

**Agenda  
Monroe County Airport Authority  
Regular Meeting  
September 30, 2015  
12:00 p.m.**

- |   |          |
|---|----------|
| 1. Pledge of Allegiance   | Vazzana  |
| 2. Roll Call  | Vazzana  |
| 3. Approval of Minutes from July 15, 2015   | Vazzana  |
| 4. Treasurers Report  | Franklin |
| 5. Audit Committee Report   | Perrone  |
| 6. Approval and Adoption of the 2016 MCAA Operating Budget  | Perrone  |
| 7. Approval and Adoption of the 2016 MCAA Renewal and Replacement Budget  | Perrone  |
| 8. Authorize Signatory Airline Contract Extension and Amendment for the Monroe County Airport Authority at the Greater Rochester International Airport  | Giardino |
| 9. Authorize Contracts for Car Rental Concessions for the Monroe County Airport Authority at the Greater Rochester International Airport  | Giardino |
| 10. Authorize Assignment of Use and Lease Agreement for Space and Services with USAirways to American Airlines for the Monroe County Airport Authority at the Greater Rochester International Airport   | Giardino |
| 11. Authorize Advertising contract Extension and Amendment for the Monroe County Airport Authority at the Greater Rochester International Airport   | Giardino |
| 12. Authorize Amendment to the Lease/Concession Agreement for Newsstand/Giftshop and Video Arcade Concession with Hudson News Company d/b/a Hudson Group for the Monroe County Airport Authority at the Greater Rochester International Airport | Giardino |
| 13. Authorize Purchase of 674 Beahan Road, Town of Chili and Inclusion of 674 Beahan Road in the Property Covered by the Lease & Operating Agreement for the Monroe County Airport Authority at the Greater Rochester International Airport     | Giardino |
| 14. Traffic Report  | Haas     |
| 15. Directors Report  | Giardino |
| 16. Other Business  | Vazzana  |

Next meeting is December 2, 2015

**MONROE COUNTY AIRPORT AUTHORITY**

**RESOLUTION NO. \_\_\_\_\_ OF 2015**

**APPROVAL AND ADOPTION OF THE 2016 MONROE COUNTY AIRPORT  
AUTHORITY OPERATING BUDGET**

BE IT RESOLVED BY THE MEMBERS OF THE MONROE COUNTY AIRPORT  
AUTHORITY, as follows:

Section 1. The 2016 Budget, in the form presented to the Authority and attached  
hereto is adopted.

Section 2. This resolution shall take effect immediately.

ADOPTION: Dated: September 30, 2015

Vote: X-X

I, Merideth H. Smith, Esq., Secretary,  
Monroe County Airport Authority, do hereby  
certify that the within Resolution was duly  
adopted by the Monroe County Airport Authority  
at a General Meeting held September 30, 2015.

Dated:

---

Merideth H. Smith, Esq., Secretary

**MONROE COUNTY AIRPORT AUTHORITY**

**RESOLUTION NO. \_\_\_\_\_ of 2015**

**APPROVAL AND ADOPTION OF THE 2016 MONROE COUNTY AIRPORT  
AUTHORITY RENEWAL AND REPLACEMENT BUDGET**

BE IT RESOLVED BY THE MEMBERS OF THE MONROE COUNTY AIRPORT  
AUTHORITY, as follows:

Section 1. The Monroe County Airport Authority hereby approves and adopts the  
2016 Renewal and Replacement Budget as presented at this meeting and appended  
hereto and made a part hereof.

Section 2. This resolution shall take effect immediately.

ADOPTION: Dated: September 30, 2015

Vote: X-X

I, Merideth H. Smith, Esq., Secretary,  
Monroe County Airport Authority, do hereby  
certify that the within Resolution was duly  
adopted by the Monroe County Airport Authority  
at a General Meeting held September 30, 2015.

