



Annual Meeting of the Board of Directors of the Port of Oswego Authority

Wednesday, March 26, 2025

4:30 PM Meeting

AGENDA

1. **Call to Order**
2. **Motion AM 2501 – Approval of Prompt Payment Policy Pursuant to Section 2880 of the Public Authorities Law (Exhibit AM-a).**
3. **Motion AM 2502 – Review and approve the adoption of Guidelines for Awarding of Procurement Contracts Pursuant to Section 2879 of the Public Authorities Law (Exhibit AM-b).**
4. **Motion AM 2503 - Review and approve the Port of Oswego Authority Property Disposition Policy Pursuant to Section 2896 of the Public Authorities Law (Exhibit AM-c).**
5. **Motion AM 2504 – Review and approve the Port of Oswego Authority Investment Policy Pursuant to Section 2925 of the Public Authorities Law (Exhibit AM-d).**
6. **Motion AM 2505 – Review and re-adopt the Port of Oswego Authority Mission Statement and KPIs (Exhibit AM-e).**
7. **Motion AM 2506 – Review and adopt the new Port of Oswego Authority Conflict of Interest Policy (Exhibit AM-f).**
8. **Appointments and Elections**
 - **Appointment of Legal Counsel for FY 2025-2026 (Exhibit AM-g)**
 - **Election of Board Officers for FY 2025-2026 (Exhibit AM-h)**
 - **Chairman**
 - **Vice-Chairman**
 - **Secretary/Treasurer**
9. **Adjourn**

MISSION STATEMENT

The mission of the Port of Oswego Authority is to serve as an economic catalyst in the *Central New York Development Council District Region* by providing diversified and efficient transportation services and conducting operations in a manner that promotes regional growth and development while being mindful of our responsibility to serve as a steward of the environment.

Exhibit A
Annual Meeting

STATEMENT OF RULES AND REGULATIONS
PROMULGATED BY
PORT OF OSWEGO AUTHORITY
DETAILING THE PORT'S PROMPT PAYMENT POLICY
PURSUANT TO SECTION 2880 OF THE PUBLIC AUTHORITIES LAW

- I. **Statutory Authority:** Chapter 183 of the Laws of 1987, approved June 29, 1987, effective January 1, 1988, adding a new section twenty-eight eighty to the Public Authorities Law.
- II. **Port Application:** Subdivision 1(a) of Section 2880 of the Public Authorities Law defines a "Corporation"...as..."every public authority and public benefit corporation a majority of the governing board members of which are either appointed by the governor or serve as members by virtue of their service as an officer of a state department, division, agency, board or bureau, or combination thereof." The Port of Oswego Authority is a public corporation created pursuant to the Public Authorities Law and the members of its governing board are all appointed by the governor for specified terms.
- III. **Types of Contracts:** In order to perform its statutory functions as a Port Authority pursuant to its enabling legislation, the Port of Oswego Authority has required, from time to time, to authorize the execution of certain contracts with certain firms, organizations and individuals which include, but are not necessarily limited to, the following:
 - A. Construction and rehabilitation contracts for the construction and maintenance of Port facilities and other projects required for the creation, maintenance and operation of the Port of Oswego Authority district.
 - B. Purchase contracts for the purchase of and/or leasing of office furniture and field equipment including, but not limited to, motor vehicles, construction equipment, office furnishings and office equipment.
 - C. Service contracts for maintenance and operation of field and office equipment.
 - D. Consulting contracts for specific services not rendered by salaried full- or part-time employees including, but not limited to, legal, financial, and public relations services.
- IV. **Procedure for Requesting Payment:** The following procedures shall be followed by a contractor in requesting payment under a contract:
 - A. Construction and Rehabilitation Contracts: Unless progress payments are specified in the contract, contractor shall submit a payment voucher to the Port upon completion of all work required to be completed under the contract with a certification of completion included therein. If the contract provides for progress payments as the work progresses, contractor shall submit a duly certified and approved estimate of the work performed during the preceding payment period in

accordance with the schedule specified in the contract. If the contract provides for a retention by the Port Board of a specified percentage of the amount of each estimate to insure proper performance of the contract, such percentage shall be retained until final completion and acceptance of all work covered by the contract.

- B. Purchase Contracts: Upon the delivery to the Port of all items purchased or leased under a purchase or lease contract, contractor shall deliver to the Port an invoice with a certification that all items covered by the invoice and delivered to the Port are in conformity with the specifications of the contract and that the prices set forth in the invoice for each item purchased or leased are in conformity with the bid or quoted price as set forth in the contract.
 - C. Service Contracts: Upon completion of the service rendered under a service contract, the contractor shall submit a voucher with a certification that the service rendered including any materials or supplies furnished have been completed and or furnished in conformity with the specifications contained in the contract and that the charges included in the invoice are those charges which the Port agreed to pay for the services rendered pursuant to the contract.
 - D. Consulting contracts: Upon completion of services rendered under a consulting contract, the contractor shall submit a voucher with a certification that the consulting services rendered have been performed in conformity with the contract requirements and that the charges included in the invoice are those charges which the Port agreed to pay for the consultant services rendered pursuant to the contract.
- V. **Schedule for Prompt Payment under Contract**: All Port checks are required to be countersigned by the State Comptroller. Upon receipt of vouchers containing appropriate certifications, the Port will take appropriate steps to authenticate and approve vouchers for payment and submit checks to the State Comptroller for countersignature within a time frame designed to permit payment within the thirty (30) calendar days after receipt of invoice.
- VI. **Declaration Regarding Payment of Interest**: Port will pay interest on the balance due on any invoice which has not been paid within thirty (30) days of the receipt thereof at the rate specified in Section 1096 of the Tax Law pursuant to Section 2880, Subdivision 7(c) of the Public Authorities Law unless (1) the payment has been delayed due to process time by the Department of Audit and Control, or (2) the payment is delayed by facts and conditions, as set forth in paragraph VIII herein, which, in the opinion of the Port Board, reasonably justify extension of the date by which contract payment must be made in order for the Port not to become liable for interest payments in accordance with subdivision 7 of Section 2880 of the Public Authorities Law.
- VII. **Funding Sources for Port to Pay Interest**: The Port's annual maintenance and operation budget is funded primarily from assessments levied against downstream paying beneficiaries. The payment of any interest penalties required pursuant to Section 2880 of

the Public Authorities Law would be charged against the contingency fund in said general fund budget.

VIII. Fact and Conditions Justifying Extension for Payment: The following is a list of facts and conditions which in the opinion of the Port Board would reasonably justify an extension of the date by which contract payment must be made in order for the Port not to become liable for interest payments in accordance with Section 2880 (7) of the Public Authorities Law:

- A. When in accordance with specific statutory or contractual provisions, payments must be preceded by an inspection period or by an audit to determine the resources applied or used by a contractor in fulfilling the terms of the contract.
- B. A proper invoice must be examined by the federal government prior to payment.
- C. Such date by which contract payment must be made is modified in accordance with subdivision eight of Section 2880 of the Public Authorities Law, to wit: The Port “shall have fifteen calendar days after receipt of an invoice...at its designated payment office to notify the contractor of (a) defects in the delivered goods, property or services, (b) defects in the invoice, (c) suspected improprieties of any kind; and the existence of such defects or improprieties shall prevent the commencement of the time period specified in subdivision seven” of Section 2880 of the Public Authorities Law. If the Port “fails to notify a contractor within fifteen calendar days of receiving the invoice, the number of days allowed for payment of the corrected proper invoice will be reduced by the number of days between the fifteenth day and the day that notification was transmitted to the contractor.” If the Port, “in such situations, fails to provide reasonable grounds for its contention that a defect or impropriety exists, the date by which contract payment must be made in order for the” ...Port... “to become liable for interest payment shall be calculated from the date of the invoice.”

Exhibit B
Annual Meeting

RESOLUTION
ADOPTING GUIDELINES FOR THE AWARDING OF PROCUREMENT CONTRACTS
PURSUANT TO SECTION 2879
OF THE PUBLIC AUTHORITIES LAW

WHEREAS, Section 2879 of the Public Authorities Law was enacted for the purpose of establishing guidelines governing each public authority and every public benefit corporation whose members are appointed by the Governor in reference to contracts for personal service as set forth in said statute; and

WHEREAS, the Port of Oswego Authority is a public benefit corporation organized and operating pursuant to the provisions of Section 1350 and seq. of the Public Authorities Law of the State of New York, all of whose members are appointed by the Governor of the State of New York, and thus the said Authority is within the requirements of Section 2879 of the Public Authorities Law; and

WHEREAS, said Section 2879 of the Public Authorities Law defines personal service contracts to mean the written agreement to provide a service including but not limited to a legal, accounting, management consulting, investment banking, planning, training, statistical, research, public relations, architectural, engineering, surveying or other personal services of a consulting, professional or technical nature for a fee, commission or other compensation by a person or persons who are not providing such service as officers or employees of a state agency or public corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Port of Oswego Authority does hereby establish the following guidelines which detail the Authority's operative policy and instructions regarding the use, awarding, monitoring and reporting of procurement contracts.

GUIDELINES FOR PROCUREMENT CONTRACTS

1. TITLE. The following comprehensive guidelines detailing the operative policy and instructions of the Port of Oswego Authority and its subsidiary corporations herein collectively referred to as (the "Authority") regarding the use, awarding, monitoring, and reporting of procurement contracts, shall be known as "Guidelines for Procurement Contracts." They shall be referred to herein as the "Guidelines".

2. DEFINITIONS.

A. Procurement Contract - any written agreement for the acquisition of goods or services of any kind, in the actual or estimated amount of \$5,000.00 or more.

B. Contract for Goods and Services - any written agreement to provide a good or service (other than those hereinafter defined as personal services), pertaining to: vehicle or building operation and maintenance, office equipment and supplies, fuel and consumable liquids, printing, promotional materials, or any other similar item or items.

C. Contract for Personal Services - any written agreement to provide a service, including but not limited to legal, accounting, management consulting, investing, banking, planning, training, statistical, research, public relations, architectural,

engineering, surveying, or other personal services of a consulting, professional, or technical nature, for a fee, commission or other compensation by a person or persons not providing such services as an officer or employee of a state agency or public benefit corporation.

D. Minority Business Enterprise -

I. Any business enterprise, including a sole proprietorship, partnership or corporation that is:

- a. An enterprise in which at least fifty-one percent of the ownership of which is controlled by one or more minority group members or, in the case of a publicly owned business, at least fifty-one 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 independently to control 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.

II. For the purpose of these Guidelines, a minority group member means a United States citizen or permanent resident alien who 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.

III. For the purpose of these Guidelines, a women-owned business enterprise means a business enterprise, including a sole proprietorship, partnership or corporation which is:

- a. At least fifty-one 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 fifty-one percent of the common stock or other voting interests of which is owned by a United States citizen or citizens or a permanent resident alien or 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.

