maintaining access to airport terminals, parking areas, and adjacent roadways. Coordination efforts involved close collaboration with the Albany County Airport Authority, NYSDOT, and the project construction team to minimize traveler disruption and maintain clear wayfinding throughout the complex. In addition, Ken designed temporary signage and pavement marking improvements to optimize traffic flow and enhance wayfinding for motorists upon project completion.

**Special Events Transportation Plans, Various Locations.** Senior Traffic Engineer for numerous special events that involve developing temporary signage for motorist and pedestrian safety. Some of these events are the Bonnaroo Festival (70,000 attendees), Beyond Wonderland (100,000 attendees), Dreamville (50,000 attendees), and Electric Daisy Carnival (190,000 attendees). For all of these events, Mr. Wersted worked with local and State agencies, assisted with the development of the plan to bring festival attendees to and from the sites, and participated in the management of the transportation system during the event.

**ALB Car Rental Circulation Study, Town of Colonie, Albany County, NY.** Project Manager for the evaluation of parking garage and layout changes for the re-distribution of space for the rental car companies at the Albany International Airport. The evaluation considered the operations and shortcomings of the existing space, preferred operations of the rental companies and building limitations. Several alternatives with varying degrees of complexity were offered ranging from layout and striping changes to the closure and opening of new access points.

**Albany-Shaker Road Traffic Signal Design, Town of Colonie, Albany County, NY.** Project Manager responsible for traffic engineering and design of a new traffic signal on Albany-Shaker Road (CR 151) at Shaker Elementary School. The scope of work included design of a traffic signal including controller, detectors, pedestrian signals, signs and pavement markings, and WZTC. The design complied with the NYSDOT standards and specifications, and Manual of Uniform Traffic Control Devices.



## Anthony Christian, PE | Senior Highway Engineer

Tony is a Project Manager with 16 years of experience in highway and complete design, including geometric design, highway signage, and work zone traffic control.

### LICENSES / CERTIFICATIONS

Professional Engineer, NY

### YEARS EXPERIENCE

16 Total | 11 with firm

### EDUCATION

B.S., Civil Engineering, 2009,  
Virginia Tech, Blacksburg, VA

### AFFILIATIONS

Member, New York State  
Association of Transportation  
Engineers (NYSATE)

### EXPERIENCE

**Albany Shaker Road Safety Improvements, Town of Colonie, NY.** Project Manager for the preliminary and final design, and construction support for pedestrian upgrades on Albany Shaker Road. This project included a speed limit reduction with new signage and driver feedback signs. There were also upgrades to the true signalized intersections including new and upgraded pedestrian signals with count down timers and Accessible Pedestrian Signal buttons, ADA curb ramps, and crosswalks.

**NYSDOT Pedestrian Safety Action Plan (PSAP), NY.** Lead Highway Engineer for the design of various pedestrian safety upgrades at controlled and uncontrolled locations through numerous Assignments as part of the Governor's statewide pedestrian safety initiative. Tony was responsible for the design of improvements such as pedestrian warning and regulatory signs, and pavement markings at over 400 signalized and ungradeed locations and ADA compliant curb ramps.

**Taconic State Parkway Sign Upgrade, Putnam, Dutchess, and Columbia Counties, NY.** Project Engineer for a three-year term agreement with NYSDOT to perform Sign Design services for the replacement of all signs on the Taconic State Parkway to meet current MUTCD standards. The project included all overhead and ground mounted signs on over 100 miles of roadway and interchanges totaling over 10,000 sign panels. The scope of work included Preliminary and Final Design (Phases I-VI) of highway signs including text, legend, location and foundation design, survey and mapping, and overhead sign structure design. Tony was responsible for cost estimating and detailed plan design.

**Kingston Pedestrian Safety Action Plan Improvements, City of Kingston, Ulster County, NY.** Project Manager for the design and construction of ADA compliant pedestrian facilities at six (6) different locations for this LAFA project. The project improvements include pedestrian signs, ADA curb ramps, RREB's, and pavement markings as well as curb extensions. Tony is responsible for the preparation of preliminary and final design documents, including alternatives development.

**Orange County Pedestrian Safety Action Program, Various Locations, Orange County, NY.** Lead Highway Engineer for this LAFA project, which was completed under the guidelines of the NYS Pedestrian Safety Action Program (PSAP). Tony was responsible for the design of pedestrian safety improvements such as pedestrian warning and regulatory signs, pavement markings, and ADA compliant curb ramps at 5 signalized and 6 uncontrolled locations.



## Matthew Hunt, PE | Senior Structural Engineer

Matt has been involved in a range of bridge and highway design projects over the past 23 years, including new bridges, bridge rehabilitations, inspection, load ratings, Design Reports, interchange design, site design, and intersection design.

### LICENSES / CERTIFICATIONS

Professional Engineer, NY

### YEARS EXPERIENCE

23 Total | 18 with firm

### EDUCATION

B.S., Civil Engineering, 2002,  
Clarkson University

### AFFILIATIONS

Association for Bridge Construction  
and Design (ABCD)

### AWARDS

New York State Society of  
Professional Engineers, Young  
Engineer of the Year, 2011

### EXPERIENCE

**Albany County Airport, Albany, NY.** Senior Project Engineer for various tasks at the airport including overhead sign structure analysis and retrofitting and the design of a height-restricting structure at the entrance to the West Parking Lot. Responsibilities included leading the design effort and plan development of those tasks.

**NYS DOT NY 17/I-86 Overhead and Ground Mounted Signs, Binghamton, Broome County, NY.** Structural Design Engineer responsible for final design of a NYS DOT project to upgrade 18 overhead sign structures and 115 ground mounted signs on NY Route 17 in the Binghamton urban area. Route 17 was designated I-86 and the signs were being upgraded to meet interstate standards and the requirements of the MUTCD.

**I-90 over the Hudson River and the I-90/I-787 Interchange, Albany and Rensselaer Counties, NY.** Matt provided design services for overhead sign structures as part of the major rehabilitation of the Patroon Island Bridge and the I-90/I-787 interchange for NYS DOT. His work included leading the design and layout of overhead sign structures mounted on the Patroon Island Bridge and along the approach ramps and development of overhead sign structure plans. Matt coordinated with structural, traffic, and construction teams to ensure compliance with NYS DOT and MUTCD standards and to support safe and efficient traffic operations throughout the project.

**Valley & Combs Roads over Patterson Creek Bridge Replacement Projects, Town of Thurman, Warren County, NY.** Matt served as Structures Engineer for this \$1.4M Locally Administered Federal Aid project replacing the valley Road Bridge over Patterson Creek and constructing a new steel girder bridge on Combs Road after the collapse of the existing culvert during a flooding event. In addition to designing the bridge superstructure and substructure, including precast concrete integral abutments, steel girders, concrete decks, and bridge rail, Matt coordinated the development of all regulatory, warning, and guide signage for the project. He ensured signs were properly located, visible, and compliant with NYS DOT and MUTCD standards, supporting safe navigation for motorists approaching and crossing the bridges, including integration with striping and approach pavement design.



## Dan Karkotsky, PE | Project Engineer

Dan is a Project Engineer in the Traffic group. He has over 14 years of traffic engineering experience including sign design, traffic signal design, pedestrian safety improvement design, traffic engineering and forecasting, traffic data collection, and report preparation.

### LICENSES / CERTIFICATIONS

Professional Engineer, NY  
OSHA 40 Hour HA/WOPER

### YEARS EXPERIENCE

14 Total | 10 with firm

### EDUCATION

M.E., Civil Engineering,  
Transportation Engineering  
and Design, 2011, Rensselaer  
Polytechnic Institute  
  
B.S., Civil Engineering, 2011,  
Rensselaer Polytechnic Institute

### AFFILIATIONS

Institute of Transportation  
Engineers (ITE), Member

### EXPERIENCE

**School Zone Driver Feedback Signs, City of Albany, Albany County, NY.** Project Manager for providing design services for a locally funded project to improve safety near schools in the City of Albany. The project includes the design of new electronic driver feedback signs near 6 schools, and 20 replacement electronic driver feedback signs near 12 other schools to reduce vehicle speeds. Several sign models were evaluated, and plans and estimate are being prepared for the preferred alternative. The project also includes the design of new school speed limit signage associated with these electronic signs. As well as a refresh of existing signage and the installation of 10 new SDF signs in the City of Albany to improve pedestrian safety. All signs are being designed in compliance with MUTCD standards and coordinated with City of Albany traffic engineering staff to meet established preferences. Final Plans, Specifications, and Estimates will be prepared for bid.

**Albany Airport Signals and Signs, Albany International Airport, Albany County, NY.** Project Manager who provided design services for upgraded traffic signal equipment at the Albany International Airport access intersection on Albany Shaker Road to improve traffic operation, safety, and emergency vehicle response times. The project included design of a video detection system to fully actuate the traffic signal, replacement of malfunctioning existing pedestrian signal pushbuttons, and new emergency vehicle signal preemption system consisting of a signal phase selector in the signal cabinet and a modem on the Airport Authority's fire truck. All signal upgrades were designed in compliance with MUTCD standards and coordinated with Airport engineering staff for optimized operations at the existing signal.

**NYS DOT Pedestrian Safety Action Plan (PSAP).** Project Engineer for the design of various pedestrian safety upgrades at controlled and uncontrolled locations as part of the Governor's statewide pedestrian safety initiative. Dan was responsible for the design of improvements such as pedestrian warning and regulatory signs, pavement markings, new pedestrian signal and signal upgrades, overhead signs, and RRFBs. The signals were modified to account for the addition of a queue jump lane for BRT buses at two signals, and the relocation of existing pedestrian signal equipment at a third signal.

**Pedestrian Safety Improvements, City of Albany, Albany County, NY.** Dan was responsible for the design of pedestrian safety improvements such as pedestrian warning and regulatory signs, pavement markings, new pedestrian signal and signal upgrades, and overhead signs at 13 signalized and 18 uncontrolled locations. Dan was also responsible for developing the engineer's estimate, project manual, and various bid documents.



## Matthew Flaherty, PE | Project Engineer

Matt is a Project Engineer responsible for traffic data collection, traffic operations analysis, transportation modeling, and report preparation. He has extensive experience planning and implementing transportation management plans for mass gathering events and festivals.

### LICENSES / CERTIFICATIONS

Professional Engineer, NY

### YEARS EXPERIENCE

6 Total | 6 with firm

### EDUCATION

B.S., Civil Engineering, 2019,  
University of Massachusetts  
Amherst

### EXPERIENCE

**NYS DOT Pedestrian Safety Action Plan, NY.** Assistant Project Engineer on a NYS DOT term agreement assignment responsible for data collection associated with pedestrian accommodation. Matt aided in recommending countermeasures to address safety issues. The improvements include low-cost basic treatments such as signs, markings, and signal timing and more complex treatments such as raised medians, corner refuge islands, and curb extensions.

**Special Events Transportation Plans, Various Locations.** Traffic Engineer for numerous special events that involve developing temporary signage for motorist and pedestrian safety. Some of these events are the Bannock Festival (70,000 attendees), Beyond Wonderland (100,000 attendees), Dreamville (50,000 attendees), and Electric Daisy Carnival (190,000 attendees). For all of these events, Mr. Flaherty worked with local and State agencies, assisted with the development of the plan to bring festival attendees to and from the sites, and participated in the management of the transportation system during the event.

**Bicycle and Pedestrian Master Plan, City of Albany, Albany County, NY.** Assistant Project Engineer for the existing conditions assessment of walking and bicycling infrastructure for this city-wide update to the Bicycle and Pedestrian Master Plan. Matt was responsible for crash data analysis and Level of Traffic Stress calculations for 25 miles of roadway in Albany for an existing conditions analysis.

**Albany N. Swan Street On-Way Traffic Assessment, City of Albany, Albany County, NY.** This project involves a feasibility study to document the effects of converting N. Swan Street from a two-way configuration to a one-way street. The project will evaluate the effects on neighborhood circulation, traffic diversions, emergency vehicle access, and incorporate complete streets principles. Matt was responsible for existing conditions data collection and crash data analysis for updated roadway circulation recommendations.



## Alex Ho, IE | Assistant Project Engineer

Alex is an Assistant Project Engineer specializing in Traffic Engineering. His experience involves sign design, traffic signal design, pedestrian safety improvement design, traffic engineering and forecasting, traffic data collection, and report preparation.

### LICENSES / CERTIFICATIONS

Intern Engineer, NY

### YEARS EXPERIENCE

3 Total | 1 with firm

### EDUCATION

M.E., Civil Engineering, 2023,  
Rensselaer Polytechnic Institute

B.S., Civil Engineering, 2022,  
Rensselaer Polytechnic Institute

### EXPERIENCE

**Albany Airport Signals and Signs, Albany International Airport, Albany County, NY.** Alex served as the Assistant Project Engineer who provided design services for upgraded traffic signal equipment at the Albany International Airport access intersection on Albany Shaker Road to improve traffic operations, safety, and emergency vehicle responsiveness. The project included design of a video detection system to fully activate the traffic signal, replacement of malfunctioning existing pedestrian signal pushbuttons, and new emergency vehicle signal preemption system consisting of a signal phase selector in the signal cabinet and a modem on the Airport Authority's fire truck. All signal upgrades were designed in compliance with MUTCD standards and coordinated with Airport engineering staff for optimized operations at the existing signal.

**School Zone Driver Feedback Signs, City of Albany, NY.** Alex serves as the Assistant Project Engineer for this project responsible for providing design services for a locally funded project to improve safety near schools in the City of Albany. The project includes the design of new electronic driver feedback signs near 6 schools, and 20 replacement electronic driver feedback signs near 12 other schools to reduce vehicle speeds. Several sign models were evaluated, and plans and estimate are being prepared for the preferred alternative. The project also includes the design of new school speed limit signage associated with these electronic signs, as well as a refresh of existing signage and the installation of 10 new SDR signs in the City of Albany to improve pedestrian safety. All signs are being designed in compliance with MUTCD standards and coordinated with City traffic engineering staff to meet established preferences. Final Plans, Specifications, and Estimates will be prepared for bid.

**NYS DOT Signal Improvements, Rockland and Westchester Counties, NY.** Assistant Project Engineer responsible for the design of traffic signal and signage upgrades at nine intersections across Rockland and Westchester Counties. Work focused on the design and placement of street signs, state highway signs, lane control signs, wrong-way driver warning signs, and yield-to-pedestrian signs. Responsibilities also included full replacement of traffic signals and embedded poles, as well as integration of ADA-compliant pedestrian signage, crosswalks, and curb ramps at seven locations.



## Dennon Fisher, IE | Assistant Project Engineer

Dennon is an Assistant Project Engineer with experience in highway design projects for local municipalities, NYSDOT, and private sector clients. Areas of work include geometric design, highway signage, pedestrian safety, bicycle facilities, lighting design, and work zone traffic control.

### LICENSES / CERTIFICATIONS

Intern Engineer, NY

### YEARS EXPERIENCE

3 Total | 3 with firm

### EDUCATION

B.S., Civil Engineering Technology,  
2022, SUNY Polytechnic Institute

### AFFILIATIONS

Member, New York State  
Association of Transportation  
Engineers (NYSATE)

### EXPERIENCE

**US Route 6 Annsville Circle, Town of Cortland, Westchester County, NY.** Assistant Project Engineer supporting the design of an BDSA roundabout to replace the existing Annsville traffic circle, improving operations and safety at the intersection of US Route 6 and US Route 9. The project also involves reconstructing the roadway at a higher elevation to mitigate flooding caused by storm events coinciding with high tides. Dennon assisted with the preliminary layout and alternative development for the roundabout design, cost estimating, and signing and striping plans. His work included developing custom destination signage and implementing regulatory and warning signs to enhance safety throughout the project corridor.