Dated:

\_\_\_\_\_  
Merideth H. Smith, Esq., Secretary

**MONROE COUNTY AIRPORT AUTHORITY**

**RESOLUTION NO. \_\_\_\_ of 2015**

**AUTHORIZE SIGNATORY AIRLINE CONTRACT EXTENSION AND AMENDMENT FOR  
THE MONROE COUNTY AIRPORT AUTHORITY AT THE GREATER ROCHESTER  
INTERNATION AIRPORT**

BE IT RESOLVED BY THE MEMBERS OF THE MONROE COUNTY AIRPORT AUTHORITY, as follows:

WHEREAS, the Monroe County Airport Authority (the AUTHORITY) and AIRLINES have executed an Airline-Airport Use and Lease Agreement dated January 1, 2013, and

WHEREAS, the initial Lease term expires on December 31, 2015, and Article 3 of the lease contained a provision for renewal of the Lease for one (1) additional two (2) year period (the "First Renewal Term") followed by one (1) additional two (2) year period (the "Second Renewal Term"); and

WHEREAS, the AUTHORITY and AIRLINES mutually desire to exercise the First Renewal Term of the Lease, and

WHEREAS, the AUTHORITY and AIRLINES desire to define the manner and use of the Surplus Fund in regards to the Agreement; and

WHEREAS, the AUTHORITY and AIRLINES desire to expand the definition of Signatory Airlines; and

Section 1. The County Executive, or as her designee, is hereby authorized to execute a signatory airlines contract extension and amendment on behalf of the Authority as follows:

- a. The term of the contract is being amended to be extended for one (1) three (3) year term from January 1, 2016 to December 31, 2018.
- b. The following paragraph shall be added to Article IX as a new Section 9.04(C):

Each calendar year, prior to any other use of the Surplus Fund for that year, AUTHORITY shall apply from the Surplus Fund, as a credit against Signatory Airline rates and charges, Three Hundred Thousand and 00/100 Dollars (\$300,000) in calendar year 2016 of this Agreement and shall increase the amount applied in each calendar year thereafter by an additional Three Hundred Thousand and 00/100 Dollars (\$300,000) over the amount required to be applied in the preceding calendar year. Such amounts shall be applied as follows: (i) eighty percent (80%) of such funds shall be allocated to Signatory Airline Terminal costs and expenses and shall reduce the Average Signatory Airline Terminal Rental Rate computed in accordance with Exhibit "G" and (ii) the remaining twenty percent (20%) shall be allocated to Signatory Airline Airfield costs and expenses and shall reduce the Average Signatory Airlines' Landing Fee Rate computed in accordance with Exhibit "G".

- c. Amending Article I to add the following language shall at the end of the definition of "Signatory Airline":

Any all-cargo Scheduled Air Carrier shall be charged Signatory Airline rental fees and charges if it guarantees an annual minimum of 30,000,000 pounds of Maximum Gross Landed Weight throughout the Term of this Agreement, and executes an agreement with the AUTHORITY substantially similar to this Agreement, except that its agreement shall not include the minimum space requirement set forth in Section 5.01(B) of this Agreement. For each of the all-cargo Scheduled Air Carriers receiving Signatory Airline rental fees and charges pursuant to this section, the Authority shall annually review the monthly activity reports and any other data it deems necessary to determine if the guaranteed annual Maximum Gross Landed Weight has been achieved. If the guaranteed annual Maximum Gross Landed Weight has not been achieved, an invoice for the shortfall shall be issued to the applicable all-cargo Scheduled Air Carrier for the applicable landing-fee rates owed for the applicable annual period.

- d. All other terms and conditions of the contract remain the same.

Section 3. The records in the Office of the Monroe County Treasury have indicated that neither the Airlines nor any of their principal officers owe any delinquent Monroe County property taxes.

Section 4. This resolution shall take effect immediately.

ADOPTION: Date: September 30, 2015

Vote: X-X

I, Merideth H. Smith, Esq., Secretary,  
Monroe County Airport Authority, do hereby  
certify that the within Resolution was duly  
adopted by the Monroe County Airport Authority  
at a General Meeting held September 30, 2015.