3. INTENT. It is the intent of the Authority that to the fullest extent practical, and except as otherwise provided for herein, the selection of procurement contractors shall be from the widest available selection of responsible procurement contractors for a particular good or service.

4. RESPONSIBILITY FOR PROCUREMENT CONTRACTS. The Executive Director of the Authority, or their duly appointed designee, has the overall day-to-day responsibility and oversight regarding the awarding and monitoring of procurement contracts. Personal service contractors shall be utilized in those areas where the Authority Board determines that such services may not reasonably be obtained by staff members of the Authority or its subsidiary corporations, or by officers or employees of another state agency or public corporation. In making such determination, facts such as timing, costs, qualifications, or the nature of the services to be rendered shall be taken into consideration.

5. REQUIREMENTS REGARDING THE SELECTION OF PROCUREMENT CONTRACTORS.

A. Personal Services

I. The selection of personal services contractors shall be on a competitive basis except that the Board may waive competition if it is in the best interest of the Authority for the Board to do so. The standard of "Best Interest of the Authority" may, but need not be, based upon one or more of the following criteria for the selection of personal services contractors:

- a. Confidentiality,
- b. Specialized expertise or unusual qualifications; or services obtainable from one source only,
- c. Historical relationship with the Authority or its subsidiary corporations, the continuation of which is in its or their best interest,
- d. Specialized knowledge,
- e. Geographical proximity to the Authority,
- f. Lack of responsible competition, in the sole opinion of the Authority, to perform the desired services,
- g. Nature, magnitude, or complexity of services required,

- h. Lack of Authority resources, support staff, specialized facilities or equipment,
- i. Lower cost,
- j. Short-term or infrequent need for services, or
- k. Selection which is necessary or convenient to the operations of the Authority or any of its subsidiary corporations.

II. Any contract involving services to be rendered over a period in excess of one year, shall require the approval of the Board by resolution, and an annual review of the contract by the Board.

III. A personal services contract shall require approval of the Board by resolution, when the amount thereof exceeds \$10,000.

IV. Legal services need not be awarded on a competitive basis.

V. A personal services contract over \$2,500.00 which is to be awarded on a non-competitive basis shall require board approval. Reasons for a non-competitive award should be stated in the approving motion or resolution.

VI. Personal services contracts of less than \$2,500.00 need not be awarded on a competitive basis nor approved by the Board unless for a period in excess of one year.

B. Goods and Other Services

I. Selection of contractors for goods and services other than personal services shall be made only on a competitive basis except as herein otherwise set forth. The level of competition and authorization shall depend upon the estimated or actual value of the good or service as follows:

<u>Level</u>	<u>Estimated or Actual Value</u>	<u>Required Level of Competition</u>	<u>Highest Authorization Level Required</u>
I	Up to \$500	Not Required	Supervisor of Develop. & Maint.
II	\$500 - 2,500	3 Quotations	Executive Director
III	\$2,500 - 25,000	3 Written Quotations	Executive Director
IV	\$25,000 and up	Public Bids	Board Resolution

II. Competition may be waived:

- a. On an emergency basis when the safety of life or property is involved. A written explanation of the nature of the emergency must accompany the purchase order/contract.
- b. When only one source is available. A written statement must accompany the purchase order/contract, explaining the need for sole source acquisition.

The level of approval required for such waivers of competition as set forth in subsections 2(a) and (b) herein shall be either General Manager or Executive Director within Levels II - IV above, and the Board of Directors for Level V.

- c. When public procurement arrangements are use, such as:
 - i. City, County or regional supply contracts
 - ii. Federal G.S.A. contracts
 - iii. State O.G.S. contracts
- d. Under a warranty, when the Authority may be required to obtain service from a manufacturer-designated entity.
- e. When the best interest of the Authority is clearly saved, as determined by the Executive Director or the Board.

III. Any contract for goods or services other than personal services, awarded for a period in excess of one year, shall require the approval of the Board by resolution, and an annual review of the contract by the Board.

6. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (“MBE/WBE”)

- A. Minority and women-owned businesses shall be given full opportunity to compete in all types of procurements contracts.
- B. Janitorial services have been identified as an area set aside for MBE/WBE bids, where practicable.
- C. In any procurement where an MBE submits a low bid which is equivalent to a bid from a non-MBE/WBE firm, the MBE/WBE firm, if determined possible, will be given preference.

7. PROCEDURES FOR COMPETITIVE SELECTION - PERSONAL SERVICES.

The procedures for competitive selection of personal services contractors when such method of selection is considered to be in the best interest of the Authority, are as follows:

- A. The Authority shall prepare a written statement containing a description of the

services, the reasons why they are required, and the required estimated schedule or duration of the services.

B. A request for proposals (“RFP”) shall whenever practicable and desirable be sent to three or as many more firms as are in the best interest of the Authority to assure competition, including any MBE firms selected to receive the RFP pursuant to authority MBE programs, unless there are less than three qualified firms or unless competition is waived as provided in the Guidelines.

C. The RFP shall describe the services to be performed, any competition dates or time requirements, MBE requirements, if applicable, and the criteria to be utilized by the Authority in evaluating proposals, and shall contain a requirement for a cost proposal and the date, time, and place when proposals must be received.

D. The Authority may select one or more proposers with which to negotiate after evaluation of the proposals received. The award shall be made to the proposer or proposers whose proposal(s) will be the most advantageous to the Authority, price, qualifications and other factors considered, using such evaluation criteria as the basis for the decision.

E. Architectural, Engineering and Survey Contracts.

I. In the procurement of such architectural, engineering and surveying services as the Authority determines should be received through the RFP process, the Authority shall evaluate current statements of qualifications and performance data. If desired, the Authority may conduct discussions with three or more professional firms regarding anticipated design concepts and proposed methods of approach to the assignment.

II. The Authority shall then comply with the provisions of Subparagraphs “A”, “B”, and “C” of Section 7 of these Guidelines.

III. The Authority shall negotiate a contract with the highest qualified professional firm for architectural and/or engineering services and/or surveying services at compensation which the Authority determines in writing to be fair and reasonable. In making this decision, the Authority shall take into account the estimated value of the services to be rendered, the scope, complexity, and professional nature thereof. Should the Authority be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee it determines to be fair and reasonable, negotiations with the professional firm shall formally be terminated. The Authority shall then undertake negotiations with the second most qualified professional firm. Failing accord with the second most qualified professional firm, the Authority shall then undertake negotiations with the third most professional firm. Should the Authority be unable to negotiate a satisfactory contract with any of the selected professional firms in order of their competence and qualification, it shall continue negotiations in accordance with this subparagraph until an agreement is reached.

IV. The provisions of this subparagraph "3" shall apply only to engineering and/or architectural services and/or surveying services contracts in excess of twenty-five thousand dollars (\$25,000.00).

V. Contracts for engineering, architectural or surveying services involving lesser amounts may be entered into pursuant to the provisions of this section or any other applicable provisions of the Guidelines.

8. PROVISIONS TO BE CONTAINED IN ALL PROCUREMENT CONTRACTS.

A. Procurement contracts shall set forth the nature, quantity, if applicable, and monitoring of work performed, the use of corporate supplies and facilities, the use of corporate personnel, and other provisions considered to be in the best interest of the Authority. All requirements of law shall be incorporated by reference in the Authority's Procurement contracts. Procurement contracts shall be awarded only to persons or firms deemed responsive to the Authority's Procurement documents as well as capable and responsible.

The following types of provisions shall be contained in all procurement contracts, except that any of the provisions listed which are inapplicable or unnecessary because of the nature of duration of the services or goods to be delivered, the location or locations where they are to be performed or the type of compensation being paid therefor need not be included. Any other terms deemed applicable may be added.

- I. Description of services
- II. Compensation
- III. Time for performance or date of completion
- IV. Liability of contractor or consultant; indemnification of Authority
- V. Reports of contractor or consultant
- VI. Ownership of plans, drawings, or other products of the performance of the services (professional services)
- VII. No assignments or subcontracts without the express written consent of the Authority
- VIII. Maintenance of records, accounts
- IX. Right of Authority to inspect and/or audit books and records of contractor or consultant (professional services)
- X. Insurance requirements
- XI. Termination
- XII. Monitoring of the performance of services
- XIII. Use of Authority supplies, facilities or property
- XIV. Use of Authority personnel
- XV. All provisions required to be included in Authority contracts by Federal, State, or local laws, ordinances, codes, rules or regulations, and
- XVI. Involvement of former officers or employees.

B. Contractor shall have the following responsibilities:

- I. To perform the contract in accordance with its terms;

II. To perform services required under a contract competently, efficiently, in a timely and first-class manner, at a reasonable cost and in a manner which is acceptable to the Authority, or to deliver goods or supplies in first-class condition, to the proper location, on a timely basis, and in a manner which is acceptable to the Authority; and

III. To cooperate fully with Authority personnel who are directing, monitoring, or supervising the delivery of services or goods, or who are assisting in the delivery thereof.

9. INVOLVEMENT OF FORMER OFFICERS OR EMPLOYEES. No procurement contracts shall be entered into with former officers or employees of the Authority except by a resolution adopted by a majority of the Members of the Board upon showing that such contract is in the best interest of the Authority, and then only to the extent permitted by Section 73 of the Public Officers Law, the Authority Code of Ethical Conduct concerning outside activities, and other applicable provisions of the law.

10. PUBLICLY AVAILABLE REPORTS. A publicly available report shall be prepared on not less than an annual basis, summarizing procurement activity by the Authority, including a listing of all contracts entered into, the process used to select such contractors, and the status of existing procurement contracts. For the purposes of such report, only contracts in the actual or estimated amount of \$5,000.00 or more and for at least one year in duration need be included.

11. ANNUAL REPORT ON PROCUREMENT CONTRACTS.

A. The Authority shall annually prepare and approve a report on procurement contracts which shall include the Guidelines, an explanation of the Guidelines, and any amendments thereto since the last annual report. Such report on procurement contracts may be a part of any other annual report that the corporation is required to make. For the purposes of this report, only procurement contracts in the actual or estimated amount of \$5,000.00 need be included.

B. Such report shall be submitted annually to the Division of the Budget and copies thereof to the Department of Audit and Control, the Senate Finance Committee and Assembly Ways and Means Committee.

C. Copies of the annual report are to be made available to the public upon reasonable request therefor.

12. THIRD PARTY RIGHTS; VALIDITY OF CONTRACTS

A. These Guidelines are intended for the guidance of officers and employees of the Authority only, and nothing contained herein is intended or shall be construed to confer upon any person, firm or corporation any right, remedy, claim or benefit under, or by reason, of any requirement or provision hereof.