**Livingston Ave Bridge over the Hudson River, Cities of Albany and Rensselaer, Counties of Albany and Rensselaer, NY.** Assistant Project Engineer supporting the design of a shared use path for pedestrians and bicyclists connecting the Albany Skyway Trail to the planned Rensselaer Riverfront Trail via the proposed Livingston Avenue Bridge. Dennon was responsible for the pavement design and construction of Albany streets, including full-depth reconstruction and mill-and-repave sections. He designed and detailed pavement markings and custom signage in accordance with state and federal regulatory guidance. Dennon also assisted with grading and drainage design for the multi-use trail, track alignment, and bridge abutment.

**Willow Tree Road ADA-Compliant Sidewalk, Village of Wesley Hills, Rockland County, NY.** Assistant Project Engineer for the design of approximately 3,700 feet of ADA compliant sidewalks along Willow Tree Road, from Wilder Road to NY Route 306. The project included the design and placement of pedestrian crossing signs and advance warning signs at new crosswalks across Dike Drive and Windward Lane. Additional work included a culvert extension approximately 400 feet east of Windward Lane and reconstruction of existing retaining walls where necessary to accommodate the new sidewalks.



## Ana Kimelton, SEGD,

Associate/Director of  
Wayfinding

### ROLE

Wayfinding

### EDUCATION

BFA, Industrial Design, 2013, Savannah  
College of Art and Design

BS, Graphic Design, 2010, Instituto de  
Diseño de Caracas

BS, Industrial Design, 2007, Instituto de  
Diseño de Caracas

### EXPERTISE

Industrial and Graphic Design

Adobe Creative Cloud (Photoshop,  
Illustrator, InDesign, Flash, After Effects,  
Premier)

AutoCAD

3ds Max

Rhino

SketchBook Pro

KeyShot

SketchUp

### AFFILIATIONS

The Society for Experiential Graphic  
Design (SEGD)

University of South Florida Digital  
Marketing Advisory Board



Ana is the Director of Wayfinding and Environmental Graphics in GAI's Community Solutions Group (CSG). With 15 years of experience, including in wayfinding design and planning, she is a passionate Graphic and Industrial Designer, who is vastly skilled with product design and development, branding, and corporate identity. Ana is self-motivated, creative, versatile, and knowledgeable in both 2D and 3D design work. Her background in industrial design gives her extensive knowledge of fabrication and materials, as well as experience with construction documents for retail commercial interior renovations and build-out supervision. She has both analytic and creative thinking—allowing her concepts to be data driven and data oriented. Her designs are well thought out and consider the project character and goals. Research plays a big part in her design methodology.

Ana has worked on national and international projects for cities, including Buena Park, Daytona Beach, Kuala Lumpur, Oklahoma City, and Naples. She has also performed on campus wayfinding for the University of Florida, Central Michigan University, New Jersey Institute of Technology, and Virginia State University.

### HIGHLIGHTED EXPERIENCE

- Martin County Airport, Stuart, Florida. Wayfinding Senior Planner and Designer Role. Ms. Oropeza created directional signs that, once implemented, will help route visitors through a new entrance to the airport. Ms. Oropeza assisted with the design of a gateway sign to identify the new entrance.
- South Hills Junction Master Plan and Station Signage Design Standards Manual, Port Authority of Allegheny County, Pennsylvania. Wayfinding Senior Planner and Lead Designer Role in charge of developing a wayfinding master plan for the South Hills Junction Station and sign design standards for all the Port Authority's transit network based on the study of 3 different stations. Ms. Oropeza provided extensive research and analysis of the three stations selected to determine user and signage needs. Ms. Oropeza developed 3 schematic design options and design directions, and after the selection of a preferred options, she created detailed designs to demonstrate the design intent for signage and wayfinding. When implemented, the Port Authority will have an established system that will be unique and unified throughout the stations. The system will direct people to the station and from the station to walking distance destinations on adjacent area connecting and unifying public transit with the City and surrounding areas.
- I-Drive Signage and Wayfinding, Orange County, Florida. Wayfinding Senior Planner and Designer. Ms. Oropeza is creating a wayfinding master plan for the I-Drive tourist district. Currently in the design stage, the goal of the system is to help visitors find the appropriate parking for their destination and encourage exploration once the visitors have parked. The I-Drive tourist district comprises 8 unique subdistricts, which will be highlighted and differentiated by the wayfinding system. Once implemented, the system will define the district and subdistricts' brands, and define destinations and entertainment the district has to offer.
- City of St. Cloud Downtown Wayfinding, St. Cloud, Florida. Wayfinding Senior Planner and Designer. Ms. Oropeza was responsible for creating a wayfinding program for the historic downtown area of St. Cloud, Florida, while coordinating with the Florida Department of Transportation (FDOT) to implement signage on the main entrance to the downtown area (a state road).



# HOURLY RATES

2025-2026 Hourly Rate Chart			
Grade	Title	2025 Hourly Billing Rate	2026 Hourly Billing Rate
VII (A)	Senior Project Manager/Vice President	\$225	\$235
VI (A)	Senior Project Manager/Group Leader/Senior Engineer	\$205	\$215
V (A)	Project Manager	\$190	\$195
IV (A)	Project Engineer/Sr Planner	\$150	\$155
III (A)	Assistant Project Engineer/Planner	\$115	\$115
II/I (A)	Junior Project Engineer/Planner	\$95	\$100
IV (N)	CADD Manager/Designer	\$145	\$150
III (N)	CADD Designer	\$125	\$130
I/II (N)	Engineering Technician	\$90	\$95
IV (N)	Chief of Survey	\$205	\$210
III (N)	Survey Analyst	\$145	\$155
II (N)	Survey Party Chief	\$110	\$115
I (N)	Survey Instrument Person	\$110	\$115
V	Construction Manager	\$180	\$185
IV (A)	Inspector IV	\$175	\$185
III (N)	Inspector III	\$150	\$155
II (N)	Inspector II	\$110	\$115
N/A	Administrative	\$90	\$95

\* Mileage will be billed at the Federal Reimbursement Rate, \$0.700/mile.



2 Winners Circle | Albany | New York | 12205  
518.446.0396 | [cmellp.com](http://cmellp.com)

**AGENDA ITEM NO. 10.6**

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**AGENDA ITEM NO. 10.7**

**Intentionally Blank**

**AGENDA ITEM NO. 10.8**

**Intentionally Blank**

## **AGENDA ITEM NO. 10.9**

**Construction Contract: Authorization to Award Contract  
1257-GC for New Restrooms on New Build and TSA 7th  
Lane to Greco Construction.**

AGENDA ITEM NO: 10.9  
MEETING DATE: December 15, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Planning and Engineering*

Contact Person: *Matthew J. Mokey, P.E., Airport Engineer*

**PURPOSE OF REQUEST:**

Construction Contract: *Authorization to Award Contract 1257-GC for New Restrooms on New Build and TSA 7<sup>th</sup> Lane to Greco Construction.*

**CONTRACT AMOUNT:**

Base Amount \$949,000.00

**BUDGET INFORMATION:**

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

**AWARD CONDITIONS MET:**

Apprenticeship Y DBE N/A MWBE Y

Service Disable Veteran Owned Business (SDVOB) Y

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

Federal 0% State 0% Airport 100%  
Term of Funding: 2025-2026  
Grant No.: N/A STATE PIN: N/A

**JUSTIFICATION:**

*Request to award Contract No. 1257-GC New Restrooms on New Build and TSA 7<sup>th</sup> Lane to qualified bidder Greco Construction of Troy, N.Y. for \$949,000.00. The contract scope includes the construction of new restroom facilities along the west wall of the second floor of the new Terminal connector and the reconstruction of an existing space adjacent to the TSA screening area to make room for a 7<sup>th</sup> passenger scanning lane. Greco Construction was the low bidder out of four bids.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 10.9  
MEETING DATE: December 15, 2025

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Please refer to the attached Bid tab Contract 1257-GC.*

**CONTRACT #1257-GC**  
**New Restrooms on New Build and TSA 7th Lane**

Company Name	VMJR Companies LLC	VRH Construction	Sam Greco Construction Inc.	Duncan & Hill Inc.
Addendums #1-3	X	X	X	X
Lump Sum Bid	\$1,142,000.00	\$1,137,000.00	\$949,000.00	\$1,780,000.00
Bid Bond	5%	5%	Surety Qualification Letter	5%
Board of Directors	X	X	X	X
Non-Collusion	X	X		X
Qualification Questionnaire	X	X	X	X
Acknowledgment	X	X	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*  
 Bobbi Matthews  
 Purchasing Agent

Sworn to before me this 4th day of December 2025

*Jennifer A. Munger*  
 Notary Public

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

## **AGENDA ITEM NO. 10.10**

**Request to award Contract #1254-E for the  
Purchase and Installation of all electrical components  
needed for the Airfield Electrical Switchgear Upgrades**

AGENDA ITEM NO: 10.10  
MEETING DATE: December 15, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:**

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

**PURPOSE OF REQUEST:**

*Request to award Contract #1254-E for the Purchase and Installation of all electrical components needed for the Airfield Electrical Switchgear Upgrades to DLC Electric, LLC for the Airfield Lighting System.*

**CONTRACT AMOUNT:**

Total Contract Amount: **\$1,500,000.00**

**BUDGET INFORMATION:**

Federal Airport Improvement Program

Anticipated in Current ALB Capital Plan : Yes  No  NA

Funding Account No.: Capital

**FISCAL IMPACT – FUNDING**

Federal N/A State N/A Airport 100% NA           

Term of Funding: 2025-2026

Grant No. :N/A State PIN: N/A

**JUSTIFICATION:**

*Request is made to award Contract 1254-E for the purchase and installation of all electrical equipment for the Airfield Electrical Switchgear Upgrades to the Airfield Lighting System for \$1,500,000.00 by DLC Electric, LLC of Troy, New York. The existing airfield lighting switchgear for the two independent electrical feeds from National Grid, does not have the capability to switch from one feed to the other automatically. The upgrades will automate the switching process from one feed to the other in under 1.0 second, which will satisfy FAA requirement to allow the Airport to activate the MALSR (approach lights) in low visibility conditions, without needing to first start the emergency generator. This upgrade will become even more important in 2026 when the FAA replaces the existing MALSR system with the latest equipment.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 10.10  
MEETING DATE: December 15, 2025

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

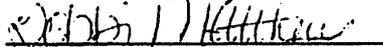
*Please refer to attached Proposal from DLC Electric, LLC.*

**CONTRACT #1254-E**  
**Airfield Electrical Switchgear Upgrades**

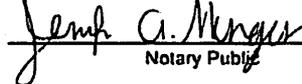
<b>Company Name</b>	<b>DLC Electric</b>
<b>Addendum #1</b>	<b>X</b>
<b>Addendum #2</b>	<b>X</b>
<b>Addendum #3</b>	<b>X</b>
<b>Lump Sum Bid</b>	<b>\$1,500,000.00</b>
<b>Bid Bond</b>	<b>5%</b>
<b>Board of Directors</b>	<b>X</b>
<b>Non-Collusion</b>	<b>X</b>
<b>Qualification Questionnaire</b>	<b>X</b>
<b>Acknowledgment</b>	<b>X</b>

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 19<sup>th</sup> day of November 20 25

  
 Notary Public

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

**AGENDA ITEM NO. 11**

**Authorization of Change Orders**

**AGENDA ITEM NO. 11.1**

**Construction Contract: Authorization of Change  
Order #9 for Construction Contract  
1127-GC for Concourse A  
Rehabilitation to AOW Construction LLC.**

AGENDA ITEM NO: 11.1  
MEETING DATE: December 15, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Planning and Engineering*

Contact Person: *Matthew J. Mokey, P.E., Engineer*

**PURPOSE OF REQUEST:**

Construction Contract: *Authorization of Change Order #9 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC.*

**CONTRACT AMOUNT:**

Base Amount:	\$12,733,787.00
Change Order #1:	80,789.00 ACAA Approved 02/10/2025
Change Order #2:	122,480.00 ACAA Approved 03/24/2025
Change Order #3:	78,708.00 ACAA Approved 05/12/2025
Change Order #4:	55,205.00 ACAA Approved 06/09/2025
Change Order #5:	293,015.00 ACAA Approved 07/14/2025
Change Order #6:	53,371.00 ACAA Approved 08/18/2025
Change Order #7:	143,963.00 ACAA Approved 09/15/2025
Change Order #8:	168,936.00 ACAA Approved 10/20/2025
Change Order #9:	<u>93,104.00 *</u>
Total:	\$13,823,358.00 (Includes total change orders to date of \$1,089,571.00)

\*Pending approval at this meeting.

**BUDGET INFORMATION:**

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

**AWARD CONDITIONS MET:**

Apprenticeship  DBE  MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

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

Federal 85% State N/A Airport 15%  
Term of Funding: 2024-2026  
Grant No.: N/A STATE PIN: N/A

AGENDA ITEM NO: 11.1  
MEETING DATE: December 15, 2025

**JUSTIFICATION:**

*Request to approve Change Order #9 for Contract # 1127-GC Concourse A Rehabilitation to qualified low bidder AOW Construction LLC. of Albany, NY for \$93,104.00. This change order work includes additional colored metal back cladding on the west side of the new blast wall facing Hockey Lane. Additional work also includes modifications to existing signage in Concourse A to improve wayfinding for passengers.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Please refer to the attached Contract 1127-GC Change Order #9 backup.*



**AIA**<sup>®</sup>

# Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

**PROJECT:** *(name and address)*  
Albany County Airport Authority

Terminal A  
737 Albany Shaker Road  
Albany New York 12211

**OWNER:** *(name and address)*  
Albany County Airport Authority  
737 Albany Shaker Road  
Albany, NY 12211

**CONTRACTOR:** *(name and address)*  
AOW Construction, LLC  
30 Essex Street  
Albany, NY 12206

**CONTRACT INFORMATION:**  
Contract For: General Construction  
[1127-GC]  
Date: 06-10-2024

**CHANGE ORDER INFORMATION:**  
Change Order Number: 009  
Date: 12-04-2025

**ARCHITECT:** *(name and address)*  
Fennick McCredie Architecture LTD  
70 Franklin St.  
Boston, MA 02110

**CONSTRUCTION MANAGER:** *(name and address)*  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- 01. PCO-019 ASI-005 Fire Protection Revision [Add \$6,500.00]
- 02. PCO-034 ASI-007 Existing Signage to Remain Revisions [Add \$18,289.00]
- 03. PCO-094 Credit for Terrazzo Sealer [Credit \$5,134.00]
- 04. PCO-096 Additional Back Cladding for Blast Wall [Add \$76,203.00]
- 05. PCO-101 Expansion Joint Credit [Credit \$2,754.00]

The original Contract Sum was	\$ 12,733,787.00
Net change by previously authorized Change Orders	\$ 996,467.00
The Contract Sum prior to this Change Order was	\$ 13,730,254.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 93,104.00
The new Contract Sum including this Change Order will be	\$ 13,823,358.00

The Contract time will be unchanged by (0) days.  
The Contractor's Work shall be substantially complete on August 10, 2026.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
BY: Joe Sirkovich - Project Manager  
*(Printed name, title, and license number if required)*

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

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*  
BY: Robert Wagner - Sr. Project Manager  
*(Printed name and title)*

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

---

**CONTRACTOR** *(Signature)*

**BY: James Urner - President**  
*(Printed name and title)*

---

*Date*

---

**OWNER** *(Signature)*

**BY: Peter Stuto - Chief Executive Officer**  
*(Printed name and title)*

---

*Date*

**PCO-019**



30 Essex Street  
Albany, NY 12206  
Ph : (518)482-3400

*Change Request*

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 013  
Date: 11/25/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request  
Source: Proposal Request # 019

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
COR-013 - PCO-019 - ASI-005 Fire Protection - This change order covers the modifications to the fire sprinkler system as revised per ASI-005, drawing FP-102A Level 2 Floor Plan Part A.