Dated:

---

Merideth H. Smith, Esq., Secretary

**MONROE COUNTY AIRPORT AUTHORITY**

**RESOLUTION NO. \_\_\_\_\_ of 2015**

**AUTHORIZE CONTRACTS FOR CAR RENTAL CONCESSIONS FOR THE  
MONROE COUNTY AIRPORT AUTHORITY AT THE GREATER ROCHESTER  
INTERNATIONAL AIRPORT**

BE IT RESOLVED BY THE MEMBERS OF THE MONROE COUNTY AIRPORT AUTHORITY, as follows:

Section 1. The Monroe County Airport Authority hereby authorizes the Administrative Director to execute a contract, and any amendments thereto, for the operation of a car rental concession and for lease of office, counter, and ready return area space at the Greater Rochester International Airport. The concession contracts are hereby awarded to: The Hertz Corporation; Avis Rent A Car System, LLC; SNORAC, LLC d/b/a National Car Rental; Budget Rent A Car System, Inc.; SNORAC, LLC d/b/a Alamo Rent A Car; and SNORAC, LLC d/b/a Enterprise Rent-A-Car. The contracts provide the following:

A. A concession fee which is the greater of either:

(1) A minimum annual guarantee with the individual concessions as follows:

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
The Hertz Corporation	\$768,300.00	\$741,000.00	\$755,000.00
Avis Rent A Car System, LLC	\$549,861.00	\$560,865.00	\$572,077.00
SNORAC, LLC d/b/a National Car Rental	\$595,001.00	\$612,502.00	\$630,003.00
Budget Rent A Car System, Inc.	\$599,437.00	\$611,426.00	\$623,655.00
SNORAC, LLC d/b/a Alamo Rent A Car	\$262,501.00	\$271,252.00	\$280,003.00
SNORAC, LLC d/b/a Enterprise Rent-A-Car	\$542,501.00	\$525,002.00	\$507,503.00

(2) Percentage of rent of 10% of concessionaire's annual gross revenue.

B. Rent of \$80.00 per square foot per year for terminal space and an allocation per block in the ready return area for each year of the agreement as follows:

	<b>Terminal Rent</b>	<b>Ready Return Rent</b>	<b>Total</b>
The Hertz Corporation	\$59,040.00	\$120,840.00	\$179,880.00
Avis Rent A Car System, LLC	\$62,880.00	\$84,800.04	\$147,680.04
SNORAC, LLC d/b/a National Car Rental	\$62,160.00	\$100,700.04	\$162,860.04
Budget Rent A Car System, Inc.	\$49,760.04	\$55,119.96	\$104,880.00
SNORAC, LLC d/b/a Alamo Rent A Car	\$60,720.00	\$31,800.00	\$92,520.00
SNORAC, LLC d/b/a Enterprise Rent-A-Car	\$51,279.96	\$40,280.04	\$91,560.00

C. A three (3) year term commencing October 1, 2015 and expiring September 30, 2018 with the option to renew for one (1) successive one (1) year term at the sole discretion of the Authority.

Section 2. The records in the Office of the Monroe County Treasury have indicated that neither The Hertz Corporation; Avis Rent A Car System, LLC; SNORAC, LLC d/b/a National Car Rental; Budget Rent A Car System, Inc.; SNORAC, LLC d/b/a Alamo Rent A Car; and SNORAC, LLC d/b/a Enterprise Rent-A-Car, nor any of their principal officers, owe any delinquent Monroe County property taxes.

Section 3. This resolution shall take effect immediately.

ADOPTION: Date: September 30, 2015

Vote: X-X

I, Merideth H. Smith, Esq., Secretary,  
Monroe County Airport Authority, do hereby  
certify that the within Resolution was duly  
adopted by the Monroe County Airport Authority  
at a General Meeting held September 30, 2015.