B. Nothing contained in the Guidelines shall be deemed to alter, affect the validity of, modify the terms of or impair any contract or agreement made or entered into in violation of, or without compliance with, the provisions of the Guidelines.

13. MISCELLANEOUS.

A. Where applicable Federal, State, or local laws, ordinances, codes, rules, or regulations containing requirements which are in conflict with or impose greater obligations upon the Authority than these Guidelines, then such requirements shall take precedence over those contained herein.

B. Any specific provision of the Guidelines may be waived by the Chairman, Executive Director or President of the Authority or its subsidiary corporations, or such individuals as they may designate, but only under extraordinary circumstances. Any waivers of the Guidelines herein due to extraordinary circumstances shall be reported to the Port of Oswego Authority Board no later than the first monthly meeting following the waiver to allow the Board to certify the extraordinary circumstances are present and necessary.

C. The Authority shall not be precluded from adopting additional requirements relating to the matters covered by these Guidelines.

14. EFFECTIVE DATE. The Guidelines shall be effective as of the first day of April 1990, revised March 20, 2023.

Exhibit C
Annual Meeting

Port of Oswego Authority
Property Disposition Policy
Pursuant to Sections 2896 & 2897 of the Public Authorities Law

In keeping with the policy of maintaining the highest standards of conduct and ethics and to operate in the most accountable and open manner, the Port of Oswego Authority (the "Authority") will, at all times, maintain adequate inventory controls and accountability systems for all Property (as such term is defined below) under its control. Furthermore, the Authority may Dispose (as such term is defined below) of Property in compliance with any applicable Law, Rule or Regulation (as such capitalized terms are defined below).

Failure to follow the provisions of this Property Disposition Policy will result in disciplinary action including possible termination of employment or dismissal from one's board or agent duties if warranted. Definitions (as utilized in the Port of Oswego Authority's Property Disposition Policy):

Contracting Officer shall mean the duly appointed individual serving as either the Executive Director or Supervisor of Development and Maintenance.

Dispose, Disposed, Disposal or Disposition shall mean the transfer of title or any other beneficial interest in personal(moveable) or real property in accordance with Section 2897 of the New York Public Authorities Law.

Law, Rule or Regulation: Any duly enacted statute, or ordinance or any rule or regulation promulgated pursuant to any federal, state or local statute or ordinance.

Property shall mean (a) personal property in excess of Five Thousand Dollars (\$5,000.00) in value; (b) real property; and (c) any other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

Operative Policy:

Inventory Controls and Accountability Systems

The Contracting Officer of the Authority shall be responsible for the Authority's compliance with this Property Disposition Policy and the supervision and control of all Property Disposed of by the Authority. In addition, the Contracting Officer shall have the responsibility to ensure the Authority operates in compliance with Article 9, Title 5-A of the New York Public Authorities Law, including creating and maintaining adequate inventory controls and accountability systems for all Property under the control of the Authority and periodically inventorying such property to determine which, if any, property should be Disposed of by the Authority. The Contracting Officer shall recommend to the Board of Directors any Property he/she deems suitable for Disposal.

Disposition of Property

Unless otherwise authorized by this Policy and approved by the Board of Directors, the Authority shall Dispose of Property for not less than fair market value ("FMV") by sale,

exchange, or transfer, for cash, credit, or other property, with or without warranty, and upon such terms and conditions as the Contracting Officer deems proper. Provided, however, that no disposition of real property, any interest in real property, or any other Property which because of its unique nature is not subject to fair market pricing shall be made unless an appraisal of the value of such Property has been made by an independent appraiser and included in the record of the transaction.

Unless otherwise authorized by this Policy, prior to disposing of Property or entering into a contract for the Disposal of Property, the Authority shall publicly advertise for bids for such Disposal or contract for Disposal. The advertisement for bids shall be made at such a time prior to the Disposal or contract for Disposal, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Property. Such advertisement shall include the date, time and place the bids will be publicly disclosed by the Authority. The Authority shall award the contract with reasonable promptness to the most responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to New York State (the "State"), price and other factors considered; provided, however, that Authority reserves the right to reject all such bids when it is in the public interest to do so.

The Authority may Dispose of Property or enter into contracts for the disposal of Property via negotiation or public auction without regard to the two (2) paragraphs immediately above, but subject to obtaining such competition as is feasible under the circumstances, if:

1. The personal property involved is of a nature and quantity which, if Disposed of under the first two (2) paragraphs of this section, would adversely affect the state or local market for such Property, and the estimated FMV of such Property and other satisfactory terms of the Disposal can be obtained by negotiation;
2. The FMV of the Property does not exceed Fifteen Thousand Dollars (\$15,000.00);
3. Bid prices after advertising therefore are not reasonable, either as to all or some part of the Property, or have not been independently arrived at in open competition;
4. The Disposal is to the State or any political subdivision of the State and the estimated FMV of the Property and other satisfactory terms of the Disposal are obtained by negotiation;
5. The Disposal is for an amount less than the estimated FMV of the Property, the terms of such Disposal are obtained by public auction or negotiation, the Disposal of the Property is intended to further the public health, safety or welfare or an economic development interest of the State or a political subdivision of the State, including but not limited to, the prevention or remediation of a substantial threat to public health or safety, the creation or retention of a substantial number of job opportunities, or the creation or retention of a substantial source of revenues, and the purpose and terms of the Disposal are documented in writing and approved by resolution of the Board of Directors; or,
6. Such Disposal or related action is otherwise authorized by law. The Authority shall file an explanatory statement with the New York State Comptroller, the Director of the Division of Budget of the State of New York, the Commissioner of General Services of the State of New York and the Leadership of the New York State Legislature not less than ninety (90) days before the Authority Disposes of the Property if the Property is personal property in excess of Fifteen

Thousand Dollars (\$15,000.00), or real property that has a FMV in excess of One Hundred Thousand Dollars (\$100,000.00). When the Property is Disposed of by lease (or exchange), then the Authority shall file an explanatory statement when the Property is real property leased for a term of five (5) years or less with an estimated fair annual rent exceeding One Hundred Thousand Dollars (\$100,000.00) in any given year, real property leased for a term greater than five (5) years with an estimated fair annual rent exceeding One Hundred Thousand Dollars (\$100,000.00) for the entire lease term; or, any real property or real and related personal property Disposed by exchange, regardless of value, or any property any part of the consideration for which is real property.

Reporting Requirements

Annual Report

The Corporation shall publish, at least annually, an Annual Report (the "Annual Report") listing all Property consisting of real property of the Authority. In addition, the Annual Report shall include a list and full description of all Property consisting of real and personal property Disposed of during such period covered by the Annual Report. The Annual Report shall include the price received by the Corporation for the Property, in addition to the name of the purchaser for all such Property sold by the Corporation during such period covered by the Annual Report.

The Corporation shall deliver copies of the Annual Report to the New York State Comptroller, the Director of the Division of Budget of the State of New York, the Commissioner of General Services of the State of New York and the New York State Legislature, and to the extent practicable, post such Annual Report on its website.

Property Disposition Policy Consistent with Article 9, Title 5-A of the Public Authorities Law, the Authority shall review and approve this Property Disposition Policy annually by resolution of the Board. On or before June 30 of each year, the Corporation shall file with the New York State Comptroller a copy of its Property Disposition Policy, including the name of the Contracting Officer appointed by the Authority. Upon such filing with the Comptroller, the Authority shall post its Property Disposition Policy on its website.

Exhibit D
Annual Meeting

**PORT OF OSWEGO AUTHORITY
INVESTMENT POLICY
PURSUANT TO SECTION 2925 OF THE PUBLIC AUTHORITIES LAW**

I. SCOPE

This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

II. OBJECTIVES

The primary objectives of the Authority's investment activities are, in priority order:

- to conform with all applicable federal, state and legal requirements (legal)
- to adequately safeguard principal (safety)
- to provide sufficient liquidity to meet all operating requirements (liquidity)
- to obtain a reasonable rate of return (yield)

III. DELEGATION OF AUTHORITY

The governing Board's responsibility for administration of the investment is delegated to the Executive Director, who shall establish an adequate internal control structure to provide a satisfactory level of accountability based upon a database or records incorporating description and amounts of investments, transaction dates and other relevant information, and regulate the activities of subordinate employees.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Port of Oswego Authority to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the Port of Oswego Authority to diversify its deposits and investments by financial institution, by investment instrument and by maturity scheduling.

VI. INTERNAL CONTROLS

The Executive Director is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, recorded properly and are managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITORIES

The banks and trust companies authorized for the deposit of moneys up to the following maximum amounts are:

Depository Name	Maximum Amount
Key Bank	-
Pathfinder Bank	FDIC insured limit
NBT Bank	FDIC insured limit

VIII. COLLATERALIZING OF DEPOSITS

In accordance with the provisions of the Public Authorities Law Section 2925, all deposits with the Port of Oswego Authority, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By pledge of "eligible securities" with aggregate "market value" or provided by Public Authorities Law Section 2925.
2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the Authority for a term not to exceed ninety (90) days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
3. By an eligible surety bond payable to the Authority for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. PERMITTED INVESTMENTS

As Authorized by Public Authorities Law Section 2925, the Port of Oswego Authority authorizes the Executive Director to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts
- Certificates of deposit
- Money market deposit accounts
- Obligations of the United States of America
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America
- Obligations of the State of New York

All investment obligations shall be payable or redeemable at the option of the Port of Oswego Authority within such times as the proceeds will be needed to meet expenditures for purposes for which moneys were provided and, in the case of obligations purchased for the proceeds of bonds or notes, shall be payable or redeemable at the option of the Port of Oswego Authority within two (2) years of the date of purchase.

X. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Port of Oswego Authority shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Authority or the Authority can access them at www.FFIEC.gov. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Executive Director is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

Exhibit E
Annual Meeting

PORT OF OSWEGO
AUTHORITY



**MISSION STATEMENT
and
KEY PERFORMANCE INDICATORS**

The mission of the Port of Oswego Authority is to serve as an economic catalyst in the *Central New York Development Council District Region* by providing diversified and efficient transportation services and conducting operations in a manner that promotes regional and international growth and development while being mindful of our responsibility to serve as a steward of the environment.

Adopted – September 28, 2011
Revised – March 8, 2017

Key Performance Indicators

1. Increase in revenue tons shipped by water through the Port of Oswego.
2. Increase in labor hours.
3. Increase in activity of intermodal rail transportation for Central New York.
4. Maximize marina activity through increases in slip rental, transient movement, and fuel sales.
5. Be a center of excellence in efficiency and safety.
6. Maximize Port revenues and contribute a positive economic impact for New York State.

The Port of Oswego Authority shall actively participate in Article 15-A and encourage the participation by minority group members and women with respect to state contracts.