Pricing Summary			
	Absolute Fire Protection		\$ 6,186.00
		Subtotal:	\$ 6,186.00
	Bond	0.50%	\$ 32.00
	OH&P on Sub Work	5.00%	\$ 281.00
		Total:	\$ 6,500.00

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:

Signed by: *Al Bungayoli*  
Approved: \_\_\_\_\_  
Date: 11/26/2025

EA73FFA455F407...

Approved by ARCHITECT:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

DS  
*pa*



24-0048 Albany Airport Concourse A Rehab  
COR-013 - PCO-019 - ASI-005 Fire Protection

30 Essex Street  
Albany, NY 12206  
T 518-482-3400  
F 518-482-3444

<u>AOW Labor</u>	Regular Hours	OT Hours	Regular Rate	OT Rate	Total
AOW Labor (Superintendent)			\$ 94.00	\$ 141.00	\$ -
AOW Labor (Project Manager)			\$ 95.00	\$ 110.00	\$ -
AOW Labor (Carpenter Foreman)			\$ 90.00	\$ 135.00	\$ -
AOW Labor (Carpenter)			\$ 88.00	\$ 129.00	\$ -
AOW Labor (Laborer Foreman)			\$ 90.00	\$ 135.00	\$ -
AOW Labor (Laborer)			\$ 87.00	\$ 129.00	\$ -
<b>AOW Labor Total:</b>					<b>\$ -</b>

<u>AOW Material</u>	Quantity	Units	\$/Unit	Cost/Item	
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
<b>AOW Material Total:</b>					<b>\$ -</b>

<u>AOW Tool Rentals</u>	Quantity	Units	\$/Unit	Cost/Item	
				\$ -	\$ -
				\$ -	\$ -
<b>AOW Tool Rental Total:</b>					<b>\$ -</b>

**AOW Subtotal: \$ -**

<u>Subcontractors</u>	Subcontractor Costs	10% Mark-up	
Absolute Fire Protection	\$ 5,624.05	\$ 562.41	\$ 6,186.46
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>Subcontractor Total:</b>			<b>\$ 5,624.05 \$ 562.41 \$ 6,186.46</b>

**Subtotal All Categories: \$ 6,186.46**

15.0%	AOW OH&P on Self-Performed	\$ -
5.0%	AOW OH&P on Sub costs	\$ 281.20
	<b>Subtotal:</b>	<b>\$ 6,467.66</b>

0.5% Bond \$ 32.34

**Grand Total: \$ 6,500.00**



1182 US Route 9W (PO Box 10) • Selkirk, NY 12158

(518) 767-3700 • (518) 767-3711 Fax

www.AbsoluteFirePro.com • mail@AbsoluteFirePro.com

## FIRE PROTECTION PROPOSAL REQUEST FOR CHANGE ORDER

<b>PROPOSAL SUBMITTED TO:</b> AOW Construction		<b>PHONE:</b> 518-512-5504 <b>CELL:</b> 914-606-2978	<b>DATE:</b> 3/6/25
<b>STREET:</b> 30 Essex St		<b>JOB NAME:</b> AIA Rehabilitation of Concourse A	
<b>CITY, STATE AND ZIP CODE:</b> Albany, NY 12206		<b>JOB LOCATION:</b> 737 Albany Shaker Rd, Albany Ny 12211	
<b>ATTENTION:</b> Patrick Andrews	<b>EMAIL:</b> pandrews@aowconstruction.com	<b>REFERENCE:</b>	<b>COR NUMBER:</b> 1318-1

This change order request reflects ceiling height changes per ASI-005

**INCLUDES:**

- Install new 3" floor control assembly on second floor.
- Tie into the existing drain riser.
- Commissioning of new floor control assembly per NFPA 13.

**EXCLUDES:**

- Any labor or material not identified.

**WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS,  
FOR THE ADDITIONAL SUM OF:**

**Six Thousand Eight Hundred Sixty 00/100**

**DOLLARS \$6,186.00**

*All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.*

Authorized  
Signature:

*Note: This proposal may be withdrawn  
by us if not accepted within: 15 days.*

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
Date of Acceptance:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



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## GENERAL TERMS AND CONDITIONS

### ENTIRE CONTRACT

The provisions herein contained constitute all of the terms and conditions of this contract. No charges or additions shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and purchaser's order shall be governed only by the terms and conditions appearing herein This contract is not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, reasonable overhead and lost profit.

### PAYMENT

Payment shall be due and payable within thirty (30) calendar days after substantial completion of the installation, or if, approved prior thereto, then upon approval. A service charge will be made and added to the prices on all payments Past due and owed by the Purchaser under this contract at a rate of 12% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is permitted under applicable law Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts.

### DELAYS

Delay for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing, In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice by Purchaser.

### EXCAVATION

In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the seller due to water, quicksand, rock or other unforeseen obstruction encountered or shoring if required.

### SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

### STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring and protection of foundations, walls or other structures subject to being distributed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks) The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time of receipt of the materials at the place of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make proposal shall be considered a failure to have things in readiness for erection in accordance with the terms of this contract.

### INTERFERENCES

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trade(s).

### LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim whether or not based in contract or in tort or occasioned by Seller's active or passive negligence for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom, or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty". Cost of recovery by Purchaser shall be no more than one (1) day labor or cost of inspection price from Seller.

### WARRANTY

Seller agrees that for a period of one (1) year after completion of said installation it will, at its expense, repair or replace any defective materials or workmanship supplied or performed by Seller. Upon completion of the installation, the system will be turned over to the Purchaser to maintain it in operative condition, it is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufactures supplied hereunder, to the extent of the warranty of the respective manufacture.

ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WARRANTIES OF MERCHANTABILITY OR FITNESS, WHICH EXCEED THE AFORESTATED OBLIGATION, ARE HEREBY EXCLUDED.

### MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material or Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

### ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be invalid, Seller may assign this contract to its subsidiaries and affiliates.

### SEVERABILITY

Should any part, term or provision of this agreement be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining provisions hereof shall not be affected thereby.



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**CHANGES, ALTERATIONS, ADDITIONS**

Changes, alterations and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease in the contract price as herein provided. The value of additional work shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

(To apply when equipment has been revamped) Seller, under this proposal, does not assume any responsibility for testing old and new piping and will only do so as an extra to the contract price to cover labor and materials required to make the system tight at high pressure. The Buyer assumes full responsibility and liability in connection with such test conducted. Seller's price is based on the assumption that the underground gate valve controlling the flow of water to existing sprinkler riser is completely operable and functioning properly. If the controlling valve is inoperable, Buyer is to pay for, as an extra to the contract price, the addition expense involved, at Seller's market price.

**PRICES**

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details or work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery and completion dates quoted herein shall be changed by seller as may be required.

**LEGAL NOTICE**

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

**CLAIMS**

Any claim against Seller arising hereunder shall be deemed waived unless received by Seller in writing with particulars, within ten (10) calendar days after it shall arise.

**TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS**

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

**ARBITRATION**

At the option of the Seller, any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in Albany, NY.

Should any proceeding, arbitration, or litigation be commenced by Seller to enforce the terms of this Contract, Seller shall be entitled, in addition to such other relief as may be granted, to its attorneys' fees and litigation costs, including but not limited to expert witness fees.

**OVERTIME**

Unless otherwise specified by Purchaser, all installation work will be performed during regular hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

**INCIDENTAL LOSSES**

A loss or damage from any cause (not the fault of Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

**DEFAULT**

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller including overhead and profit. Seller shall also be entitled to shut off the water from said system and remove all or a portion of the same. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors, or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, liened or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

**BACKCHARGE**

No charges shall be levied by the Purchaser against the Seller unless forty-eight (48) hour prior written notice is given to Seller to correct any alleged work deficiencies or clean-up which necessitates such charges and unless said work deficiencies are the direct fault of Seller.

**OSHA AND ASBESTOS**

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety and Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of cause within the exclusive control of Seller. In the event that the seller's employees or others are or may be exposed to Asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Tests" of any work area for Asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

**COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that facsimile or electronic signatures of this Contract shall be deemed a valid and binding execution of this Contract.



**Turner Construction Company**  
1 Computer Drive South  
Albany, New York 12205

October 11th, 2024

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-019: ASI-005 Fire Protection

Dear Mr. Andrews,

Please refer to ASI-005 drawings in Procore under Documents → File 00 3150 Architectural Supplemental Information → ASI-005 Fire Protection. Please review, as all work going forward should be based on this ASI. Provide pricing and schedule impacts no later than next Friday, October 18<sup>th</sup>, 2024.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company

## Architects Supplemental Instructions

**Date:** October 8, 2024  
**To:** TCCO and AOW Construction  
**From:** Ozlem Kizilkaya

**ASI No:** 005  
**Project:** Albany International Airport – Concourse A Renovations  
**Project No:** 1236

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. If the scope indicated in this ASI represents, in the opinion of the Contractor, a change in Contract Sum or Contract Time, the Contractor shall submit a Change Order Request prior to proceeding with the work. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in Contract Sum or Contract Time.

### ASI Description:

- Revised drawing for 6" fire protection main to connect into existing standpipe riser in Stair 'M'.
- Keynote 1 revised to read " REMOVE EXISTING 4" SPRINKELR MAIN BACK TO 6" STANDPIPE ROSER. CONNECT NEW 6" MAIN WITH NEW FLOOR CONTROL VALVE AND TRIM TO EXISTING 6" STANDPIPE RISER."
- Removed 6" main connection to existing 8" pipe.

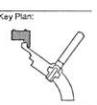
**Dwg No.** FP-102A LEVEL 2 – FLOOR PLAN – PART A

### Fire Protection

FP-102A clouded area is for Fire Protection drawing update, reference ASI 005.

### Issued by the architect:

Ozlem Kizilkaya  
Project Designer - FM

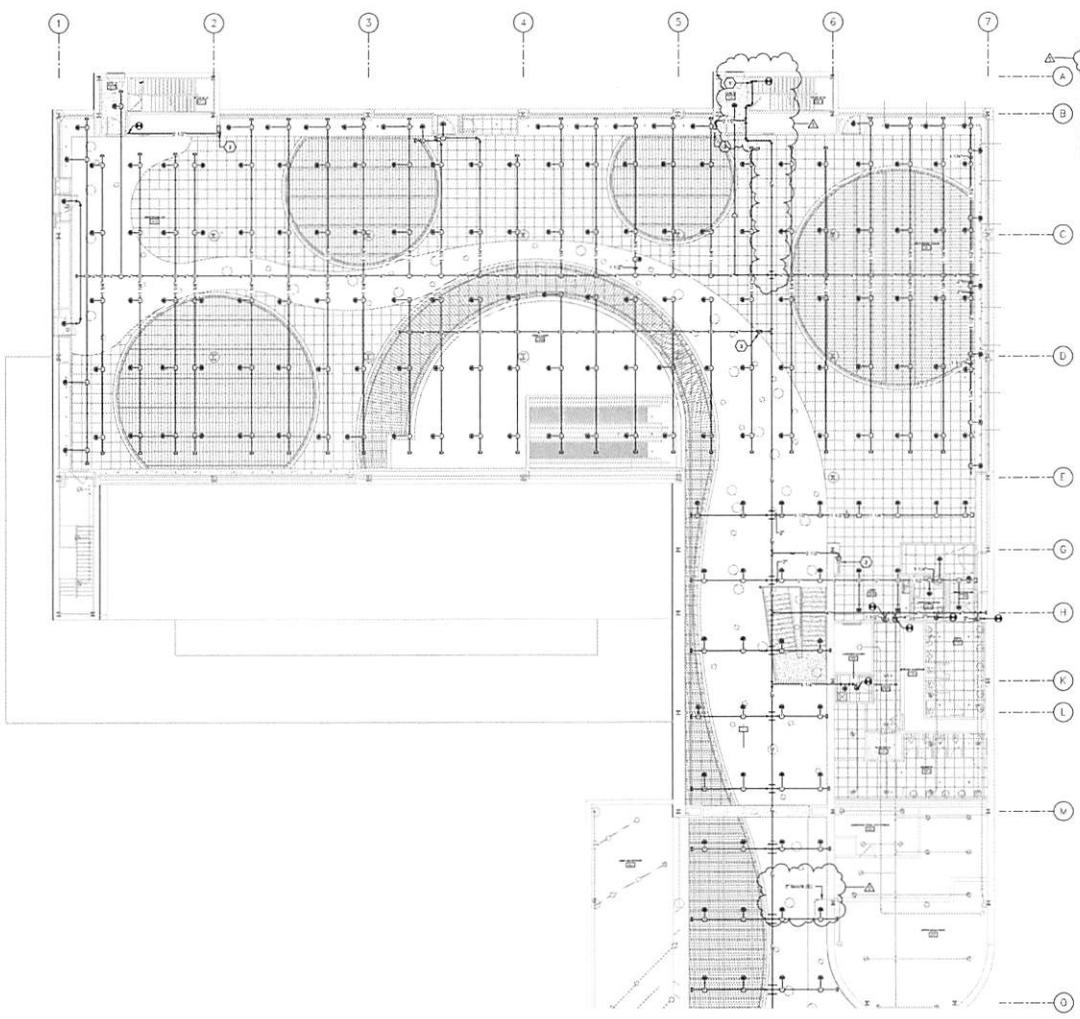


Stamp:

No.	Date	Revised
1	10/08/2024	ASB/MS

Job No.: 1736  
 Drawn By: GAB/MS  
 Checked By: GAB/MS  
 Date: 08/12/2024  
 Scale: 1/8" = 1'-0"