Dated:

\_\_\_\_\_  
Merideth H. Smith, Esq., Secretary

**MONROE COUNTY AIRPORT AUTHORITY**

**RESOLUTION NO. \_\_\_\_\_ OF 2015**

**AUTHORIZE ASSIGNMENT OF A USE AND LEASE AGREEMENT FOR SPACE AND SERVICES WITH US AIRWAYS, INC. TO AMERICAN AIRLINES, INC., FOR THE MONROE COUNTY AIRPORT AUTHORITY AT THE GREATER ROCHESTER INTERNATIONAL AIRPORT**

BE IT RESOLVED BY THE MEMBERS OF THE MONROE COUNTY AIRPORT AUTHORITY, as follows:

Section 1. The Administrative Director is hereby authorized to execute, on behalf of the Monroe County Airport Authority, an assignment of the Use and Lease Agreement last dated January 22, 2013 (the "Agreement") for space and services at the Greater Rochester International Airport, with US Airways, Inc. to American Airlines, Inc. once the Administrative Director receives a fully executed assignment and assumption agreement between the parties which requires American Airlines, Inc. to assume all obligations under the Agreement and requires US Airways, Inc. to be secondarily liable and obligated for the performance of American Airlines, Inc. under the Agreement.

Section 2. All terms and conditions of the Agreement remain the same.

Section 3. The records in the Office of the Monroe County Treasury have indicated that neither American Airlines, Inc. nor any of their principal officers owe any delinquent Monroe County property taxes.

Section 4. This resolution shall take effect immediately.

ADOPTION: Dated: September 30, 2015

Vote: X-X

I, Merideth H. Smith, Esq., Secretary,  
Monroe County Airport Authority, do hereby  
certify that the within Resolution was duly  
adopted by the Monroe County Airport Authority  
at a General Meeting held September 30, 2015.

Dated:

---

Merideth H. Smith, Esq., Secretary

**MONROE COUNTY AIRPORT AUTHORITY**

**RESOLUTION NO. \_\_\_\_ OF 2015**

**AUTHORIZE AMENDMENT OF THE AGREEMENT FOR ADVERTISING WITH NORMAL COMMUNICATIONS, LLC FOR THE MONROE COUNTY AIRPORT AUTHORITY AT THE GREATER ROCHESTER INTERNATIONAL AIRPORT**

BE IT RESOLVED BY THE MEMBERS OF THE MONROE COUNTY AIRPORT AUTHORITY, as follows:

Section 1. The Administrative Director is hereby authorized to execute, on behalf of the Monroe County Airport Authority, an amendment of the Agreement for advertising at the Greater Rochester International Airport (the "Agreement") with Normal Communications, LLC as follows:

- The Term of the Agreement shall be extended for five (5) years commencing as of August 1, 2015 and terminating as of July 31, 2020.
- The Rental set forth in Article 2 (A)(1.) shall be expanded to include the following information in regards to Minimum Annual Guaranteed Rent ("MAG") for the five (5) year renewal term:

<b>Contract Year</b>	<b>Annual MAG</b>	<b>Monthly</b>
08/01/2015-7/31/2016	591,230.30	49,269.19
08/01/2016-7/31/2017	608,967.21	50,747.27
08/01/2017-07/31/2018	627,236.23	52,269.69
08/01/2018-07/31/2019	646,053.31	53,837.78
08/01/2019-07/31/2020	665,434.91	55,452.91
Total contract	<u>3,138,921.96</u>	

- The first paragraph of Section B shall be replaced with the following:

Commencing as of August 1, 2015, Contractor is to pay the Rent for that calendar month by the first day of the fourth (4th) month thereafter (e.g. Rent for August 2015 will be due on November 1, 2015). Each month, Contractor shall still provide the Authority with a list of contracts, renewals or extensions thereof, made the prior month setting forth the name of each Exhibitor, commencement date, termination date, Assigned Area, and payment amount.

Payments described in the schedule set forth above shall continue to be due and payable as provided above, notwithstanding that certain payments shall be due subsequent to the expiration of the five (5) year extension term.

Section 2. All terms and conditions of the Agreement remain the same.

Section 3. The records in the Office of the Monroe County Treasury have indicated that neither Normal Communications, LLC nor any of its principal officers owe any delinquent Monroe County property taxes.