Exhibit F
Annual Meeting



CONFLICT OF INTEREST POLICY PURSUANT TO SECTION 2824(7) OF THE PUBLIC AUTHORITIES LAW

Conflicts of Interest - Definition

A conflict of interest is a situation in which the financial, familial, or personal interests of a director or employee come into actual or perceived conflict with their duties and responsibilities with the Port of Oswego Authority (“POA”).

Perceived conflicts of interest are situations where there is the appearance that a board member and/or employee can personally benefit from actions or decisions made in their official capacity, or where a board member or employee may be influenced to act in a manner that does not represent the best interests of the authority. The perception of a conflict may occur if circumstances would suggest to a reasonable person that a board member may have a conflict. The appearance of a conflict and an actual conflict should be treated in the same manner for the purposes of this Policy.

Board members and employees must conduct themselves at all times in a manner that avoids any appearance that they can be improperly or unduly influenced, that they could be affected by the position of or relationship with any other party, or that they are acting in violation of their public trust. While it is not possible to describe or anticipate all the circumstances that might involve a conflict of interest, a conflict of interest typically arises whenever a director or employee has or will have:

- A financial or personal interest in any person, firm, corporation or association which has or will have a transaction, agreement or any other arrangement in which the authority participates.
- The ability to use their position, confidential information or the assets of the POA, to their personal advantage.

- Solicited or accepted a gift of any amount under circumstances in which it could reasonably be inferred that the gift was intended to influence them, or could reasonably be expected to influence them, in the performance of their official duties or was intended as a reward for any action on their part.
- Any other circumstance that may or appear to make it difficult for the board member or employee to exercise independent judgment and properly exercise their official duties.

Outside Employment of Authority's Employees:

No employee may engage in outside employment if such employment interferes with their ability to properly exercise their official duties with the authority.

PROCEDURES

Duty to Disclose:

All material facts related to the conflicts of interest (including the nature of the interest and information about the conflicting transaction) shall be disclosed in good faith and in writing to the Governance Committee and/or the Ethics Officer. Such written disclosure shall be made part of the official record of the proceedings of the authority.

Determining Whether a Conflict of Interest Exists:

The Governance Committee and/or Ethics Officer shall advise the individual who appears to have a conflict of interest how to proceed. The Governance Committee and/or Ethics Officer should seek guidance from counsel or New York State agencies, such as the Authorities Budget Office, State Inspector General or the NYS Commission on Ethics and Lobbying in Government when dealing with cases where they are unsure of what to do.

Recusal and Abstention:

No board member or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including

discussing the matter and voting, when they know or have reason to know that the action could confer a direct or indirect financial or material benefit on themselves, a relative, or any organization in which there is an interest. Board members and employees must recuse themselves from deliberations, votes, or internal discussion on matters relating to any organization, entity or individual where their impartiality in the deliberation or vote might be reasonably questioned, and are prohibited from attempting to influence other board members or employees in the deliberation and voting on the matter.

Records of Conflicts of Interest:

The minutes of the authority's meetings during which a perceived or actual conflict of interest is disclosed or discussed shall reflect the name of the interested person, the nature of the conflict, and a description of how the conflict was resolved.

Reporting of Violations:

Board members and employees should promptly report any violations of this policy to their supervisor, or to the public authority's ethics officer, general counsel or human resources representative in accordance with the authority's Whistleblower Policy and Procedures.

Penalties:

Any director or employee that fails to comply with this policy may be penalized in the manner provided for in law, rules or regulations.

Exhibit G
Annual Meeting

BY-LAWS OF THE PORT OF OSWEGO AUTHORITY

Oswego, New York

ARTICLE VI

Subsection 6.07 General Counsel. The General Counsel shall be the chief legal officer of the POA and the Staff Officers, and shall: (a) advise and render opinions to the Directors and Staff Officers of the Authority as to all legal matters relating to the administration, operations and financing of the Authority, and as to the laws governing the programs of the Authority; (b) draft, examine and approve as to legal compliance all forms, contracts or other documents necessary for all phases of the Authority's work or purposes; (c) coordinate with and assist bond counsel in the preparation of all documents related to the sale of the Authority's obligations and the investment of proceeds; (d) exercise such other powers and perform such other duties as the Board of Directors and the Executive Director may determine.

Exhibit H
Annual Meeting

BY-LAWS OF THE PORT OF OSWEGO AUTHORITY

Oswego, New York

ARTICLE V Section 5.01 - Officers

Subsection 5.01-1 Duties of the Chair. The Chair shall (1) preside at all meetings of the POA, (2) communicate to the Executive Director and, where appropriate, executive staff, the policies of the POA established by the Board, (3) be responsible for advancing the mission and promoting to the general public the objectives of the POA and (4) perform other duties as requested by the Board. The Chair shall appoint the Standing Committees of the POA. The Chair will be responsible for the direct oversight of the Executive Director.

Subsection 5.01-2 Duties of the Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the event the office of Chair is vacant, or in the event that the Chair is unable to perform such duties by reason of illness, disability or absence. The Vice-Chair may be requested by the Chair and/or the Board to assume additional responsibilities, as needed.

Subsection 5.01-3 Duties of the Secretary/Treasurer. The Secretary/Treasurer shall (1) sign board resolutions and other board documents requiring such signature; (2) maintain original and copies of official POA Board documents (e.g. minutes of meetings, agreements, contracts, etc.); (3) oversee the proper and legal mailing of notices to the POA Directors and the Executive Committee; (4) ensure that minutes of meetings are correct and distributed to members in a timely manner, (5) be an official co-signatory of documents requiring two signatures (e.g., checks); (6) assist the Executive Director in the management, review, and administration of finances and fiscal matters of the organization; (7) be a member of the Audit Committee.

PORT OF OSWEGO
AUTHORITY



Regular Meeting of the Board of Directors of the Port of Oswego Authority

Wednesday, March 26, 2025

**Immediately after the Annual Meeting of the Board of Directors
of the Port of Oswego Authority**

1. **Call to Order**
2. **Motion 03-26-2501: To move to executive session for discussion of annual personnel issues.**
3. **Motion 03-26-2502: To resume the regular monthly meeting.**
4. **Motion 03-26-2503: To approve the Minutes of the 02-24-2025 regular monthly meeting (Exhibit A).**
5. **Administrative Operational Report: (Exhibit B)**
6. **Administrative Financial Reports: (A) Primary and (B) Subsidiary**
Motion 03-26-2504: To accept February's Primary Financial Reports and Subsidiary Financial Reports.
 - A. **Primary Financial Reports: (Exhibit C-1)**
 - Cash Position
 - Balance Sheet
 - Profit & Loss Statement
 - B. **Subsidiary Financial Reports: (Exhibit C-2)**
 - Monthly Bills
 - Accounts Payable
 - Accounts Receivable
 - Grants Receivable Summary
 - Loan Summary
 - Schedule of Assets
 - Sales Report
7. **Chairman's Report**

MISSION STATEMENT

The mission of the Port of Oswego Authority is to serve as an economic catalyst in the *Central New York Development Council District Region* by providing diversified and efficient transportation services and conducting operations in a manner that promotes regional growth and development while being mindful of our responsibility to serve as a steward of the environment.

8. Committee Reports – no Committee Meetings in February

- a. Executive Committee**
- b. Audit and Finance Committee**

Motion 03-26-2505: Motion to authorize the Chairperson of the Audit Committee to execute the Engagement Letter from Bowers CPA's and Advisors.

- c. Governance Committee**
- d. Planning and Development Committee**

9. Old Business

10. New Business

Motion 03-26-2506: Motion to authorize the Interim Executive Director to execute the Utility Bill Integration Services Agreement with New York Energy Manager. (Exhibit D)

Review of Authorities Budget Office (ABO) audit of required website content – Policy Guidance 22-01: Posting and Maintaining Reports on Public Authority Websites. (Exhibit E)

11. AD HOC MOTIONS REQUIRED AS A RESULT OF MEETING BUSINESS:

Motion 03-26-250 : To

Motion 03-26-250 : To

12. Motion 03-26-250 : To adjourn the regular monthly meeting.

**Next Regular Monthly Board Meeting is tentatively scheduled for
Monday, April 21, 2025 @ 4:30pm**

MISSION STATEMENT

The mission of the Port of Oswego Authority is to serve as an economic catalyst in the *Central New York Development Council District Region* by providing diversified and efficient transportation services and conducting operations in a manner that promotes regional growth and development while being mindful of our responsibility to serve as a steward of the environment.

Exhibit A

PORT OF OSWEGO AUTHORITY - UNAPPROVED
Regular Monthly Meeting
Monday, February 24, 2025

CALL TO ORDER: Mrs. Cosemento called the meeting to order at approximately 4:30 PM.

PRESENT: Constance Cosemento - Vice Chairperson, Stan Delia, Dr. John Kares Smith, Kathleen Macey, Diane Zeller, and Thomas Schneider - Interim Executive Director.

ALSO PRESENT: Pat McMahon - Supervisor of Development & Maintenance, Kim Natoli - Port Employee, and Debbie Godden - Accounting Manager.

PRESENT ON ZOOM: Francis Enwright - Chairperson

APPROVAL OF MINUTES

Motion 02-24-2501:

A motion was made by Mr. Delia to approve the minutes of the January 13, 2025 regular monthly meeting at 4:31 PM. Motion was seconded by Ms. Zeller. Motion passed. 5-Aye, 0-Nay, 1-Abstain.

ADMINISTRATIVE OPERATIONAL REPORT

Mr. Schneider, Interim Executive Director, presented the Administrative Operational Report to the Board and addressed any questions or comments at 4:31 PM.

Report Topics:

Monthly operations update – January 2025

Update on projects:

- Operations Monthly Report – included; this report originates from the Port's Scale's Office, that shows the volume of trucks, railcars, and vessels within any given month; comparing it to the prior year there is about double coming in and 2/3 of the amount of last year going out. The Port's three (3) commodities are:
 - ✓ **potash** – which is going out by truck load
 - ✓ **grain** – was still coming in in January from farmers, from their silos as they sold to the Port's customer, filling the silo and the Port is loading it out on railcars
 - ✓ **aluminum** – the various commodity brokers who ship aluminum to the Port and then ship to the local aluminum plant
- Weather Conditions – the current weather conditions are causing slower operations for ILA members, overtime in snow removal, clearing and de-icing the railroad tracks and switches, and silo issues. Adverse weather conditions are challenging to the business model and will show in the financial statements in January and February, however, are not a long-term concern.
- Still Watch Vessel – abandoned vessel still sits at the Port's dock. The United States Coast Guard (USCG) from Alexandria Bay did respond but did not board the vessel. They did note that the vessel is a potential environmental hazard; the USCG will follow up with the Port. The Port was going to inquire with local law enforcement, however due to the past two weeks of winter weather, that was not done. Unfortunately, from the USCG's perspective, they are looking at this as a private, pleasure vessel and it is

moored in our marina and therefore it is a private business. The Port will have to seek an insurance provider that has salvage provisions for abandoned vessels.