Drawing Title:  
**LEVEL 2 - FLOOR PLAN - PART A**  
 Drawing No.:  
**FP-102A**



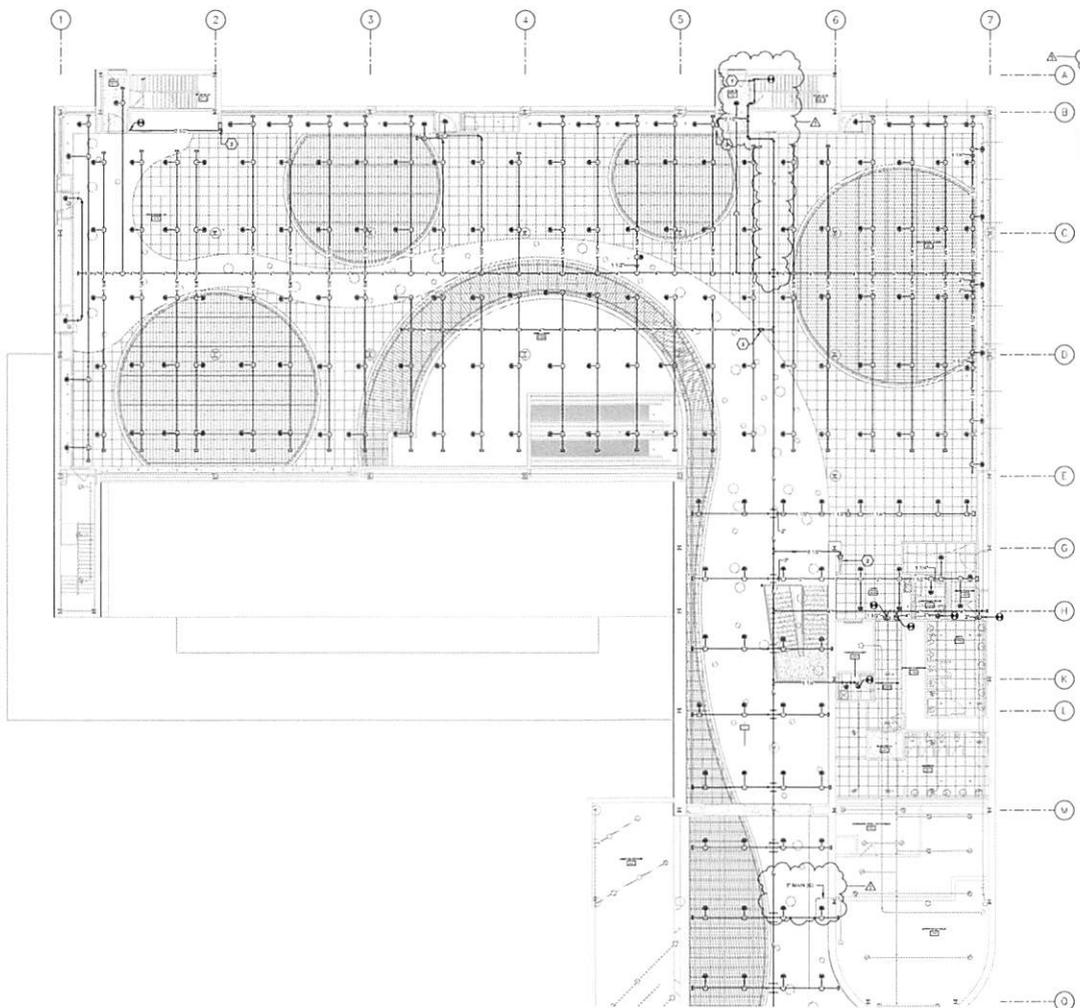
**KEYED NOTES:**

1. REMOVE EXISTING CONCRETE SLAB WITH 12" x 12" REINFORCING BARS. CONCRETE TO BE REINFORCED WITH 12" x 12" REINFORCING BARS. SEE DETAIL FOR REINFORCEMENT.

2. PROVIDE REINFORCED CONCRETE SLAB FOR CONCOURSE WALKWAY/STAIRS AND RAMP.

**GENERAL NOTES:**

1. CONTRACTOR TO VERIFY ALL EXISTING FIRE PROTECTION SYSTEMS NOT BEING REPLICATED ARE IN GOOD CONDITION.



**KEYED NOTES:**

1. REMOVE EXISTING SPRINKLER RISER AND TO BE REINSTALLED TO CORRECT NEW SPRINKLER RISER WITH REVISIONS TO CORRECT RISER AND RISE TO CORRECT SPRINKLER HEAD.

2. PROVIDE UNFINISHED S&G TO FLOOR FOR CONSTRUCTION SPACE SPRINKLER AND RISER.

**GENERAL NOTES:**

1. CONSTRUCTION TO MAINTAIN ALL EXISTING FIRE PROTECTION SYSTEMS NOT BEING REMOVED AS PART OF THIS PROJECT.

Project  
**Concourse A Rehabilitation**

ALBANY INTERNATIONAL AIRPORT

ALBANY COUNTY Airport Authority  
 737 Albany Street  
 Albany, NY 12212  
 T: 518.242.2222

**fm Fennick McCredie Architect**

Team:  
 Architect:  
 Fennick McCredie Architect  
 25 Franklin Street  
 Boston, MA 02110  
 T: 617.380.7500

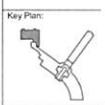
Structural/MEP/Plumbing  
 M.J. Adams Johnson, Inc.  
 40 Canal Street, Suite 240  
 Southborough, MA 01907  
 T: 802.723.9471

Code Consultant:  
 Code Red Consultants, LLC  
 124 Lyndale Road, Suite 204  
 Southborough, MA 01772  
 T: 617.802.3533

Cost Estimating  
 Elara Construction, Concourse  
 20 Southview, Suite 801  
 New York, NY 10004  
 T: 212.571.2606

100%  
 CONSTRUCTION DOCUMENTS

ISSUED FOR CONSTRUCTION  
 08.12.2024



Stamp:

No.	Date	Revised
1	08/12/2024	ISSUED

Job No.: 2126  
 Drawn By: D.A.S./D.S.  
 Checked By: D.S.  
 Date: 08.12.2024  
 Scale: 1/8" = 1'-0"

Drawing Title:  
**LEVEL 2 - FLOOR PLAN - PART A**  
 Drawing No.:  
**EP-102A**

1. CONSTRUCTION PLAN - PART A

**PCO-034**



30 Essex Street  
Albany, NY 12206  
Ph : (518)482-3400

**Change Request**

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 034  
Date: 11/28/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
COR 034 PCO-034 ASI-007 Existing Signage to Remain: Modify existing signage and add new signage as outlined in ASI-007. Scope of work involves removal and replacement of existing sign faces, furnish and install new signs, field verification of existing signage to insure proper fit, cut and patch GWB as needed to access first floor signage.

Pricing Summary			
AOW Materials			\$ 115.00
AOW Labor			\$ 2,136.00
DLC Electric			\$ 924.00
Takeform			\$ 14,190.00
		Subtotal:	\$ 17,365.00
	Bond	0.50%	\$ 91.00
	OH&P on AOW Work	15.00%	\$ 338.00
	OH&P on Sub Work	5.00%	\$ 495.00
		Total:	\$ 18,289.00

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:  
Signed by: Al Burgayoli  
Approved: \_\_\_\_\_  
Date: 11/28/2025

Approved by ARCHITECT:  
Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:  
Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

DS  
PA



24-0048 Albany Airport Concourse A Rehab  
 COR-034 - PCO-034 - ASI-007 Existing Signage to Remain

30 Essex Street  
 Albany, NY 12206  
 T 518-482-3400  
 F 518-482-3444

<u>AOW Labor</u>	Regular Hours	Regular Rate	Total
AOW Labor (Superintendent)		\$ 94.00	\$ -
AOW Labor (Project Manager)		\$ 95.00	\$ -
AOW Labor (Carpenter Foreman)	12	\$ 90.00	\$ 1,080.00
AOW Labor (Carpenter)	12	\$ 88.00	\$ 1,056.00
AOW Labor (Laborer Foreman)		\$ 90.00	\$ -
AOW Labor (Laborer)		\$ 87.00	\$ -
<b>AOW Labor Total:</b>			<b>\$ 2,136.00</b>

<u>AOW Material</u>	Quantity	Units	\$/Unit	Cost/Item	Total
GWB, Taping and Paint	1	LS	\$ 115.20	\$ 115.20	\$ 115.20
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
<b>AOW Material Total:</b>					<b>\$ 115.20</b>

<u>AOW Tool Rentals</u>	Quantity	Units	\$/Unit	Cost/Item	Total
				\$ -	\$ -
				\$ -	\$ -
<b>AOW Tool Rental Total:</b>					<b>\$ -</b>

**AOW Subtotal: \$ 2,251.20**

<u>Subcontractors</u>	Subcontractor Costs	10% Mark-up	Total
Take Form - Base Bid	\$ (37,065.00)	\$ -	\$ (37,065.00)
Take Form - Revised per ASI-007	\$ 46,129.75	\$ 4,612.98	\$ 51,255.28
DLC	\$ 840.00	\$ 84.00	\$ 924.00
		\$ -	\$ -
<b>Subcontractor Total:</b>			<b>\$ 15,114.28</b>

**Subtotal All Categories: \$ 17,365.48**

15.0%	AOW OH&P on Self-Performed	\$ 337.68
5.0%	AOW OH&P on Sub costs	\$ 495.24
	<b>Subtotal:</b>	<b>\$ 18,198.40</b>

0.5% Bond \$ 90.99

**Grand Total: \$ 18,289.39**



branding space. moving people.

Quorum Group, LLC DBA

Estimate #: 220136

May 23, 2024

101 400A  
101 400B

Prepared For:

Estimating

11601 Maple Ridge Rd  
Medina, NY 14103

Account Manager: Hilary Misiti  
hgh@takeform.net  
(585) 798-8888

Estimating Agent

(585) 798-8888

Representative: Karin Yocum  
KLY@takeform.net  
(585) 207-0266

ALB0028: Albany International Airport, Concourse A

Notes:

Price includes lift rental  
Final Electrical hook-up by others

	QTY	Unit Net	Extended Net
1 Type L2: Custom Illuminated Suspended Directional Sign , Double-sided graphics - Overall Dimensions: 17" h x x 144" x 3" deep	3	\$5,565.00	\$16,695.00
2 Type L2.a: Custom Illuminated Suspended Small Directional Sign, Double-sided graphics - Overall Dimensions: 9" h x x 72" x 3" deep	1	\$1,785.00	\$1,785.00
3 Type L3: Custom Projection Mounted Signs, Double-sided graphics - Overall Dimensions: 9" h x x 72" x 3" deep	5	\$2,025.00	\$10,125.00
<del>4 Gate Numbers: Face-lit dimensional letter , Double-sided graphics - Overall Dimensions: 30½" h x 2½" deep</del>	<del>6</del>	<del>\$1,970.00</del>	<del>\$11,820.00</del>
5 Submittals/Project Mgmt: Product Data, Shop Drawings, Message Schedule, (2) Vivid Series samples, Manufacturer's Qualification Data	1	\$800.00	\$800.00
6 Takeform Certified Installation Service - Prevailing Wage Rates, Albany County	1	\$7,660.00	\$7,660.00
		Subtotal:	\$48,885.00
		S & H:	\$0.00
		Taxes:	\$0.00
		Total:	\$48,885.00

\$41,225
<u>-\$11,820</u>
\$37,065

EXCLUDES  
CODE RED  
SIGNS  
(Last page)

41,225 mat  
7660 LAB  
48,885



Quorum Group, LLC DBA

# 141046

Payment Terms 40% Dep; Balance Net 30

September 03, 2025

**Bill To:**  
**AOW Construction LLC**  
**Patrick Andrews**  
 21 Essex St  
 Albany, NY 12206-2050  
 pandrews@aowconstruction.com  
 (518) 512-5504

**Ship To:**  
**AOW Construction LLC**  
**Patrick Andrews**  
 30 Essex St  
 Albany, NY 12206-2050

**Project Contact:**  
**Patrick Andrews**

**Account Manager:**  
**Jennifer Twitchell**  
 jlt@takeform.net  
 (585) 318-1048

**ALB0028: Albany International Airport/Concourse A**

			Unit Net	Extended Net
1	Type A1.a: Replacement Face, SignComp Series 7, routed aluminum copy backed w/ 3/16" thick translucent acrylic; Overall Dimensions: 72"w x 21"h	2	\$1,590.00	\$3,180.00
2	Type A1.b: Replacement Face, SignComp Series 7, routed aluminum copy backed w/ 3/16" thick translucent acrylic; Overall Dimensions: 79.5"w x 21"h	2	\$1,725.00	\$3,450.00
3	Type L2.a: Custom Aluminum, Illuminated Suspended Cabinet Sign SignComp 7 Series w/hinged body, routed aluminum copy backed w/ 3/16 thick translucent acrylic; Overall Dimensions: 266"w x 24"h (sign is in 3 sections w/1 inch reveals between)	1	\$15,800.00	\$15,800.00
4	Type L2.b: Custom Aluminum, Non-Illuminated suspended sign SignComp 7 Series; Overall Dimensions: 120"w x 24"h	1	\$4,475.00	\$4,475.00
5	Type B1: Monitor Surround	1	\$3,650.00	\$3,650.00
6	Type C3: Flag Mount ID (5 included per contract)	<del>6</del>	\$233.21	<del>\$1,399.26</del> \$233.21
7	Type C1.2F: Elev Directional	2	\$299.47	\$598.94
8	Type C3A: Wall Mounted RR Sign	5	\$299.47	\$1,497.35
9	Type HP: Wall Mounted House Phone	1	\$105.78	\$105.78
10	Submittals, Project Mgmt, Product Data, Shop Drawings, Proofs, Paint sample, vinyl samples, Manufacturer's Qualification Data	1	\$1,500.00	\$1,500.00
11	Field Verification Services. Take details notes and measurements of existing signage to conform all dimensions. Assess mounting conditions, etc..	1	\$1,800.00	\$1,800.00
12	Takeform Certified Installation Services, Prevailing Wage Rates, Albany County. Includes Lift rental. Final Electrical hook up by others	1	\$12,990.00	\$12,990.00

Subtotal: \$37,456.33  
 S & H: \$1,975.00  
 Taxes: \$-  
**Total: ~~\$52,421.33~~**  
 Deposit paid: \$-  
**Balance due: ~~\$52,421.33~~**  
**\$51,255.28**



branding space. moving people.

Quorum Group, LLC DBA

Payment Terms 40% Dep; Balance Net 30

September 03, 2025

### ALB0028: Albany International Airport/Concourse A

DEPOSIT: 40% deposit due upon release to production. Deposits are requested due to the custom nature of signage and graphic products, design hours, and planning services.

MINIMUMS: Orders less than \$500 must be paid in full prior to fabrication.

RELEASE TO PRODUCTION: Client approvals of rendering, location plan and message schedule/proof required prior to production.

SHIPMENT WINDOW: If shipment cannot be completed within 1 year of purchase order, a price escalation of 7% shall apply with an additional 7% for every ensuing year. The increase shall be based on total invoice excluding taxes.

DELIVERY: 4 weeks after receipt of approvals contingent on project scope and materials.

FOB Origin, with full freight allowed.

INSTALLATION: Unless indicated, sign installation is not included. If shown, price is based on the minimum trips required to perform the work. If additional trips are necessary, for reasons beyond our control, additional charges may apply. Please advise if multiple trips are anticipated. Prices reflect installations performed during regular business hours (M-F, 7:00am - 5:00pm). Work outside these hours or days will incur additional cost.

CHANGES: Changes in quantities, sign types and/or finishes may affect prices. Further, due to rising material prices, it may be necessary to adjust prices for orders which fail to ship within one year of placement.

CANCELLATION: Canceled orders shall be subject to a 25% fee.

EXPIRATION: Prices are valid for 90 days.

WARRANTY: Takeform warrants its products to be free of defects in material and workmanship for a period of five years from date of shipment. Warranty covers all material and labor to repair or replace products determined to be defective.