Section 4. This resolution shall take effect immediately.

ADOPTION: Dated: September 30, 2015

Vote: X-X

I, Merideth H. Smith, Esq., Secretary,  
Monroe County Airport Authority, do hereby  
certify that the within Resolution was duly  
adopted by the Monroe County Airport Authority  
at a General Meeting held September 30, 2015.

Dated:

---

Merideth H. Smith, Esq., Secretary

**MONROE COUNTY AIRPORT AUTHORITY**

**RESOLUTION NO. \_\_\_\_\_ OF 2015**

**AUTHORIZE AMENDMENT NO. 7 OF THE LEASE/CONCESSION AGREEMENT WITH THE HUDSON NEWS COMPANY d/b/a HUDSON GROUP FOR NEWSSTAND, GIFTSHOP AND VIDEO ARCADE CONCESSIONS FOR THE MONROE COUNTY AIRPORT AUTHORITY AT THE GREATER ROCHESTER INTERNATIONAL AIRPORT**

BE IT RESOLVED BY THE MEMBERS OF THE MONROE COUNTY AIRPORT AUTHORITY, as follows:

Section 1. The Monroe County Airport Authority hereby further authorizes the Administrative Director and the County Executive to amend Article 8(1) of the Lease/Concession Agreement for Newsstand/Giftshop and Video Arcade Concessions at the Greater Rochester International Airport with The Hudson News Company d/b/a Hudson Group as follows:

The hours of operation "6:00 A.M. and 10:00 P.M." in Article 8(1) of the Lease shall be amended to "4:30 A.M. and 8:30 P.M."

Section 2. All terms and conditions of the Agreement remain the same.

Section 3. The records in the Office of the Monroe County Treasury have indicated that neither The Hudson News Company d/b/a Hudson Group nor any of its principal officers owe any delinquent Monroe County property taxes.

Section 4. This resolution shall take effect immediately.

ADOPTION: Dated: September 30, 2015

Vote: X-X

I, Merideth H. Smith, Esq., Secretary,  
Monroe County Airport Authority, do hereby  
certify that the within Resolution was duly  
adopted by the Monroe County Airport Authority  
at a General Meeting held September 30, 2015.

Dated:

---

Merideth H. Smith, Esq., Secretary

**MONROE COUNTY AIRPORT AUTHORITY**

**RESOLUTION NO. \_\_\_\_ OF 2015**

**AUTHORIZE PURCHASE OF 674 BEAHAN ROAD, TOWN OF CHILI, COUNTY OF MONROE, STATE OF NEW YORK BY MONROE COUNTY AND INCLUSION OF 674 BEAHAN ROAD IN THE PROPERTY COVERED BY THE LEASE AND OPERATING AGREEMENT BETWEEN MONROE COUNTY AND THE MONROE COUNTY AIRPORT AUTHORITY AT THE GREATER ROCHESTER INTERNATIONAL AIRPORT**

BE IT RESOLVED BY THE MEMBERS OF THE MONROE COUNTY AIRPORT AUTHORITY, as follows:

Section 1. The Monroe County Airport Authority hereby authorizes the Administrative Director to approve the acquisition by Monroe County, through purchase, property at 674 Beahan Road, Rochester, New York in an Ninety-five Thousand and 00/100 Dollars (\$95,000).

Section 2. The Monroe County Airport Authority hereby further authorizes the Administrative Director and the County Executive to amend the Lease and Operating Agreement between the Monroe County and Monroe County Airport Authority to add the parcel located at 674 Beahan Road.

Section 3. This resolution shall take effect immediately.

ADOPTION: Dated: September 30, 2015

Vote: X-X

I, Merideth H. Smith, Esq., Secretary,  
Monroe County Airport Authority, do hereby  
certify that the within Resolution was duly  
adopted by the Monroe County Airport Authority  
at a General Meeting held September 30, 2015.

Dated:

\_\_\_\_\_  
Merideth H. Smith, Esq., Secretary