- Aluminum – ingots that are coming into the Port that cannot go directly to the local manufacturing plant end up being rerouted to the Port; these are the larger ingots/slabs. Also, the Port was informed that we would be receiving the ingots by rail from Kentucky. There has been a lot of activity in the handling and storage of aluminum. The Port is receiving more requests to sort by alloy and size which creates added complexity to the storage and will need to be reflected in the pricing and contracts.
- Port Infrastructure Development Program (PIDP)/Maritime Administration (MARAD) – The PIDP is a discretionary grant program administered by the Maritime Administration. There was an initial meeting the week prior for the warehouse modernization project.
- H. Lee White Marine Museum – continues their efforts on the LT-5, they are attempting to get grants and reconfigure grants. They are looking for a dry-dock solution locally for the vessel.
- Meetings – Operation Oswego County, Oswego City Department of Public Works, New York State Parks & Canal System, CenterState CEO; there was a cooperative, neighbor-type meeting with Fort Ontario State Historic Site. Pat McMahan has been participating in all the meetings.

DISCUSSIONS ON TOPICS FROM ADMINISTRATIVE OPERATIONAL REPORT

Mr. McMahan explained the challenges of the weather on the silo operations. When temperatures get colder, components are freezing at the top of the silo. Several components of the silo are operated by air actuators. There is an air compressor on the lower portion that sends all the air to the actuators; once the computer of the silo begins, if a component is frozen, it will not proceed to each step. The system will not function properly. The frozen component must then be found and thawed out. Ms. Zeller and Mr. Delia inquired if there was some type of heat system that could be installed. Mr. Schneider stated that weather conditions should be contemplated for future discussions of contracts, pricing, and operations of the Agricultural Center.

Dr. Kares Smith inquired more about the USCG visit to the Port. Mr. Schneider stated that we wanted their recommendations on the Still Watch vessel, and that they did respond because of the environmental and navigational hazards along the Oswego River and the New York State canal system. The Port will follow-up with USCG.

Mr. Delia inquired about if the Marine Museum receiving grant funds is contingent on defueling the LT-5. Mr. Schneider stated that it would be part of the award of the grant to defuel the vessel; he would like the transfer of title sooner rather than later and working cooperatively with the Museum would be in the best interest.

Mr. McMahan described a situation where the Port assisted the Oswego City DPW with securing a light pole on the East Seneca Street bridge for safety reasons. Also, the City inquired about using the Fitzgibbons site as a disposal site for the excess snow in the city. Mrs. Cosemento inquired if the area for the excess snowfall was on the lay-down area at Fitzgibbons and Mr. McMahan stated it was on the concrete area because it would be safer for the trucks to come in on the concrete. Mr. Schneider explained that this was about reestablishing good relationships and being good neighbors, and working towards positive responses.

ADMINISTRATIVE FINANCIAL REPORTS

Motion 02-24-2502: A motion was made by Ms. Zeller to accept January's financial reports as presented at 5:17 PM. Motion seconded by Ms. Macey. Motion passed. 5-Aye, 0-Nay, 1-Abstain.

Primary Financial Reports

- Cash Position
- Balance Sheet
- Profit & Loss Statement
- Marina Profit & Loss Statement

Subsidiary Financial Reports

- Monthly Bills
- Accounts Payable
- Accounts Receivable
- Grants Receivable Summary
- Loan Summary
- Schedule of Assets
- Sales Report

Mr. Delia reviewed the cash position, balance, and profit/loss statements ending 01/31/2025; cash position is above cash position of one month ago, the balance sheet total is above one year ago, total current assets continue to outweigh total current liabilities. Profit/Loss statement, the gross profit year-to-date is slightly below the previous year. Mr. Delia reiterated that the Port needs to be working at a profit; the Mission Statement is that the Port wants to assist commerce throughout Oswego County and central New York. Mr. Schneider stated that the Port needs to have net income being rolled into retained earnings so that the Port may reinvest in itself to continue to maintain operation and efficiency.

Ms. Zeller inquired about the impact of price adjustments as well as potential tariffs placed on goods. Mr. Schneider explained that curves of supply and demand meet at a certain price point and that is what needs to be assessed. Tariffs will be universal and that should not impact competitiveness, however it could impact the Port because of the amount of aluminum manufactured in Canada.

Chairman's Report: Mr. Enwright (on Zoom) commented on the severe winter weather conditions, is aware of the additional burden and expenses that go with the cost in moving aluminum, and the coordination that is needed in order to complete it efficiently. He is also aware of the issues with the freeze-ups on the silo. Issues like adverse weather conditions will need to be taken into consideration on how to make operations more efficient (i.e. accepting grain in the winter months).

COMMITTEE REPORTS:

Executive Committee: No meeting, no report per Mrs. Cosemento.

Audit and Finance Committee: No meeting, no report per Mr. Delia.

Governance Committee: No meeting, no report per Dr. Kares Smith.

Planning and Development Committee: No meeting, no report per Ms. Macey.

OLD BUSINESS

None.

NEW BUSINESS:

Motion 02-24-2503:

A motion was made by Ms. Zeller to enter into Executive Session for discussion of contracts, grants, and Board continuity at 5:25 PM. Motion was seconded by Dr. Kares Smith. Motion passed. 5-Aye, 0-Nay, 1-Abstain.

Motion 02-24-2504:

A motion was made by Ms. Zeller to resume the regular monthly meeting at 5:59 PM. Motion was seconded by Ms. Macey. Motion passed. 5-Aye, 0-Nay, 1-Abstain.

Motion 02-24-2505:

A motion was made by Ms. Zeller to grant the Oswego Yacht Club one (1) slip in the Goble Marina for the 2025 boating season to support their educational program, "Try Sailing" at 6:00 PM. Motion was seconded by Mr. Delia. Motion passed. 5-Aye, 0-Nay, 1-Abstain.

Mr. Enwright disclosed that he is a member of the Oswego Yacht Club.

ADJOURNMENT

Motion 02-24-2506: A motion was made by Dr. Kares Smith to adjourn the regular monthly meeting at 6:00 PM. Motion seconded by Ms. Zeller. Motion passed. 5-Aye, 0-Nay, 1-Abstain.

Kathleen Macey, Secretary/Treasurer

Exhibit B



Administrative and Operations Report

March 2025

Thomas Schneider, Interim Executive Director

- Monthly (February 2025) operations update – **see attached**
- Operating Business
 - Transloading and Warehousing
 - Aluminum
 - Agricultural Center – grain
 - Potash
- Marina
 - East Side
 - West Side
- Tennent Updates
 - Fish & Wildlife (USGS at 17 Lake Street)
 - Vinegar Hill (at 19-29 East Schuyler Street)
- Projects
 - Breakwall Repair
 - Warehouse Modernization Grant
 - Electric Railcar Bids
- Still Watch Vessel Update
- American Great Lakes Port Associations (AGLPA) – Washington D.C. Legislative Fly-In March 4th - March 7th

TO: BOARD OF DIRECTORS
 FROM: George Lloyd
 SUBJECT: February 2025 Activity Report

Totals						
	# In	# Out	Total # In/Out	MT In	MT Out	Total MT In/Out
Trucks	0	130	130	0.000	4149.786	4149.786
Railcars	12	7	19	272.517	634.190	906.707
Vessels	0	0	0	0.000	0.000	0.000
Grand Totals	12	137	149	272.517	4783.976	5056.493

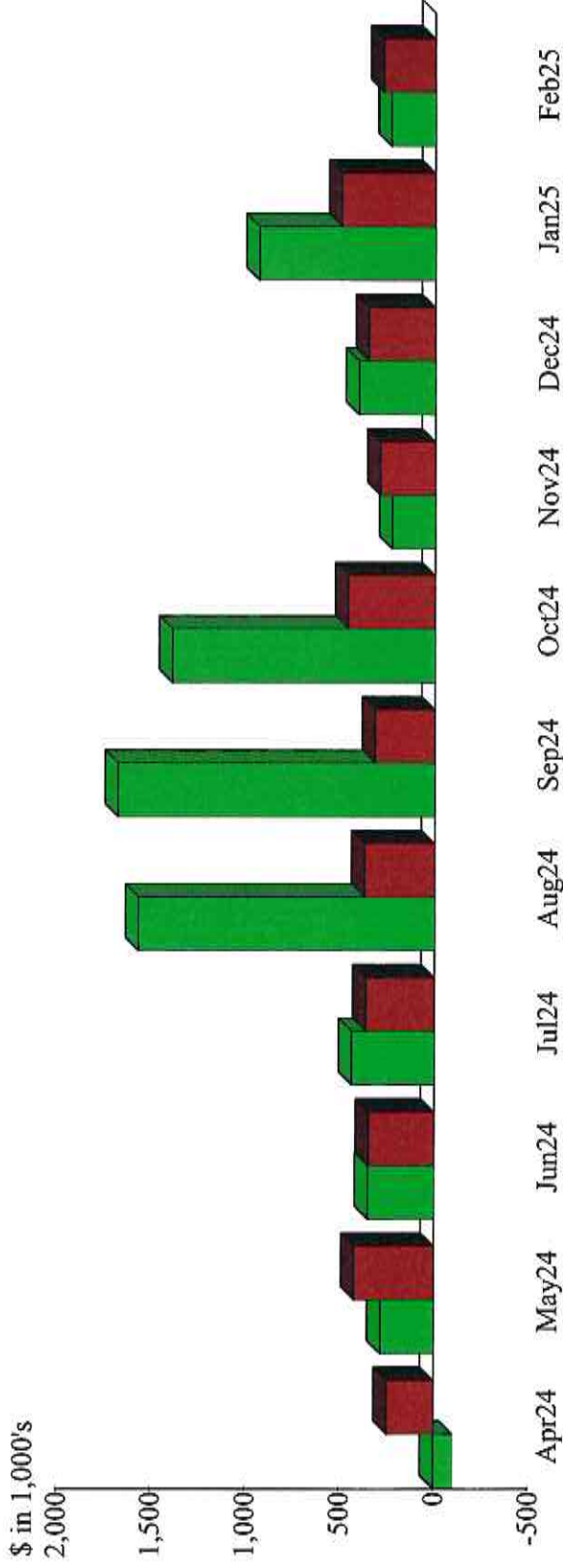
	Company	ST	MT	In/Out	Mode	#
Potash	Nutrien Ag Solutions	0.00	0.000	Inbound	Vessel	0
	Nutrien Ag Solutions	0.00	0.000	Inbound	Railcar	0
	Nutrien Ag Solutions	457.62	415.146	Outbound	Trucks	13
Delong Grain	Soybeans	0.00	0.000	Inbound	Trucks	0
	Soybeans	0.00	0.000	Inbound	Railcar	0
	Soybeans	0.00	0.000	Outbound	Trucks	0
	Soybeans	699.08	634.190	Outbound	Railcar	7
	Soybeans	0.00	0.000	Outbound	Vessel	0
	Corn	0.00	0.000	Inbound	Trucks	0
	Corn	0.00	0.000	Inbound	Railcar	0
	Corn	0.00	0.000	Outbound	Trucks	0
	Corn	0.00	0.000	Outbound	Railcar	0
	Corn	0.00	0.000	Outbound	Vessel	0
Aluminum	Marubeni	0.00	0.000	Inbound	Vessel	0
	Marubeni	0.00	0.000	Inbound	Railcar	0
	Marubeni	2440.41	2213.901	Outbound	Trucks	68
	Marubeni	0.00	0.000	Inbound	Trucks	0
	Gerald/GT Comm	0.00	0.000	Inbound	Vessel	0
	Gerald/GT Comm	0.00	0.000	Inbound	Trucks	0
	Gerald/GT Comm	0.00	0.000	Inbound	Railcar	0
	Gerald/GT Comm	456.75	414.356	Outbound	Trucks	13
	Glencore	0.00	0.000	Inbound	Vessel	0
	Glencore	0.00	0.000	Outbound	Trucks	0
	Glencore	0.00	0.000	Inbound	Railcar	0
	Glencore	0.00	0.000	Inbound	Trucks	0
	Goldman	0.00	0.000	Inbound	Vessel	0
	Goldman	0.00	0.000	Inbound	Railcar	0
	Goldman	0.00	0.000	Inbound	Trucks	0
	Goldman	1020.46	925.745	Outbound	Trucks	30
	Goldman	0.00	0.000	Outbound	Railcar	0
	Gunvor	0.00	0.000	Inbound	Vessel	0
	Gunvor	0.00	0.000	Outbound	Trucks	0
	Gunvor	0.00	0.000	Outbound	Railcar	0
	Gunvor	0.00	0.000	Inbound	Railcar	0
	Gunvor	0.00	0.000	Inbound	Trucks	0
	IXM	0.00	0.000	Inbound	Vessel	0
IXM	0.00	0.000	Inbound	Trucks	0	