**Balance due:** \$52,421.33

**Payment Options:**

Return via fax at 585-798-8889 or email your project manager

**Order #: 141046**

Visa     MasterCard     Discover     American Express     Mail Check

**AOW Construction LLC**

Cardholder's Name: \_\_\_\_\_

Card Number: \_\_\_\_\_

C V V 2#: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Card Billing Address: \_\_\_\_\_

Amount: \_\_\_\_\_

Signature: \_\_\_\_\_

DLC Electric, LLC

479 State Route 40

Troy, NY 12182

518-326-8130



## Change Order Proposal

To:	AOW Construction	Project	Albany Airport Concourse A
Address:	30 Essex St	Date	4/4/2025
	Albany, NY 12206	Client #	ASI-007
Attn:	Patrick Andrews	DLC#	10

### Work Scope

Furnish and install wiring, boxes, circuit breakers to the new sign located Colum line E as shown on ASI-007.

<u>Cost</u>					<u>Notes</u>
	Qty	Unit	Rate	Total	
Direct Labor	6	Hrs	\$ 103.07	\$618.42	
Foreman	1	Hrs	\$ 113.91	\$113.91	
Material	1	LS	\$ 107.80	\$107.80	
Equipment	1	LS		\$0.00	
OH & Profit			10%	\$84.01	
Subtotal				\$924.14	
Subcontractors	1	LS		\$0.00	
Sub OHP			5%	\$0.00	
Bond			0.0%	\$0.00	
<b>Total</b>			<b>ADD</b>	<b>\$924</b>	

Steve Mohan  
 Project Manager  
 518-478-3813  
[smohan@dlcelectric.net](mailto:smohan@dlcelectric.net)





**Turner Construction Company**  
1 Computer Drive South  
Albany, New York 12205

December 3rd, 2024,

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-034 ASI-007 Existing Signage to Remain

Dear Mr. Andrews,

Please refer to ASI-007 drawings in Procore under Documents → File 00 3150 Architectural Supplemental Information → PCO-034 ASI-007 Existing Signage to Remain. Please review, as all work going forward should be based on this ASI. Provide credit and schedule impacts no later than next Tuesday, December 10<sup>th</sup>, 2024.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company



DATE PLOTTED: 08/12/2024 10:52:15 AM

Project  
Concourse A  
Rehabilitation

ALBANY INTERNATIONAL  
AIRPORT

Client  
Albany County  
Airport Authority  
133 Albany Avenue  
Albany, NY 12211  
T: 518.242.2222

Architect  
**fm**  
Fennick  
McCredie  
Architecture

Architect  
120 Franklin Street  
Albany, NY 12202  
T: 518.242.2222

Structural Engineer  
Shirley M. Pfeiffer, P.E.  
44 Coxsack Street, 2nd  
Floor  
Albany, NY 12202  
E: 518.273.8444

Code Consultant  
Code Consultants, LLC  
800 North Country Road  
Albany, NY 12208  
E: 518.273.8444

Construction Manager  
Coxsack Construction, LLC  
1000 State Street  
Albany, NY 12208  
E: 518.273.8444

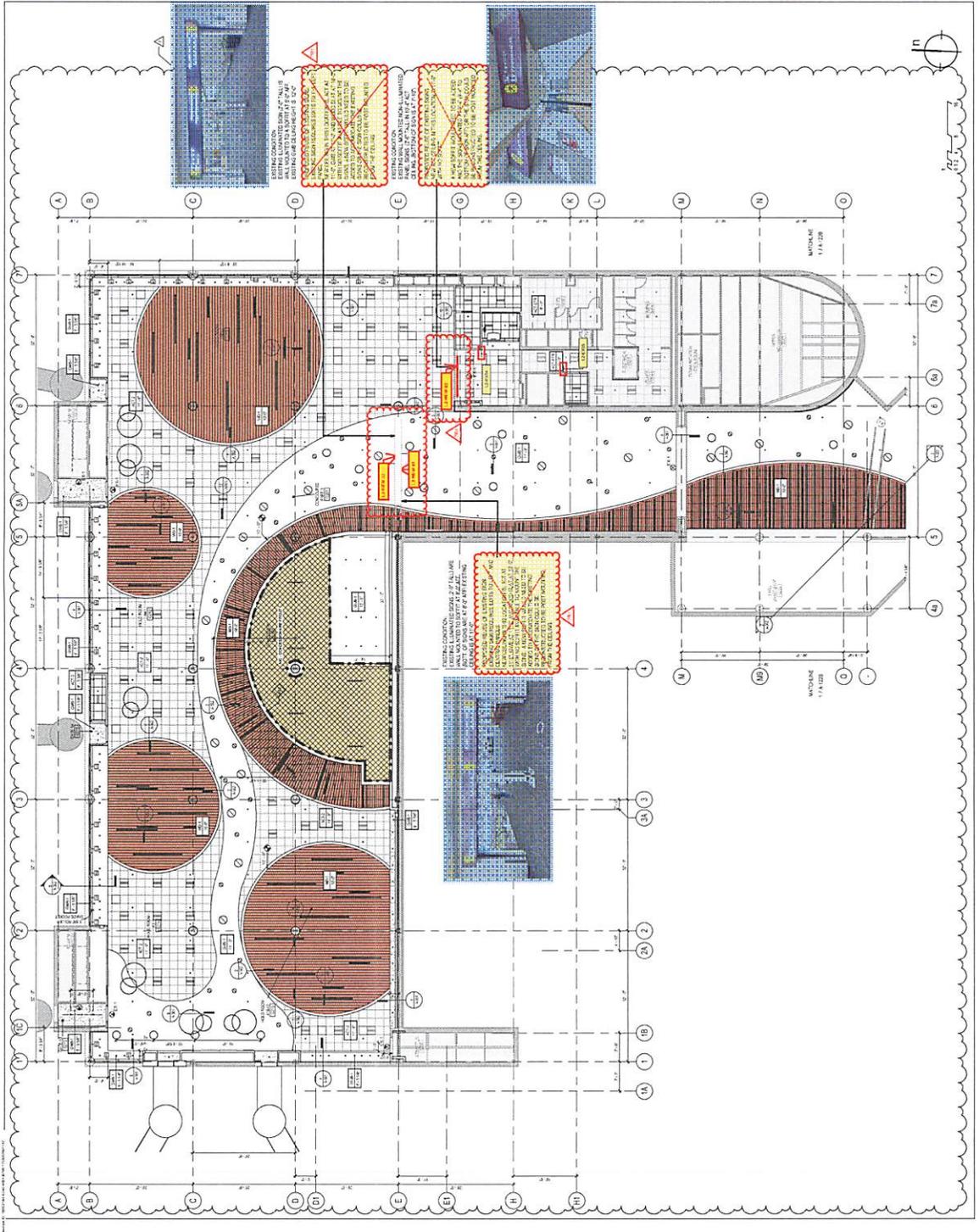
100%  
CONSTRUCTION  
DOCUMENTS  
ISSUED FOR  
CONSTRUCTION  
08.12.2024

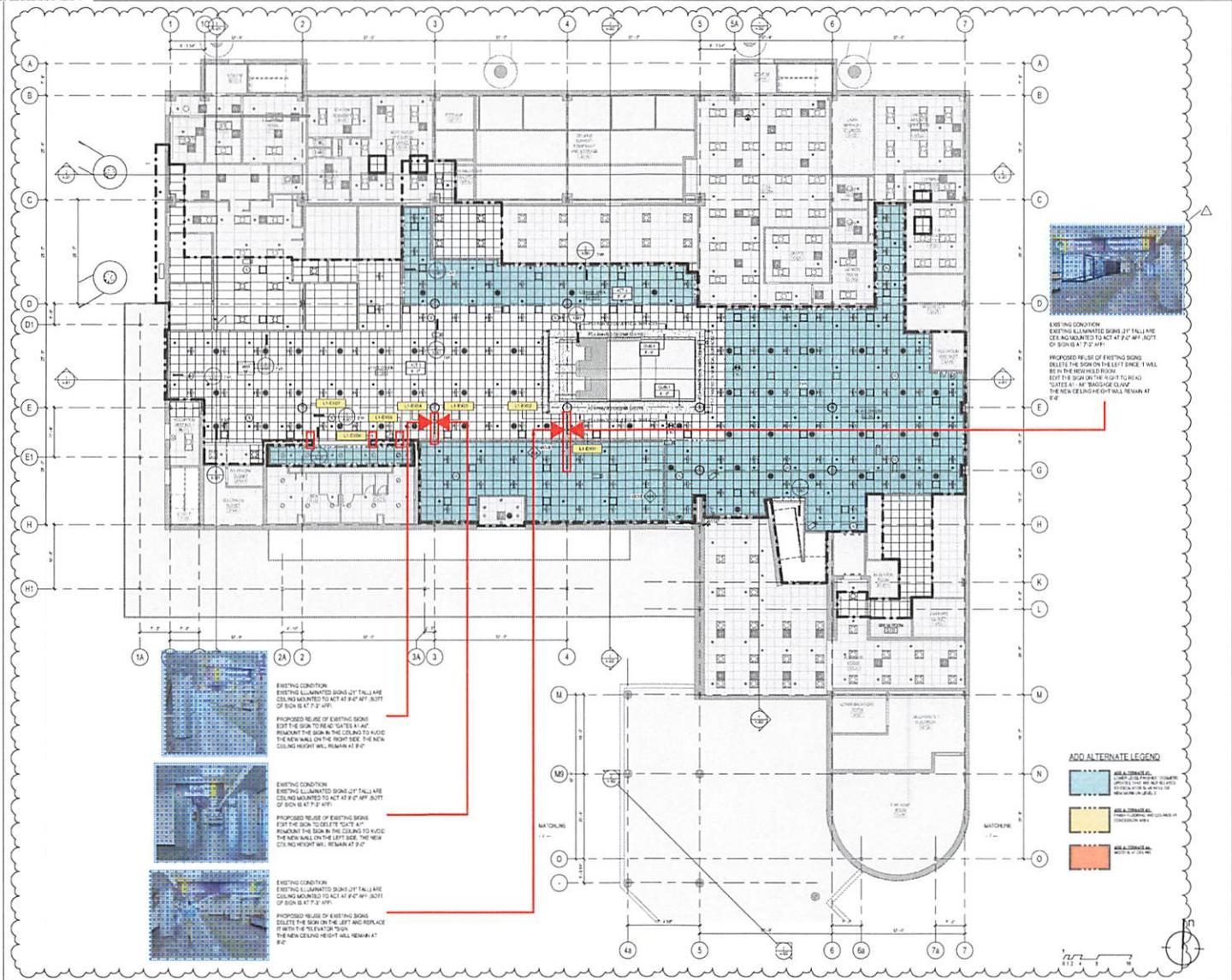
Key Plan:  
Stamp:

Rev.	Description	Date
1	ISSUED FOR CONSTRUCTION	08.12.2024
2	ISSUED FOR CONSTRUCTION	08.12.2024
3	ISSUED FOR CONSTRUCTION	08.12.2024
4	ISSUED FOR CONSTRUCTION	08.12.2024
5	ISSUED FOR CONSTRUCTION	08.12.2024
6	ISSUED FOR CONSTRUCTION	08.12.2024
7	ISSUED FOR CONSTRUCTION	08.12.2024
8	ISSUED FOR CONSTRUCTION	08.12.2024
9	ISSUED FOR CONSTRUCTION	08.12.2024
10	ISSUED FOR CONSTRUCTION	08.12.2024
11	ISSUED FOR CONSTRUCTION	08.12.2024
12	ISSUED FOR CONSTRUCTION	08.12.2024
13	ISSUED FOR CONSTRUCTION	08.12.2024
14	ISSUED FOR CONSTRUCTION	08.12.2024
15	ISSUED FOR CONSTRUCTION	08.12.2024
16	ISSUED FOR CONSTRUCTION	08.12.2024
17	ISSUED FOR CONSTRUCTION	08.12.2024
18	ISSUED FOR CONSTRUCTION	08.12.2024
19	ISSUED FOR CONSTRUCTION	08.12.2024
20	ISSUED FOR CONSTRUCTION	08.12.2024

Drawing Title  
LEVEL 2 -  
SIGNAGE PLAT  
PART A

Drawing No.:  
A-802A





Project  
**Concourse A Rehabilitation**  
 ALBANY INTERNATIONAL AIRPORT

Client  
 Albany County Airport Authority  
 722 Albany Shaker Road  
 Albany, NY 12211  
 T. 518.242.2222

Team  
 Architect  
 Fenwick McCredie Architect  
 70 Franklin Street  
 Boston, MA 02110  
 T. 617.557.7600

Structural/MEP/FA/Aviation  
 M&M Consultants, Inc.  
 45 Court Street, Suite 240  
 Southampton, NY 11967  
 T. 607.733.8421

Code Consultant  
 Code Red Consultants, LLC  
 124 Commerce Road, Suite 204  
 Southampton, MA 01172  
 T. 617.500.7833

Cost Estimating  
 Elana Construction Company  
 22 Brookline Avenue, 8th Fl.  
 New York, NY 10004  
 T. 212.671.1000

100% CONSTRUCTION DOCUMENTS  
 ISSUED FOR CONSTRUCTION  
 08.12.2024

Key Plan:

Stamp:  
 No. 1000  
 Date 12.22.2024  
 Job No. 1716  
 Drawn By: JSP  
 Checked By: JSP  
 Date: 08/23/24  
 Scale: 1/8"=1'-0"  
 Drawing Title:  
**LEVEL 1 - SIGNAGE PLAN PART A**  
 Drawing No.:  
**A-801A**

## Architects Supplemental Instructions

**Date:** December 2, 2024  
**To:** TCCO and AOW Construction  
**From:** Ozlem Kizilkaya

**ASI No:** 007  
**Project:** Albany International Airport – Concourse A Renovations  
**Project No:** 1236

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. If the scope indicated in this ASI represents, in the opinion of the Contractor, a change in Contract Sum or Contract Time, the Contractor shall submit a Change Order Request prior to proceeding with the work. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in Contract Sum or Contract Time.

### ASI Description:

ASI 007 describes modifications to the existing airport wayfinding signage for inclusion in this project.

**Dwg No.** A-801A - LEVEL 1 -SIGNAGE PLAN - PART A  
A-802A - LEVEL 2 -SIGNAGE PLAN - PART A  
A-802B - LEVEL 2 -SIGNAGE PLAN - PART B  
A-863 - EXISTING SIGNAGE ELEVATIONS - LEVEL 1  
A-864 – EXISTING SIGNAGE ELEVATIONS - LEVEL 2

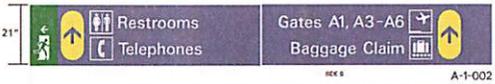
### Architecture

Clouded areas indicate the corrected signage.

Final approval of all modified signs including sizes, edits, colors and type face to the existing signs will be by ACAA. The signage vendor will be responsible for final support details and attachment of the modified signs.

### Issued by the architect:

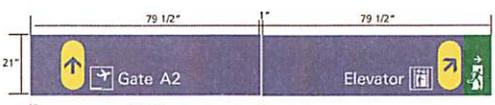
Ozlem Kizilkaya  
Project Designer - FM



L1-EX01 - EXISTING



L1-EX01 - PROPOSED



L1-EX02 - EXISTING



L1-EX02 - PROPOSED



L1-EX03 - EXISTING



L1-EX03 - PROPOSED



L1-EX04 - EXISTING



L1-EX04 - PROPOSED

NOTE:  
EXISTING L1-EX05, L1-EX06, L1-EX07, BATHROOM AND HOUSE PHONE SIGNS WILL REMAIN UNCHANGED.

Project: Concourse A Rehabilitation

ALBANY INTERNATIONAL AIRPORT

Client: Albany County Airport Authority  
737 Albany Street  
Albany, NY 12211  
t 518.242.2222

Team: Fennick McCredie Architect

Architect: Fennick McCredie Architects  
60 Franklin Street  
Boston, MA 02110  
t 617.552.7600

Structural/MEP/FA/AV/ETC: MJF and Johnson, Inc.  
45 Court Street Suite 240  
Binghamton, NY 13901  
t 607.733.8611

Code Consultant: Code Well Consultants, LLC  
154 Tompkins Avenue, Suite 202  
Southborough, MA 01772  
t 617.662.8151

Cost Estimating: Elena Construction Company  
33 Broadway, Suite 601  
New York, NY 10004  
t 212.971.9516

100% CONSTRUCTION DOCUMENTS

ISSUED FOR CONSTRUCTION  
08.12.2024



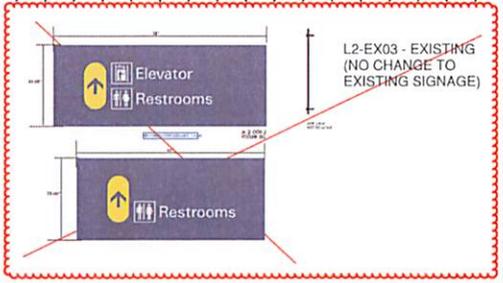
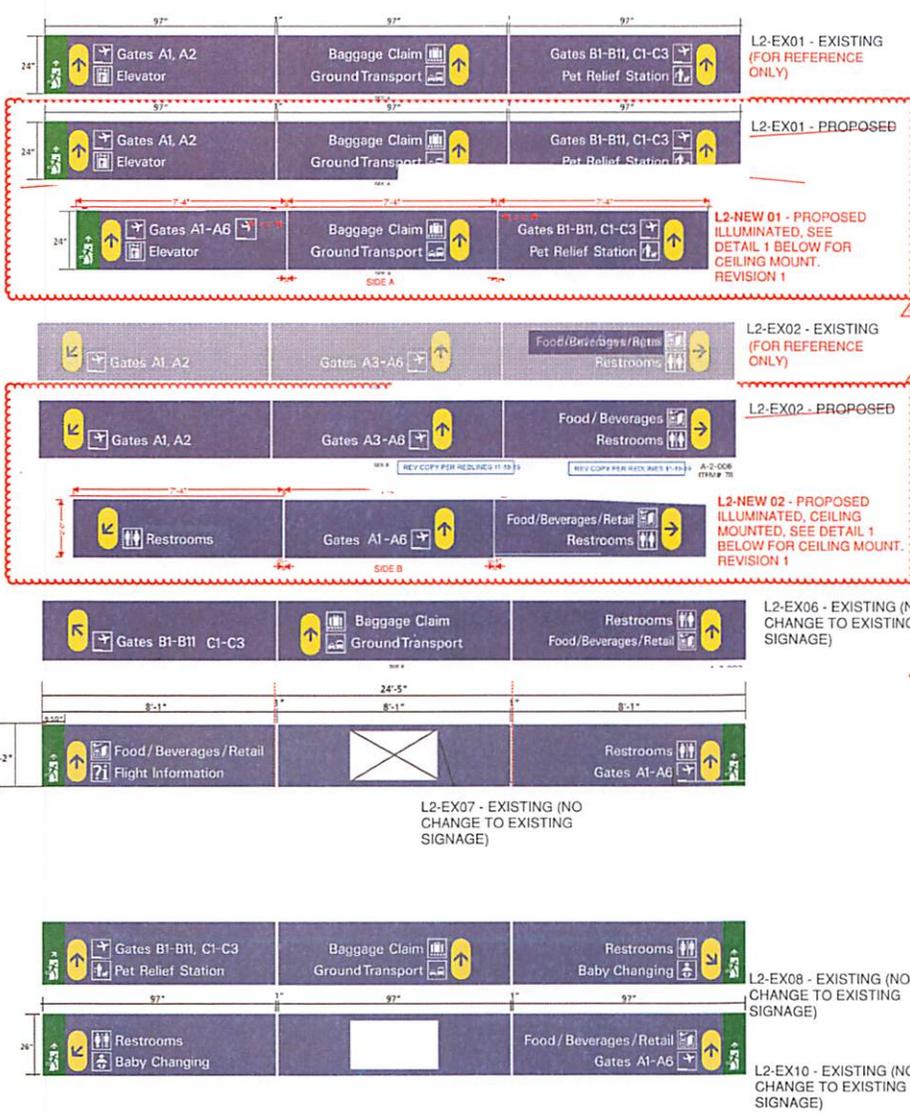
Stamp:

No.	Date	Revised
7	12.02.2024	ASB/007

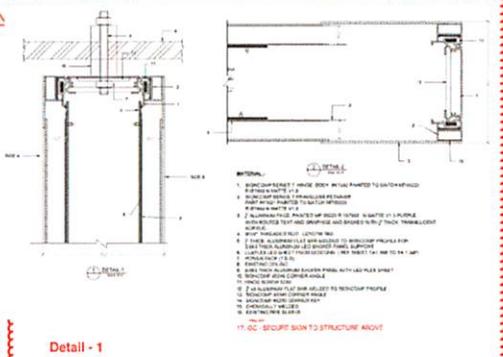
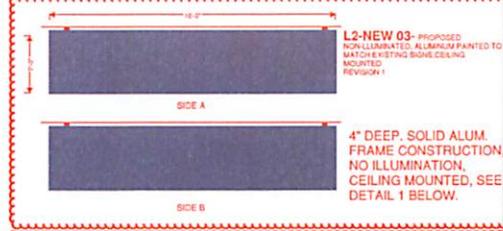
Job No.	1176
Drawn By	AJW/02
Checked By	Chickler
Date	08.21.24
Scale	

Drawing Title:  
EXISTING SIGNAGE ELEVATIONS - LEVEL 1

Drawing No.: A-863



NOTE:  
 EXISTING L2-EX04, L2-EX05, L2-EX09, BATHROOM SIGNS WILL REMAIN UNCHANGED.



**PCO-094**



*Change Request*

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 094  
Date: 9/10/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
COR-094 - PCO-094 Sealer for Terrazzo - Credit for the terrazzo sealer and application removed from the terrazzo scope, as this work will be self-performed by the airport.

Pricing Summary	
T. Yorie	\$-5,134.00
Subtotal:	<u>\$-5,134.00</u>
Total:	<u><u>\$-5,134.00</u></u>

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc:  
Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:  
Approved: *Ab Bungayoli*  
EAA73FEA455F407...  
Date: 9/11/2025

Approved by ARCHITECT:  
Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:  
Approved: \_\_\_\_\_  
Date: \_\_\_\_\_



# T. Yorie Corp

469 Schantz Road Suite 100

Allentown, PA 18104

Phone: (610) 841-9992

Fax: (610) 841-9946

## Request for Change Order

To: AOW Construction LLC  
30 Essex St  
Albany, NY 12206  
Project: Albany Airport Concourse A

RFC No: 4  
Date: 5/27/2025  
Description: Cost For T. Yorie Corp Not To Seal The Terrazzo Floor

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$-5,133.62 will be added to the contract price.

This Request                      \$-5,133.62

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
T. Yorie Corp

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AOW Construction LLC

**T. Yorie Corp**  
 469 Schantz Road Suite 100  
 Allentown, PA 18104  
 Phone: (610) 841-9992  
 Fax: (610) 841-9946

## Request for Change Order

**To: AOW Construction LLC**  
 30 Essex St  
 Albany, NY 12206  
**Project: Albany Airport Concourse A**

Labor	Hours	Rate	Burden	Fringes	Total
Labor	-56	37.71	13.22	21.83	-4,074.56
	-56				-4,074.56

Material	Qty	Cost	Tax	Total
Plaza Plus 5 gal Container - Sealer	-6	176.51	0.00	-1,059.06
			0.00	-1,059.06

Description	Perc	Amount
Labor		-4,074.56
Material		-1,059.06
<b>Total Cost</b>		<b>-5,133.62</b>
<b>Contract Amount</b>		<b>\$-5,133.62</b>

**AOW Note:** Coverage: • 2000-2500 sq. ft. per U.S. gallon (50-60 m2 per liter).



### DIRECTIONS

READ AND UNDERSTAND LABEL AND SAFETY DATA SHEET (SDS) BEFORE USE.

Blockade areas to be stripped or finished. Floors will be very slippery until dry. Strip floor using a Diversy stripper per the instructions on the stripper label.

### COATING

When used as a Sealer/Finish: 1. Apply 3-5 coats of Plaza® Plus Sealer/Finish using a clean synthetic finish mop & bucket. 2. Allow each coat to dry thoroughly, approximately 45 minutes depending on drying conditions.

Maintenance 1. Sweep or dust mop. 2. Clean floor with appropriate Diversy alkaline or neutral cleaner according to label directions. 3. Low Speed Buffing - When dry, spray buff the floor with red floor pad. 4. High Speed Buffing - When dry, burnish the floor with a UHS machine of 1500 RPM or greater and appropriate floor pad. 5. Deep clean and re-coat floor when appearance can not be repaired with buffing.

When used as a Sealer: 1. Apply 2-3 coats of Plaza® Plus Sealer/Finish using a clean synthetic finish mop & bucket. 2. Allow each coat to dry thoroughly, approximately 45 minutes depending on drying conditions. 3. Apply selected Diversy top-coat finish to meet the performance required.

Maintenance 1. Will depend on the top-coat finish selected. 2. Follow procedures quoted in the top-coat finish directions. 3. Deep clean and re-coat floor with top-coat finish when appearance can not be repaired with typical maintenance.

Terrazzo area = 14,000 sq.ft / 2000sq.ft per. gal. = 7 gallons \* 3-4 coats = 21-28 gallons  
 Credit offered 30 gallons

# INVOICE



AramSCO Inc.  
2551 Sw 39th St  
Fort Lauderdale, FL 33312-5133

Accounts Receivable  
Ruben Gonzalez  
rgonzalez@aramSCO.com  
954-61-7-99

INVOICE DATE	INVOICE NUMBER
08/07/25	S7170903.001
PLEASE REMIT PAYMENT TO:	
AramSCO Inc PO Box 783956 PHILADELPHIA PA 19178-3956	
TO VIEW AND PAY YOUR BILLS ONLINE:	ENROLLMENT TOKEN:
<a href="http://aramSCO.billtrust.com">http://aramSCO.billtrust.com</a>	RMGGGH FFB

BILL TO:

T YORIE CORP  
469 SCHANTZ RD  
SUITE 100  
ALLENTOWN PA 18104-9494

SHIP TO:

T YORIE CORP  
469 SCHANTZ RD  
ALLENTOWN PA 18104-9494

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON			
126970	221946		Geoffrey O'Brien			
ORDERED BY	SHIP FROM	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
JOE KHALIL	NJDC	TRUCK 3	NET 30 DAYS	08/07/25	07/11/25	
ITEM #	DESCRIPTION	TC	ORDER QTY	SHIP QTY	NET UNIT PRICE	NET AMOUNT
2629-8327	2629-8327 DVS101110055 PLAZA PLUS PRO X HARD FLOOR SEAL, 5GAL **** Item Not Returnable ****	T	10ea 6	10ea 6	176.5100ea 176.51	<del>1765.10</del> 1,059.06
2656-3015	2656-3015 *** FUEL SURCHARGE *** Freight charges below include, but are not limited to, a 5% handling charge for inbound and outbound fuel, up to \$6.00 per invoice and any applicable sales tax.	T	1ea	1ea	0.0000ea	0.00



**ONLINE BILLING IS HERE!!!**

Print your invoices and statements.  
Pay your bills...

Go to <http://aramSCO.billtrust.com> with your token.

Invoice is due by 09/06/25.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Coming soon, we will begin to add a fee for credit card payments made on account. We will notify you in advance of payment authorization. See August 1, 2022 notice for details. Terms of sales are available at [www.aramSCO.com/terms-conditions](http://www.aramSCO.com/terms-conditions)

	SUBTOTAL	<del>1765.10</del>
	S & H CHGS	<del>6.00</del>
	SALES TAX	<del>106.27</del>
	PAY/ADJ	
	<b>AMOUNT DUE</b>	<del>1877.37</del>

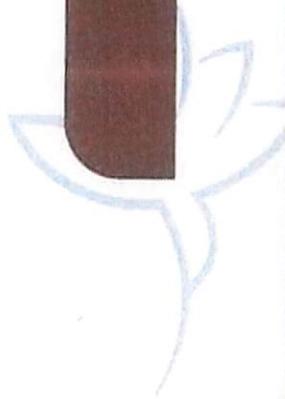
TRANSPORTER ET ENTREPOSER AVEC DE CÔTÉ SUR LE DESSUS

111



# Plazd® Plus

Scaier / Racks  
Scaier / Racks  
Scaier / Racks



Plazd® Plus Scaier / Racks is a high performance...

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Plazd® Plus Scaier / Racks is a high performance...



0 00000 00000 9

18.9 L / 5 US GAL

SOL-51049E3

SHIP AND WAREHOUSE THIS SIDE UP  
EMBARQUE Y ALMACENE EN LA BODEGA CON ESTE LADO HACIA ARRIBA



**Turner Construction Company**  
1 Computer Drive South  
Albany, New York 12205

June 13, 2025

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-094 Sealer for Terrazzo

Dear Mr. Andrews,

Please provide credit for use of sealer on terrazzo flooring. Credit to include but not limited to installation of sealer on new terrazzo flooring. Submit credit on this item no later than next Friday, June 20, 2025.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company

960-096



30 Essex Street  
Albany, NY 12206  
Ph : (518)482-3400

*Change Request*

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 096  
Date: 11/25/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
COR-096- PCO-096 Additional Cladding at Blast Wall - This change order includes furnishing and installing approximately 100 linear feet of additional cladding along the westernmost portion of the Jet Blast Deflector wall. The additional cladding is to match the design intent and performance characteristics of the previously installed cladded sections.