	IXM	0.00	0.000	Inbound	Railcar	0
	IXM	0.00	0.000	Outbound	Trucks	0
	Mitsubishi	0.00	0.000	Outbound	Trucks	0
	Mitsubishi	0.00	0.000	Inbound	Trucks	0
	Mitsubishi	0.00	0.000	Inbound	Vessel	0
	Mitsubishi	0.00	0.000	Inbound	Railcar	0
	Hartree	0.00	0.000	Inbound	Vessel	0
	Hartree	0.00	0.000	Inbound	Trucks	0
	Hartree	199.12	180.638	Outbound	Trucks	6
	Hartree	0.00	0.000	Outbound	Railcar	0
	Hartree	300.40	272.517	Inbound	Railcar	12
	Alcoa	0.00	0.000	Inbound	Vessel	0
	Novelis Ingots	0.00	0.000	Inbound	Vessel	0
	Novelis Ingots	0.00	0.000	Outbound	Trucks	0
	Novelis Ingots	0.00	0.000	Inbound	Trucks	0
	Novelis Ingots	0.00	0.000	Inbound	Railcar	0
	Novelis Ingots	0.00	0.000	Outbound	Railcar	0
	Novelis Transfer Loads	0.00	0.000	Outbound	Trucks	0
Dean Marine Rock/Stone	Rock/Stone	0.00	0.000	Inbound	Railcar	0

Exhibit C-1

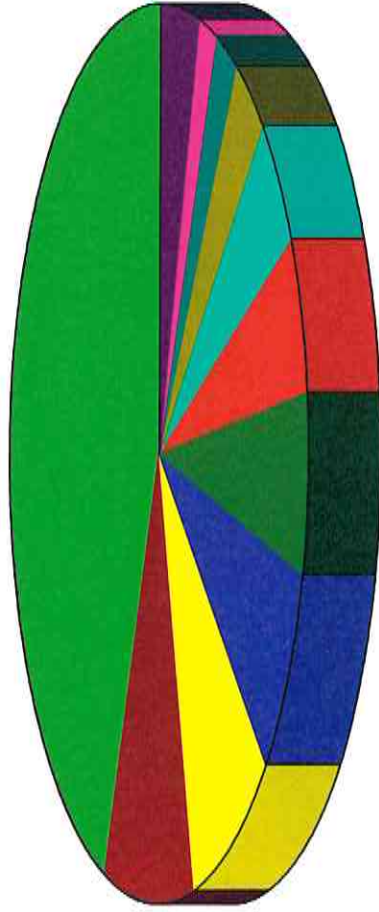
Income and Expense by Month
April 2024 through February 2025

Income
Expense



Income Summary
April 2024 through February 2025

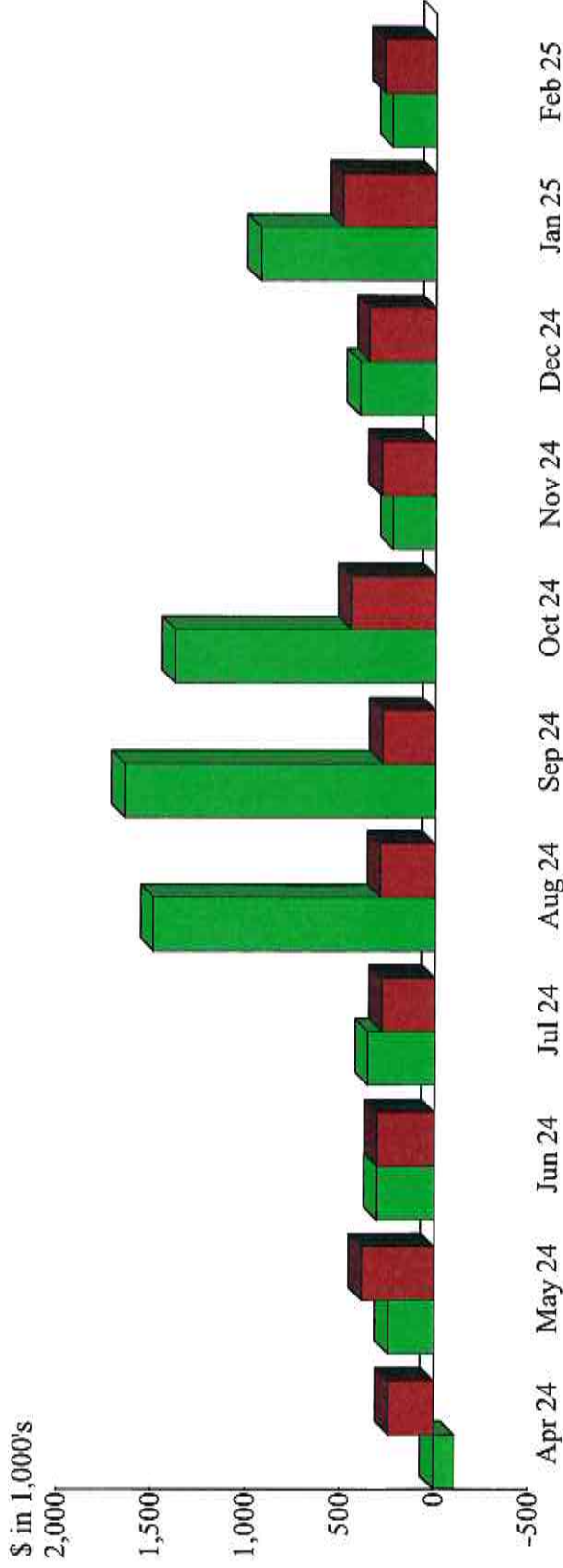
9000017 · FEMA DR 4348	44.29%
4800000 · Marina Income	9.77
4400000 · Rental	8.95
4600000 · Stevedoring	7.94
4300000 · Loading and Unloading	6.63
4000000 · Storage	5.79
9000001 · Grant - Agricultural Center	5.20
4500000 · Misc Income	3.62
9001700 · NYS Grant Pin 3539.88 Track/St	2.45
4200000 · Wharfage	1.94
Other	3.43
Total	\$7,408,864.83



By Account

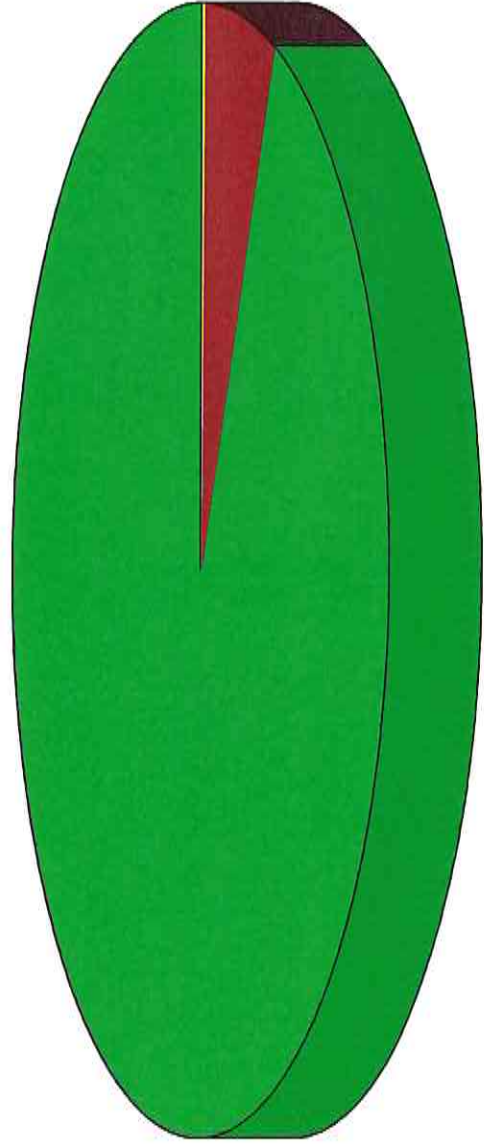
Income and Expense by Month April 2024 through February 2025