Pricing Summary		
AOW Labor		\$ 13,404.00
AOW Materials		\$ 45,518.00
AOW Materials		\$ 7,012.00
	Subtotal:	<u>\$ 65,934.00</u>
	Bond 0.50%	\$ 379.00
	OH&P on AOW Work 15.00%	\$ 9,890.00
	Total:	<u><u>\$ 76,203.00</u></u>

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:

Approved: Al Burgayoli  
Date: 11/25/2025

Approved by ARCHITECT:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

DS  
PL



24-0048 Albany Airport Concourse A Rehab  
 COR-096 PCO-096 Additional Cladding at Blast Wall

30 Essex Street  
 Albany, NY 12206  
 T 518-482-3400  
 F 518-482-3444

<u>AOW Labor</u>	Regular Hours	Regular Rate	Total
AOW Labor (Superintendent)		\$ 94.00	\$ -
AOW Labor (Project Manager)		\$ 95.00	\$ -
AOW Labor (Carpenter Foreman)	40	\$ 93.00	\$ 3,720.00
AOW Labor (Carpenter)	68.2	\$ 91.00	\$ 6,204.13
AOW Labor (Laborer Foreman)		\$ 90.00	\$ -
AOW Labor (Laborer)	40	\$ 87.00	\$ 3,480.00
<b>AOW Labor Total:</b>			<b>\$ 13,404.13</b>

<u>AOW Material</u>	Quantity	Units	\$/Unit	Cost/Item	
BDI Blast Wall Cladding	1	LS	\$ 44,200.00	\$ 44,200.00	\$ 44,200.00
See AOW estimate	1	LS	\$ 1,317.50	\$ 1,317.50	\$ 1,317.50
			\$ -	\$ -	\$ -
<b>AOW Material Total:</b>					<b>\$ 45,517.50</b>

<u>AOW Tool Rentals</u>	Quantity	Units	\$/Unit	Cost/Item	
2 manlifts x 1 week	2	weeks	\$ 1,240.00	\$ 2,480.00	\$ 2,480.00
1 Telehandler x 1 week	1	weeks	\$ 2,520.00	\$ 2,520.00	\$ 2,520.00
1 Mag-Drill 1 week	1	weeks	\$ 225.00	\$ 225.00	\$ 225.00
15 Airfield Barriers x 2 weeks	2	weeks	\$ 893.70	\$ 1,787.40	\$ 1,787.40
<b>AOW Tool Rental Total:</b>					<b>\$ 7,012.40</b>

**AOW Subtotal: \$ 65,934.03**

Subcontractors

<b>Subcontractor Costs</b>	<b>10% Mark-up</b>
--------------------------------	------------------------

**Subcontractor Total: \$ - \$ - \$ -**

**Subtotal All Categories: \$ 65,934.03**

15.0% AOW OH&P on Self-Performed \$ 9,890.11

5.0% AOW OH&P on Sub costs \$ -

**Subtotal: \$ 75,824.14**

0.5% Bond \$ 379.12

**Grand Total: \$ 76,203.26**



Building: CONCORSE-A

Architects: FMA

Estimate Number: 24-00048

Estimator: P. ANDREWS

Date: 6-20-25

PCO-0 ADDITIONAL CLADDING BLAST WALL

Description of Work	Total Estimated Quantity	Unit Price M'l.	Total Estimated Material Cost	Unit Price Labor	Total Estimated Labor Cost
<b>ACCESS &amp; LOGISTICS</b>					
- LOW AIRFIELD BARRIERS	120 LF	0	1789.40	1160	1392
- REMOVE & REPLACE GUARDRAIL	LS	-	-	176	176
- PLANKS & CRIPS DRIVE ALL-T. LIFT.	250 LF	3.70	925	2.80	700
- LULL OFFLOAD & MOVE MATERIAL	1 WEEK	2520	2520	-	-
- ALL TERRAIN LIFT 2 LIFTS 1 WEEK	2 WEEKS	1240	2480	-	-
<b>INSTALL</b>					
- LAYOUT CLADDING & DRILL/INSTALL LOC.	LS	-	-	180	180
- DRILL A-FRAMES W/MAG DRILL	50 EA	-	-	28.50	1425
- INSTALL Z-GIRDERS	300 LF	-	-	4.95	1485
- INSTALL VERTICAL CLADDING	1400 LF	-	-	3.54	4956
- INSTALL TRIM	128 LF	-	-	11.20	1433.60
- CLEANUP & DEMOBILIZE	16 MH	-	-	87	1392
<b>TOOLS &amp; MATERIALS</b>					
- MAGDRILL	LS	225	225	-	-
- BITS	3 EA	35.00	112.50	-	-
- METALS SAW BLADES	2 EA	140	280	-	-
<b>BDI CLADDING MATERIAL</b>					
	LS	0	38000	-	-
			46323.90		13079.60
					46323.90
					59409.50
<b>FOREMAN 40</b>					
<b>CARPENTER 68</b>					
<b>LABORER 40</b>					

What are you looking for?

Q

LATHAM NY - Branch #287 (4.19 mi)  
Pickup - 7/17-7/24

Edit

EQUIPMENT AND TOOLS / AERIAL WORK PLATFORMS, SCAFFOLDING AND LADDERS / MANLIFT ARTICULATING

CAT CLASS: 0580343

## 34' Articulating Manlift



ONLINE RATE

\$520  
1 DAY

\$1,240  
1 WEEK

\$2,355  
4 WEEK

1

Add to Cart

### Overview

Ideal for outdoor construction and industrial applications, the 34' articulating manlift will provide lifting versatility with a combination of up, out, and over positioning capabilities. In addition, the 34' articulating boom lift features automatic traction control to help with navigating over uneven surfaces. The lift has a platform height of 34' and a maximum working height of 40', as well as, a jib that has 144° of rotation. It also boasts a horizontal outreach of 20' with an up and over reach of 15'. The articulating boom allows you to reach those tough to get to areas. The platform on this lift measures up to 60" x 30" depending on the model. Further, the platform capacity of 500 lbs allows for multiple workers with tools and supplies at the same time for optimal efficiency on the job. It also features a 110V AC receptacle in the basket for a convenient power source at working height. Lastly, it is important to wear a safety harness while operating aerial lifts.

### Specifications

Products are subject to availability.

Make	Genie	JLG
Model	Z-34/22IC 4WD	340AJ 4WD
Gradeability	45%	45%
Horizontal Reach	22.2500'	19.9200'
Overall Width	73"	76"

What are you looking for?

LATHAM NY - Branch #287 (4.19 mi)  
Pickup - 7/17-7/24

Edit

EQUIPMENT AND TOOLS / FORKLIFTS / FORKLIFTS - TELEHANDLER

CAT CLASS: 0560625

### 10K Telehandler Forklift 55' (w/ Cab)



ONLINE RATE

\$965  
1 DAY

\$2,520  
1 WEEK

\$4,950  
4 WEEK

1

Add to Cart

#### Overview

Experience superior performance with our 10K telehandler forklift, featuring a robust maximum lift capacity of 10,000 lbs and an impressive maximum lift height of 55 feet. Designed for challenging rough terrain construction and industrial environments, this model comes complete with a fully enclosed cab for operator comfort and safety. Benefit from added stability and enhanced lift capacity with front stabilizers included in the 10,000-pound models. Our telescopic handlers seamlessly integrate the functionalities of both a forklift and a crane, while accommodating interchangeable attachment heads, providing unparalleled versatility for a wide range of tasks on-site.

#### Specifications

Products are subject to availability.

Make	Genie	JCB	SkyTrak
Model	GTH-1056	510-56	10054
Engine	125 HP diesel	114 HP diesel	110 HP diesel

What are you looking for?

Q

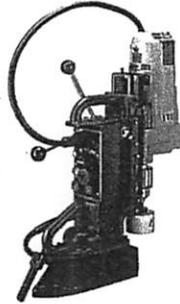
LATHAM NY - Branch #287 (4.19 mi)  
Pickup - 7/17-7/24

Edit

EQUIPMENT AND TOOLS / GENERAL CONSTRUCTION TOOLS / ELECTRIC TOOLS

CAT CLASS: 0040024

## 3/4" Magnetic Drill Electric



ONLINE RATE

\$59  
1 DAY

\$225  
1 WEEK

\$300  
4 WEEK

1

Add to Cart

### Overview

Magnetic drills are compact portable drill presses with magnetic bases that are ideal for many industrial drilling applications. Jancy drills utilize Slugger® cutters, a unique bit that produces burr-free holes in one operation. This 3/4" magnetic drill features a through-the-spindle coolant system and a soft-touch control panel for precision operation. Some models can also accommodate a twist drill adapter that allows using conventional twist drill bits. All models operate on standard 120V power.

### Specifications

Products are subject to availability.

Make	Milwaukee
Model	4206-1
Amp Rating	12.5000
Capacity	3/4"
Speed Range	0-350 RPM
Voltage	120VAC



[More Details >](#)

**Website is Security Scanned**

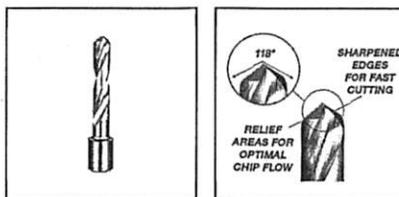
Security Scan Passed:  
Scan Frequency:

**No Malware Detected**

Malware Scan Passed:  
Scan Frequency:

**Active SSL Certificate**

Encrypted By:  
Expiration Date:



*Product images may not be an exact representation of the actual product. Please check the description below for technical specifications.*

CS Unitec

## CS Unitec 8-1-108S Magnetic Weldon Shank Twist Drill Bit | 3/4" Shank | 1/4" Diameter | 2" Drilling Depth

~~\$38.45~~ \$35.70  
(You save \$2.75)

SKU: 8-1-108S

SHIPPING: Calculated at Checkout

Sanders

**Google**  
Reviews ★★★★★

**Rated 4.6 Stars on Google Reviews by Verified Customers.**  
Tool Nut is family owned and operated over 30 years with over 500,000 customers served.

[Home](#) / Festool 576929 64-Tooth 216mm-Diameter Metal Cutting Circular Saw Blade

**Festool 576929 64-Tooth 216mm-Diameter  
Metal Cutting Circular Saw Blade**

**\$140.00**



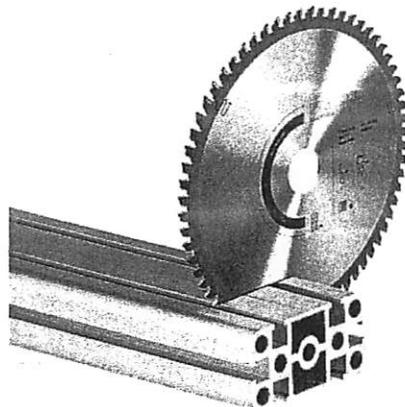
FREE Festool T-Shirt with Festool orders over \$699! Or, choice of FREE Festool T-Shirt or Cap with Festool orders over \$899! Select your size in the shopping cart.

[Be the first to review this product](#)

**FESTOOL**

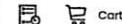
IN STOCK

Fast Free Shipping





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HOME / WALK BOARDS / PLANKS / STAGES / WOOD SCAFFOLD PLANKS | OSHA BOARDS



### SOUTHWEST SCAFFOLDING & SUPPLY Wood Scaffold Planks | OSHA Boards

(No reviews yet)

Write a Review

SKU: OSHA-8  
WEIGHT: 30.00 LBS  
MINIMUM PURCHASE: 20 units

\$29.50

Buy now and pay later with PayPal. [Learn more](#)

SIZE: REQUIRED

- 80'-1/2"
- 8'
- 9'
- 12'
- 16'

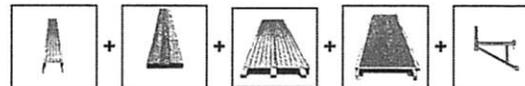
QUANTITY:

20

ADD TO CART



FREQUENTLY BOUGHT TOGETHER:



SELECT ALL ADD SELECTED TO CART

- Steel Board/Plank for Scaffolding \$73.60 - \$89.70 [CHOOSE OPTIONS](#)
- Pin-Lok Scaffold Board (OSHA) \$29.63 - \$52.10 [CHOOSE OPTIONS](#)
- Aluminum Scaffold Plank \$171.35 - \$224.25 [CHOOSE OPTIONS](#)
- Aluminum/Plywood Scaffold Planks \$132.25 - \$177.10 [CHOOSE OPTIONS](#)
- Ring Lock Scaffolding - Board Brackets \$13.00 - \$55.40 [CHOOSE OPTIONS](#)

DESCRIPTION 0 REVIEWS

### Wood Scaffold Planks | OSHA Boards

Our 10' X 2" scaffold boards are made from high-quality yellow pine. They are inspected by an independent agency to make sure they meet or exceed OSHA's board and deflection standards under medium duty (50 lbs./sq. ft.) conditions. Our scaffold boards are stamped to show they have been

**We value your privacy**

This website or its third-party tools process personal information to enhance your experience. We will never share your information with third parties without your consent.

[Learn More](#)

...ave to be strong enough to support your crew, equipment and materials. They have to be the correct size to fit the span between the frames.

...nd expect them be OSHA compliant. OSHA has strict requirements on how much the boards can deflect under a load. We have taken the guesswork out for you.

...re tested by an independent agency to make sure they meet or exceed OSHA's deflection standards under medium duty (50 lbs./sq. ft.) conditions.

What Length Should Your Scaffold Planks Be?



900 Patterson Dr  
 Bloomsburg, PA 17815

888-496-3625 Phone

Status: Quote

Quote #: q71105-1

Quote To: Sat 7/ 5/2025 8:00AM

Operator: AMBER DOMBROSKY

Customer #: 4332

PROSPECT

Job Descr: AOW CONSTRUCTION / RENTAL

Ordered By: PATRICK ANDREWS

Sales Rep: Amber Dombrosky 570-594-3753 Amber.Dombrosky@valtir.com

**Used at Address**

PATRICK ANDREWS 914-606-2978  
 ALBANY AIRPPORT  
 ALBANY, NY

Qty	Days Out	Items	Key	Status	Price
7	15	AEROCADDE, BASE ORANGE	621284R-001	Rental	\$157.50
	1day \$1.50				
8	15	AEROCADDE,BASE ASSY,NC	621285R-001	Rental	\$180.00
	1day \$1.50				
	1 PLUG WRENCH INCLUDED				
30	15	LIGHT: SCREWBASE - RED 360	148164R-001	Rental	\$157.50
	1day \$0.35				
15	0	FLAG: 20X20 ORANGE	148066S-001	Retail	\$180.00
15	0	FLAG: 20X20 WHITE	148067S-001	Retail	\$180.00
1	0	VALTIR DELIVERY - RENTAL	148354R-001	Delivery	\$800.00
ROUND TRIP FREIGHT DELIVERY AND PICKUP VIA INTERNAL VALTIR TRUCK.					

SALES TAX MAY BE ADDED TO ORDER IF APPLICABLE, PLEASE PROVIDE TAX EXEMPTION WHEN PLACING ORDER.

CUSTOMER IS RESPONSIBLE FOR UNLOADING AND RELOADING OF BARRICADES ON TRUCK.

CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND FILLING BARRICADES WITH WATER ONLY.

BARRICADES WITH FENCE PANELS SHOULD BE COMPLETELY FILLED WITH WATER FOR OPTIMAL PERFORMANCE.

BARRICADES MAY BE ANCHORED TO THE WORK SURFACE FOR INCREASED STABILITY.

IF PRIVACY SCREEN OR DEBRIS NETTING IS USED ON THE FENCE PANELS, IT IS RECOMMENDED IN PREPARATION FOR HIGH WIND EVENTS THE SCREENING/NETTING BE REMOVED.

TO PREVENT FREEZING, ROCK SALT IS RECOMMENDED IN WINTER MONTHS. CUSTOMER TO SUPPLY ROCK SALT.

QUOTED PRICE IS BASED ON RENTAL DURATION(S) AND QUANTITIES PROVIDED BY CUSTOMER. VALTIR RESERVES THE RIGHT TO AN EQUITABLE PRICING ADJUSTMENT IF QUANTITY OR DURATION CHANGES. RENTAL INVOICES RUN FROM THE FIRST OF THE MONTH UNTIL END OF MONTH. IF RENTAL BEGINS ON ANY OTHER DAY THAN THE FIRST, FIRST INVOICE WILL REFLECT THE PARTIAL MONTH BILLING, WITH CONTINUED MONTHLY BILLING UNTIL COMPLETION OF PROJECT.

ROUND TRIP FREIGHT INCLUDES INITIAL DELIVERY AND PICK UP. ROUND TRIP FREIGHT CHARGES WILL BE INCLUDED ON FIRST INVOICE.

PRICE OF FREIGHT MAY BE SUBJECT TO CHANGE BASED ON QUANTITY AND DELIVERY LOCATION.

FREIGHT IS QUOTED VIA VALTIR INTERNAL DRIVERS. FREIGHT RATE WILL CHANGE IF UNION DRIVERS ARE NEEDED.

IF ADDITIONAL DELIVERIES OR PICKUPS ARE NEEDED, ADDITIONAL FEES WILL APPLY FOR EACH.

5-10 BUSINESS DAY LEAD TIME SHOULD BE EXPECTED FROM RECEIPT OF PO AND CREDIT APPROVAL.

QUOTES ARE GOOD FOR 10 DAYS

**Quote**

**Terms and Conditions of Rental:**

Valtir Rentals, LLC ("The Company") shall be bound exclusively and solely to the terms and conditions located at: <https://www.valtir.com/vr-terms-and-conditions-of-rental/> and those provided as an attachment to this quotation (collectively with these terms referred to herein as the "RENTAL CONTRACT"). This transaction is expressly limited to the Customer's (as identified in the Quotation) acceptance of the terms, conditions or instructions stated on the quotation and any additional or differing terms, conditions, acknowledgments or instructions proposed by Customer are rejected. No terms or conditions embodied in any prime or other third party contract that pertains to the Product shall be applicable to The Company and these terms and conditions take precedence over any differing or contrary terms.

**Terms and Conditions of Sale:**

This Sales Quotation is subject to the Terms and Conditions of Sale located at: <https://www.valtir.com/vr-terms-and-conditions-of-sale/> and those provided as an attachment to this quotation. Prices are subject to increase at the time of shipment resulting from material, freight or processing cost escalation. If the shipment is deferred beyond the quoted date (s) for any reason, quoted prices are subject to increase. Order acceptance contingent upon material availability, credit approval, and shipping space availability at the time of order placement. Any sales contract(s) entered into by the Buyer and VALTIR RENTALS, LLC ("Seller") will be governed by a the Terms and Conditions of Sale on the quotation issued by Seller and accepted by Buyer and those set forth at the link above.

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

**PROSPECT**

<b>Rental:</b>	<b>\$495.00</b>
<b>Sales:</b>	<b>\$360.00</b>
<b>Delivery Charge:</b>	<b>\$800.00</b>
<b>Subtotal:</b>	<b>\$1,655.00</b>
<b>NEW YORK-ALBANY:</b>	<b>\$132.40</b>
<b>Total:</b>	<b>\$1,787.40</b>
<b>Paid:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$1,787.40</b>



# CLADDING QUOTE ALB-1002

*Jet Blast Deflector Cladding*

<p><b>CONFIRMED TO:</b>                  AL Burgazoli                  AOW Construction, LLC                  737 Albany Shaker Road                  Albany, NY 12211</p>	<p><b>SHIPPING ADDRESS:</b>                  AOW Construction                  Albany Airport Concourse A                  737 Albany Shaker Road                  Albany, NY 12211</p>
--	---

Confirmation Date	BDI Reference	Customer Reference	Shipping Method	Est. Shipping Date	Payment Terms	Freight Terms
11-21-2025	ALB-1002		Flatbed Truck	12 Weeks ARO	On Order	ALB Airport

Line Item	Qty.	Part No.	Description	Unit Price	Extended Price
1	1	Cladding	100' of Slate Blue Cladding to match existing. All necessary fasteners, trim, and z-girts necessary for installation are included.	\$44,200.00	44,200.00
		Freight	Included in price shown above		

<p><b>Notes/Special Instructions:</b></p>	<p>Subtotal \$44,200.00                  Sales Tax                  Freight Included</p> <p><b>QUOTE VALUE \$44,200.00</b></p>
---	--

Blast Deflectors, Inc. | 8620 Technology Way | Reno, NV 89521 USA | Tel: +1 775.856.1928 | www.bdi.aero



**Turner Construction Company**  
1 Computer Drive South  
Albany, New York 12205

June 25, 2025

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-096 Additional Cladding at Blast Wall

Dear Mr. Andrews,

Please provide pricing for the additional back cladding to be installed at back side of Jet Blast Wall. Pricing to include but not limited to installation of additional back cladding to the backside of the jet blast wall. Submit pricing on this item no later than next Wednesday, July 2, 2025.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company

**PCO-101**



30 Essex Street  
Albany, NY 12206  
Ph : (518)482-3400

*Change Request*

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 101  
Date: 11/25/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
COR-101 PCO-101 Phase 5 Expansion Joint Credit - This PCO covers the change in the expansion joint type from the SSR-200 to the PC-200S MOD. No credit for terrazzo infill, no change in overall square footage.

Pricing Summary	
AOW Labor	\$-2,784.00
AOW Materials	\$ 31.00
<b>Subtotal:</b>	<u>\$-2,754.00</u>
<b>Total:</b>	<u><u>\$-2,754.00</u></u>

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc:  
Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:

Signed by:  
Approved: Al Bungayoli  
Date: 11/26/2025

Approved by ARCHITECT:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

DS  
PA



24-0048 Albany Airport Concourse A Rehab  
 COR-101 PCO-101 Phase 5 Expansion Joint Credit

30 Essex Street  
 Albany, NY 12206  
 T 518-482-3400  
 F 518-482-3444

<u>AOW Labor</u>	Regular Hours	OT Hours	Regular Rate	OT Rate	Total
AOW Labor (Superintendent)			\$ 94.00	\$ 141.00	\$ -
AOW Labor (Project Manager)			\$ 95.00	\$ 110.00	\$ -
AOW Labor (Carpenter Foreman)			\$ 90.00	\$ 135.00	\$ -
AOW Labor (Carpenter)			\$ 88.00	\$ 129.00	\$ -
AOW Labor (Laborer Foreman)			\$ 90.00	\$ 135.00	\$ -
AOW Labor (Laborer)	-32.0		\$ 87.00	\$ 129.00	\$ (2,784.00)
<b>AOW Labor Total:</b>					<b>\$ (2,784.00)</b>

<u>AOW Material</u>	Quantity	Units	\$/Unit	Cost/Item	
SSR-200	-1	LS	\$ 5,076.00	\$ (5,076.00)	\$ (5,076.00)
PC-200S	1	LS	\$ 5,184.00	\$ 5,184.00	\$ 5,184.00
NS Grout	-1	LS	\$ 37.50	\$ (37.50)	\$ (37.50)
Fasteners	-1	LS	\$ 40.00	\$ (40.00)	\$ (40.00)
			\$ -	\$ -	\$ -
<b>AOW Material Total:</b>					<b>\$ 30.50</b>

<u>AOW Tool Rentals</u>	Quantity	Units	\$/Unit	Cost/Item	
				\$ -	\$ -
				\$ -	\$ -
<b>AOW Tool Rental Total:</b>					<b>\$ -</b>
<b>AOW Subtotal:</b>					<b>\$ (2,753.50)</b>

<u>Subcontractors</u>	Subcontractor Costs	10% Mark-up	
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Subtotal All Categories:</b>			<b>\$ (2,753.50)</b>
15.0%	AOW OH&P on Self-Performed		\$ -
5.0%	AOW OH&P on Sub costs		\$ -
	<b>Subtotal:</b>		<b>\$ (2,753.50)</b>
0.5%	Bond		\$ -
<b>Grand Total:</b>			<b>\$ (2,753.50)</b>



**Construction Specialties**

CONSTRUCTION SPECIALTIES, INC  
 3 Werner Way Suite 100  
 Lebanon, NJ 08833  
 United States  
 T: 800.233.8493

*1 of 2*

**Quote  
 Expansion Joint Solutions**

Quote Number: J35730\_01  
 Quote Issue Date: 24 March 2025  
 Quote Expiration: 23 May 2025  
 Release Through: 30 November 2025

*To: AOW  
 Attn: PAT A.*

**PROJECT INFORMATION**

**Project:** Concourse A Rehabilitation at Albany International Airport  
 Location: Albany, New York  
**Architect:** Fennick McCredie Architecture  
 Location: Boston, Massachusetts  
**Representative:** The VS Group  
 Vic Sayko  
 2856 Nunnery Road  
 SKANEATELES, New York 13152-8916 United States  
 Phone: (315) 673-4636  
 Fax: (315) 673-4024  
 Email: vic@thevsgroup.com

*FROM*

**QUOTE TYPE**

All as per plans and specifications, including any addenda referenced below, except that the following terms, conditions, and product descriptions shall apply. **All PO's are to be made out to Construction Specialties, Inc. without exception.**

**QUOTE SCOPE**

Specification Section: 079500  
 Drawing Date: 05/01/2024  
 Alternate: N/A  
 Addenda: 1-7

*EXPANDED JOINT COVERS*

Mark	Product	Qty	UOM
	SSR-200 - 2" aluminum seismic floor-to-floor pan system with 1" recessed center plate	60	FT
<b>Material Furnished Only</b>		<b>Total: \$5,076 USD</b>	
		<b>FCA Freight Included. Tax Not Included.</b>	

**QUOTE NOTES**

**Pricing Options:**

**Qualifying Notes:**

- Quote based on providing interior floor joint covers only.
  - Quotation based on bid documents in reliance of architect's designs and determinations as shown.
  - Since the contract documents do not indicate the required types this quotation is based on furnishing CS standard material(s) as described above.
  - Unless otherwise noted, this quotation is based on providing standard finishes and gasket colors for all materials.
  - For installation instructions log onto [www.c-sgroup.com](http://www.c-sgroup.com)
  - Quotation based on providing stock length material unless specifically noted as Cut-to-size.
  - Quotation specifically excludes all interior factory fabricated transitions; Interior transitions are to be field fabricated.
  - It is not the responsibility of the expansion joint cover manufacturer to determine the earthquake motions for a project. The expansion joint cover assemblies shall be designed as per the specific min and max openings to be provided in the contract
- CS Terms & Conditions apply, visit: [c-sgroup.com/terms-and-conditions](http://c-sgroup.com/terms-and-conditions) for more information. I Questions? 800.233.8493



# Construction Specialties

*ZSF 2*

documents or based on the published performance of a specified expansion joint cover assembly model.

**Exclusion Notes:**

- 1. Exclude Custom Colors/Finishes

Estimator: Eli Davenport

### CUSTOMER APPROVAL

<b>Billing Company / Name:</b> .....	<b>Ship To:</b> .....
<b>Billing Address:</b> .....	<b>Address:</b> .....
<b>Billing City / State / Zip:</b> .....	<b>City/State/Zip:</b> .....
<b>Billing Email:</b> .....	<b>Requested Delivery Date:</b> .....
<b>Billing Phone Number:</b> .....	<b>Site Phone Number:</b> .....
<b>Is Order Tax Exempt - Yes / No:</b> .....	
<b>Billing Reference Number:</b> .....	
<b>Signature:</b> .....	
<b>Printed Name:</b> .....	

### TERMS + CONDITIONS

Construction Specialties reserves the right to adjust prices at any time due to increases in costs due to the effects of duties, tariffs, and other factors outside its control. Except for the foregoing, prices are firm against escalation for 60 days from date of this quote and subject to Construction Specialties Terms and Conditions of Offer in effect as of the date here on and located at <https://www.c-sgroup.com/terms-and-conditions>. Printed Terms and Conditions of Offer can be provided by emailing your request to [terms@c-sgroup.com](mailto:terms@c-sgroup.com). This quotation together with Construction Specialties Terms and Conditions of Offer constitutes the entire agreement between the parties.

CS Terms & Conditions apply, visit: [c-sgroup.com/terms-and-conditions](http://c-sgroup.com/terms-and-conditions) for more information. | Questions? 800.233.8493



**Construction Specialties**

CONSTRUCTION SPECIALTIES, INC  
3 Werner Way Suite 100  
Lebanon, NJ 08833  
United States  
T: 800.233.8493

*1 of 2*

**Quote**

**Expansion Joint Solutions**

Quote Number: K13372\_01  
Quote Issue Date: 02 April 2025  
Quote Expiration: 01 June 2025  
Release Through: 31 December 2024

*To: AOW CONST  
ATTN: PAST A.*

**PROJECT INFORMATION**

**Project:** Albany Airport NY  
**Location:** Albany, NEW YORK

**Customer:** AOW Associates Inc  
**Location:** Albany, New York

**Architect:**  
**Location:**

**Representative:** The VS Group  
Vic Sayko  
2856 Nunnery Road  
Skaneateles, New York 13152 United States  
Phone: (315) 673-4636  
Fax: (315) 673-4024  
Email: vic@thevsgroup.com

*FROM*

**QUOTE TYPE**

The following price is based on furnishing the types, quantities, and sizes listed herein. If ultimate quantities or types deviate from those listed, price is subject to increase or decrease proportionately. **All PO's are to be made out to Construction Specialties, Inc. without exception.**

**QUOTE SCOPE**

**Specification Section:** None  
**Drawing Date:** None  
**Alternate:** None  
**Addenda:** None

Mark	Product	Qty	Unit
	PC200SMOD - 3/16" X 8" Stainless steel floor cover, beveled edges and predrilled at 18" O.C.	60	FT
<b>Material Furnished Only</b>			<b>Total: \$5,184 USD</b>
			<b>FCA Freight Included. Tax Not Included.</b>

**QUOTE NOTES**

**Pricing Options:**

**Qualifying Notes:**

1. Unless otherwise noted, this quotation is based on providing standard finishes and gasket colors for all materials.
2. For installation instructions log onto [www.c-sgroup.com](http://www.c-sgroup.com)
3. Quotation based on providing stock length material unless specifically noted as Cut-to-size.
4. Construction Specialties reserves the right to adjust prices at any time due to increases in costs due to the effects of inflation, duties, tariffs, and other factors outside its control.

**Exclusion Notes:**

CS Terms & Conditions apply, visit: [c-sgroup.com/terms-and-conditions](http://c-sgroup.com/terms-and-conditions) for more information. | Questions? 800.233.8493



# Construction Specialties

*2 of 2*

Estimator: Steve Snyder

## CUSTOMER APPROVAL

Billing Company / Name:	.....	Ship To:	.....
Billing Address:	.....	Address:	.....
Billing City / State / Zip:	.....	City/State/Zip:	.....
Billing Email:	.....	Requested Delivery Date:	.....
Billing Phone Number:	.....	Site Phone Number:	.....
Is Order Tax Exempt - Yes / No:	.....		
Billing Reference Number:	.....		
Signature:	.....		
Printed Name:	.....		

## TERMS + CONDITIONS

Construction Specialties reserves the right to adjust prices at any time due to increases in costs due to the effects of duties, tariffs, and other factors outside its control. Except for the foregoing, prices are firm against escalation for 60 days from date of this quote and subject to Construction Specialties Terms and Conditions of Offer in effect as of the date here on and located at <https://www.c-sgroup.com/terms-and-conditions>. Printed Terms and Conditions of Offer can be provided by emailing your request to [terms@c-sgroup.com](mailto:terms@c-sgroup.com). This quotation together with Construction Specialties Terms and Conditions of Offer constitutes the entire agreement between the parties.

CS Terms & Conditions apply, visit: [c-sgroup.com/terms-and-conditions](https://www.c-sgroup.com/terms-and-conditions) for more information. | Questions? 800.233.8493



**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**