Income
Expense



Income Summary April 2024 through February 2025

Port	93.86%
Marina	6.09
RV Park	0.05
Total	\$7,118,422.23



By Class

Port of Oswego Authority
Cash Position Report
 As of February 28, 2025

	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
1000600 · Imprest Fund - Key Bank					
Total 1000600 · Imprest Fund - Key Bank	22,923.02	1,548,528.89	1,384,542.84	163,986.05	186,909.07
1000700 · Health Fund - Key Bank					
Total 1000700 · Health Fund - Key Bank	1,415.18	1,520.00	2,022.33	-502.33	912.85
1001000 · Comptroller Fund - Key Bank					
Total 1001000 · Comptroller Fund - Key Bank	1,254,155.93	338,408.13	1,573,360.45	-1,234,952.32	19,203.61
1001001 · Gen. State Checking - Key Bank					
Total 1001001 · Gen. State Checking - Key Bank	107,987.58	1,572,292.94	1,519,881.54	52,411.40	160,398.98
1001500 · Key Money Market					
Total 1001500 · Key Money Market	30,981.65	2.76	28,500.00	-28,497.24	2,484.41
TOTAL	<u><u>1,417,463.36</u></u>	<u><u>3,460,752.72</u></u>	<u><u>4,508,307.16</u></u>	<u><u>-1,047,554.44</u></u>	<u><u>369,908.92</u></u>

Port of Oswego Authority
Balance Sheet
As of February 28, 2025

	Feb 28, 25	Feb 29, 24	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1000100 · Petty Cash	144.99	187.29	-42.30
1000300 · Oswego Marina - Register fund	600.00	600.00	0.00
1000600 · Imprest Fund - Key Bank	186,909.07	111,950.14	74,958.93
1000700 · Health Fund - Key Bank	912.85	1,399.40	-486.55
1001000 · Comptroller Fund - Key Bank	19,203.61	10,723.36	8,480.25
1001001 · Gen. State Checking - Key Bank	160,398.98	652,453.30	-492,054.32
1001500 · Key Money Market	2,484.41	201,171.30	-198,686.89
1003200 · CD - Wtrline Maint Fund	10,650.15	10,000.00	650.15
1003300 · CD - Bldg Rehab Fund	102,216.94	90,316.90	11,900.04
Total Checking/Savings	483,521.00	1,078,801.69	-595,280.69
Accounts Receivable			
1100000 · Accounts Receivable	161,091.81	94,376.15	66,715.66
Total Accounts Receivable	161,091.81	94,376.15	66,715.66
Other Current Assets			
1100103 · Accounts Receivable Other	995.04	995.04	0.00
1100104 · Short term Lease Receivable	340,994.63	148,452.47	192,542.16
1201000 · Prepaid Insurance	57,920.66	58,463.51	-542.85
1202000 · Prepaid expense	193.05	193.05	0.00
1210000 · Inventory Asset	13,733.65	17,004.40	-3,270.75
1300000 · Grant Receivable	1,325,409.23	2,729.07	1,322,680.16
1400000 · Cont. Stab. Prog. Reserve	12,500.00	0.00	12,500.00
1499000 · Undeposited Funds	1,535.00	2,560.00	-1,025.00
Total Other Current Assets	1,753,281.26	230,397.54	1,522,883.72
Total Current Assets	2,397,894.07	1,403,575.38	994,318.69
Fixed Assets			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	14,074,827.75	0.00
1502050 · Land & Land Impr-Held for Lease	1,720,082.91	1,537,131.13	182,951.78
1502100 · Alcan Water Line	1.00	1.00	0.00
1502300 · Bldgs & Improvem-Capital Assets	8,515,160.43	8,524,445.43	-9,285.00
1502350 · Bldgs & Improvem-Held for Lease	4,060,508.32	4,043,402.88	17,105.44
1502400 · Office Equipment & Furniture	489,831.94	490,011.94	-180.00
1502500 · Operating Equipment	3,526,931.91	3,680,164.57	-153,232.66
1502501 · Equipment - Marina	316,721.60	315,141.60	1,580.00
1502550 · Lease Assets	569,146.74	434,701.63	134,445.11
1502555 · Accumulated Amortization	-76,412.37	-130,760.25	54,347.88
1502600 · Computer Software	32,872.24	32,872.24	0.00
1502800 · Acc Dep-Bldg & Impr-Cap Assets	-6,906,904.54	-6,722,169.54	-184,735.00
1502850 · Acc Dep Bldg & Impr-Held for Le	-2,445,921.00	-2,331,837.00	-114,084.00
1502900 · Acc Dep - Operating Equip	-2,451,505.33	-2,554,080.33	102,575.00
1502905 · Acc Dep - Marina equipment	-238,569.00	-239,567.00	998.00
1503000 · Acc Dep - Office Equipment	-468,900.46	-462,481.46	-6,419.00
1503100 · Acc Dep-Land & Impr-Cap Assets	-8,623,469.11	-8,048,916.11	-574,553.00
1503101 · Acc Dep - Computer Software	-32,872.00	-32,872.00	0.00

Port of Oswego Authority
Balance Sheet
As of February 28, 2025

	Feb 28, 25	Feb 29, 24	\$ Change
1503150 · Acc Dep Land & Impr-Held for Le	-166,594.00	-96,532.00	-70,062.00
1503200 · Acc Dep - Lease Asset	-158,555.00	-158,555.00	0.00
1503600 · Equipment - New or Replacement	5,873.58	59,757.49	-53,883.91
1504000 · Cap Imp-Osw.Marina bldg update	13,096.72	0.00	13,096.72
1504200 · Cap Imp - Warehouse roof	38,790.00	0.00	38,790.00
1504801 · Cap Imp - Office Improv (Meg's)	2,160.44	0.00	2,160.44
1504900 · Cap Imp - Gas Dock improvements	0.00	1,031.76	-1,031.76
1505600 · Cap Imp - Agricultural Center	14,987,492.74	14,587,782.62	399,710.12
1505700 · Cap Imp - Marina Pumpout System	11,066.79	10,752.71	314.08
1505800 · Cap Imp - Railcar conveyor	0.00	11,546.14	-11,546.14
1505900 · Cap Imp - '23 PFRAP Pin 3935.88	192,002.98	0.00	192,002.98
1506000 · Cap Imp - Marina sewer imprvmt	7,840.00	0.00	7,840.00
1506400 · Cap Imp - Warehouse doors	0.00	17,105.44	-17,105.44
1506401 · Cap Imp - Elect. Railcar Mover	15,064.87	0.00	15,064.87
1506600 · Cap Imp - RV Park	0.00	123,858.04	-123,858.04
1507300 · Cap Imp - Scales	49,498.00	93,603.23	-44,105.23
1507400 · Cap Imp-Marina elect. upgrade	0.00	57,955.02	-57,955.02
1507500 · Cap Imp-Marina Hoist Dock rehab	51,394.97	0.00	51,394.97
1507800 · Cap Imp - FEMA-West 2017	4,346,831.81	397,135.39	3,949,696.42
1507802 · Cap Imp - FEMA-East 2017	1,689,658.29	1,689,658.29	0.00
1508600 · Cap Imp-REDI 19515-Goble Marina	2,094,867.24	1,939,094.60	155,772.64
Total Fixed Assets	35,242,020.46	31,344,210.21	3,897,810.25
Other Assets			
1100105 · Long Term Lease Receivable	1,006,769.70	961,847.09	44,922.61
1100106 · Interest Receivable	2,888.02	2,211.20	676.82
1800000 · Pension - Deferred Outflow	416,815.00	-190,195.00	607,010.00
1800001 · Deferred Outflow - OPEB	251,739.00	385,391.00	-133,652.00
Total Other Assets	1,678,211.72	1,159,254.29	518,957.43
TOTAL ASSETS	39,318,126.25	33,907,039.88	5,411,086.37
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000100 · Accounts Payable	358,934.95	75,245.93	283,689.02
Total Accounts Payable	358,934.95	75,245.93	283,689.02
Credit Cards			
2000101 · Key Bank - Bill Mastercard	6,437.67	2,732.75	3,704.92
2000103 · Lowe's credit card	244.82	244.99	-0.17
Total Credit Cards	6,682.49	2,977.74	3,704.75
Other Current Liabilities			
2000200 · Retainage Payable	174,894.95	0.00	174,894.95
2000300 · Accounts Payable Other	46,266.66	557.85	45,708.81
2000610 · Deposits received	25,000.00	25,000.00	0.00
2000700 · Refund payable	181,658.15	0.00	181,658.15
2001000 · Accrued Salaries	37,372.40	37,502.49	-130.09
2001200 · Accrued Compensation	74,102.28	58,468.03	15,634.25

Port of Oswego Authority
Balance Sheet
As of February 28, 2025

	<u>Feb 28, 25</u>	<u>Feb 29, 24</u>	<u>\$ Change</u>
2001600 · Accrued NYS Retirement Withheld	1,673.46	873.19	800.27
2001700 · NYS Retirement Loan Withheld	964.00	722.00	242.00
2001800 · NYS Retirement Arrears Withheld	488.88	61.90	426.98
2002700 · Accrued NYS PFL withheld	2,595.93	2,253.60	342.33
2003000 · #1570A Pension Fund	76,872.01	14,595.25	62,276.76
2003100 · 1570 1% Checkoff Withheld	1,065.56	196.64	868.92
2003200 · 1570 1/10% Checkoff Withheld	106.43	19.68	86.75
2003300 · 1570A 9/10% Checkoff Withheld	958.97	176.98	781.99
2003401 · 1570A Local Dues Withheld	1,795.75	369.50	1,426.25
2004500 · Accrued Mass Mutual withheld	-231.13	-167.75	-63.38
2005600 · Payments on Insurance Claims	961.95	961.95	0.00
2005700 · Short Term Lease Liability	168,301.03	71,786.16	96,514.87
2550000 · Sales Tax Payable	-13,996.35	-10,286.59	-3,709.76
Total Other Current Liabilities	<u>780,850.93</u>	<u>203,090.88</u>	<u>577,760.05</u>
Total Current Liabilities	1,146,468.37	281,314.55	865,153.82
Long Term Liabilities			
2500400 · NYS Retirement Employer Contri	0.00	10,289.00	-10,289.00
2500500 · Advances from NYS	3,355,925.71	3,405,925.71	-50,000.00
2500600 · Vehicle Note Payable	38,534.65	45,576.91	-7,042.26
2500801 · Line of Credit 0169-Pathfinder	62,274.30	0.00	62,274.30
2501400 · OPEB liability	1,655,480.00	1,559,497.00	95,983.00
2501700 · LOC 1753 Pathfinder-Goble/FEMA	950,000.00	0.00	950,000.00
2502200 · Note Payable-SANY Forklift-LEAF	363,783.40	431,803.43	-68,020.03
2502300 · Note Payable-SANY Wheel Loader	209,748.46	0.00	209,748.46
2503500 · Long Term Lease Liability	173,863.84	77,065.21	96,798.63
2600000 · Net Pension Liability - ERS	491,403.00	-187,532.00	678,935.00
2800001 · Deferred Inflow - OPEB	878,276.00	1,084,415.00	-206,139.00
2800002 · Deferred Inflow - Lessor	1,266,009.17	1,058,210.30	207,798.87
Total Long Term Liabilities	<u>9,445,298.53</u>	<u>7,485,250.56</u>	<u>1,960,047.97</u>
Total Liabilities	10,591,766.90	7,766,565.11	2,825,201.79
Equity			
3000500 · Contributed Capital	144,946.00	144,946.00	0.00
3001000 · Contributed Capital - Federal	45,777.00	45,777.00	0.00
3001500 · Grant from NYS	2,253,367.90	2,253,367.90	0.00
3001600 · Grant MultiCodul Capital Proj	2,073,783.33	2,073,783.33	0.00
3001700 · Grant-MultiModal	370,000.00	370,000.00	0.00
3001800 · Grant Energy Savings	60,000.00	60,000.00	0.00
3005000 · Retained Earnings	20,302,491.02	19,678,911.68	623,579.34
Net Income	<u>3,475,994.10</u>	<u>1,513,688.86</u>	<u>1,962,305.24</u>
Total Equity	<u>28,726,359.35</u>	<u>26,140,474.77</u>	<u>2,585,884.58</u>
TOTAL LIABILITIES & EQUITY	<u><u>39,318,126.25</u></u>	<u><u>33,907,039.88</u></u>	<u><u>5,411,086.37</u></u>

Port of Oswego Authority
Income Statement
February 2025

Ordinary Income/Expense	Period To Date				Year to Date				% Variance from Budget
	Feb 25	Feb 24	Budget	Actual	Prior	Variance To Prior	Budget	\$ Over Budget	
Income									
4000000 - Storage	49,346.85	53,520.75	32,791.67	428,754.84	328,424.23	100,330.61	360,708.33	68,046.51	18.9%
4100000 - Dockage	0.00	0.00	0.00	57,411.31	90,077.03	-32,665.72	100,000.00	-42,588.69	-42.6%
4200000 - Wharfage	0.00	0.00	0.00	143,452.10	220,504.96	-77,052.86	230,000.00	-86,547.90	-37.6%
4300000 - Loading and Unloading	54,595.38	42,303.15	51,708.33	491,375.37	487,552.52	3,822.85	568,791.67	-77,416.30	-13.6%
4400000 - Rental	32,874.27	33,432.42	58,688.80	662,980.83	541,622.53	121,358.30	645,576.80	17,404.03	2.7%
4500000 - Misc Income	20,880.52	2,342.35	35,975.00	268,385.52	305,204.17	-36,818.65	395,725.00	-127,339.48	-32.2%
4600000 - Stevedoring	0.00	0.00	0.00	587,922.31	1,185,530.09	-597,607.78	1,216,000.00	-628,077.69	-51.7%
4750000 - Profit Share	0.00	0.00	7,500.00	0.00	85,911.12	-85,911.12	82,500.00	-82,500.00	-100.0%
4800000 - Marina Income	71,536.59	78,157.87	28,000.00	723,488.80	752,578.12	-29,089.32	793,360.00	-69,871.20	-8.8%
4850000 - RV Park	0.00	0.00	0.00	3,360.00	0.00	3,360.00	2,000.00	1,360.00	68.0%
Total Income	229,233.61	209,756.54	214,663.80	3,367,131.08	3,997,404.77	-630,273.69	4,394,661.80	-1,027,530.72	-23.4%
Cost of Goods Sold									
4900000 - Cost of Goods Sold	0.00	0.00	0.00	290,442.60	329,068.21	-38,625.61	340,000.00	-49,557.40	-14.6%
Total COGS	0.00	0.00	0.00	290,442.60	329,068.21	-38,625.61	340,000.00	-49,557.40	-14.6%
Gross Profit	229,233.61	209,756.54	214,663.80	3,076,688.48	3,668,336.56	-591,648.08	4,054,661.80	-977,973.32	-24.1%
Expense									
5000000 - Personal Service	90,626.20	88,509.32	119,115.51	1,415,161.22	1,442,395.50	-27,234.28	1,494,661.21	-79,499.99	-5.3%
605000a - Travel Expense	2,372.20	86.54	708.34	13,148.35	7,733.86	5,414.49	7,791.67	5,356.68	68.7%
610000a - Auto Expense	817.03	0.00	333.33	3,669.23	3,366.83	302.40	3,666.67	2.56	0.1%
611000a - Fuel expense	3,332.85	1,721.98	3,933.33	31,955.71	39,626.50	-7,670.79	43,266.67	-11,310.96	-26.1%
615000a - Office Supplies	6,812.65	931.19	5,250.00	54,814.33	61,016.92	-6,202.59	57,750.00	-2,935.67	-5.1%
6150200 - General Insurance Expense	27,884.59	28,439.29	29,046.92	310,282.97	306,754.47	3,528.50	319,516.08	-9,233.11	-2.9%
620000a - Advertising & Printing	944.12	3,028.84	3,333.33	26,142.09	41,266.94	-15,124.85	36,666.67	-10,524.58	-28.7%
625000a - Communications	919.03	797.39	916.67	10,590.63	8,292.50	2,298.13	10,083.33	507.30	5.0%
6260000 - FTZ expenses	0.00	0.00	83.33	2,150.00	1,895.00	255.00	916.67	1,233.33	134.5%
630000a - Fuel, Light & Power	3,764.07	7,305.27	5,166.67	81,652.70	57,330.45	24,322.25	56,833.33	24,819.37	43.7%
635000a - Household Supplies	2,914.29	1,019.32	2,208.33	24,155.47	22,342.72	1,812.75	24,291.67	-136.20	-0.6%
640000a - Payroll Taxes	9,155.25	8,300.76	11,639.42	249,175.08	221,501.27	27,673.81	254,673.08	-5,498.00	-2.2%
645000a - Health Insurances	21,346.05	16,189.61	30,000.00	279,240.67	236,299.36	42,941.51	330,000.00	-50,759.13	-15.4%
6500000 - ILA Pension	15,975.38	14,595.25	33,333.33	263,472.39	338,534.77	-75,062.38	366,666.67	-103,194.28	-28.1%
6520000 - CSEA Workbooks/Workclothes	0.00	0.00	83.34	1,192.76	783.07	409.69	916.67	276.09	30.1%
655000a - Special Supplies	4,983.23	3,888.18	6,250.00	83,602.95	85,463.47	-1,860.52	68,750.00	14,852.95	21.6%
655130a - Spec Supp & Ex - Metered Water	0.00	0.00	291.67	2,848.63	2,374.45	474.18	3,208.33	-359.70	-11.2%
6551500 - Spec Supp & Ex - Comm Support	0.00	0.00	1,062.50	10,800.00	12,725.00	-1,925.00	11,687.50	-887.50	-7.6%

Port of Oswego Authority
Income Statement
February 2025

	Period To Date				Year to Date				% Variance from Budget
	Feb 25	Feb 24	Budget	Actual	Prior	Prior	Budget	\$ Over Budget	
6560000 - Professional Services	4,375.00	24,296.42	11,166.67	146,344.04	191,881.99	-45,537.95	122,833.33	23,510.71	19.1%
6570000 - Marina Supp & Expenses	3,518.50	3,789.91	1,211.31	79,108.20	57,523.82	21,584.38	60,788.69	18,319.51	30.1%
6580000 - Education/Training	0.00	0.00	24.92	995.00	0.00	995.00	274.08	720.92	263.0%
6590000 - Technical Services	6,777.75	0.00	1,643.11	25,557.00	15,400.00	10,157.00	18,074.28	7,482.72	41.4%
660000a - Repairs & Maintenance	32,006.98	1,129.35	6,333.33	191,993.18	102,636.54	89,356.64	69,666.67	122,326.51	175.6%
6660000 - Repairs due to ILA accidents	0.00	0.00	0.00	0.00	6,314.36	-6,314.36	0.00	0.00	0.0%
6670000 - House Gasoline	0.00	0.00	0.00	1,619.18	1,296.21	322.97	0.00	1,619.18	100.0%
6700000 - Rentals	0.00	0.00	1,041.67	3,485.16	45,098.31	-41,613.15	11,458.33	-7,973.17	-69.6%
6700200 - Lease-Track Mobile	2,558.00	0.00	2,558.00	5,116.00	0.00	5,116.00	28,138.00	-23,022.00	-81.8%
6700300 - Lease - other equipment leases	0.00	13,184.00	14,488.00	23,196.00	21,409.00	1,787.00	165,058.00	-141,872.00	-85.9%
6700301 - Lease - vehicles	0.00	0.00	292.92	0.00	0.00	0.00	3,222.12	-3,222.12	-100.0%
6750000 - Write offs	0.00	0.00	0.00	0.00	1.36	-1.36	0.00	0.00	0.0%
6800000 - Museum	1,517.01	1,682.07	750.00	8,752.67	10,221.14	-1,468.47	8,250.00	502.67	6.1%
6850000 - Interest Expense	14,884.02	3,545.27	3,333.33	106,532.88	42,818.53	63,714.35	36,666.67	69,866.21	190.5%
6900000 - Freight Expense	442.01	58.12	458.33	2,863.36	17,664.09	-15,000.73	5,041.67	-2,378.31	-47.2%
Total Expense	257,926.23	222,497.08	296,057.61	3,459,418.05	3,401,968.43	57,449.62	3,620,828.06	-161,410.01	-4.5%
Net Ordinary Income	-28,692.62	-12,740.54	-81,393.81	-382,729.57	266,368.13	-649,097.70	433,833.74	-816,553.31	-188.2%
Other Income/Expense									
Other Income									
8999999 - Interest Income - Leases	2,887.79	2,211.34	0.00	36,033.96	25,718.60	10,315.36	0.00	36,033.96	100.0%
9000000 - Interest Income	385.10	4,972.69	3,000.00	24,601.28	47,701.59	-23,100.31	33,000.00	-8,398.72	-25.5%
9000001 - Grant - Agricultural Center	0.00	0.00	0.00	385,430.01	21,519.89	363,910.12	230,966.58	154,463.43	66.9%
9000011 - Grants - miscellaneous	0.00	1,142.98	0.00	0.00	1,142.98	-1,142.98	800.00	-800.00	-100.0%
9000014 - NYS Grant Pin 3935.59 ET Pier	0.00	117,071.73	0.00	36,258.94	325,024.54	-288,765.60	36,259.41	-0.47	0.0%
9000017 - FEMA DR 4348	0.00	0.00	0.00	3,281,269.14	311,209.66	2,970,059.48	4,149,175.85	-867,906.71	-20.9%
9000020 - Auction / Sale of equipment	0.00	0.00	0.00	0.00	265,000.00	-265,000.00	0.00	0.00	0.0%
9001400 - REDJ - Goble Marina	0.00	0.00	0.00	96,358.31	398,525.09	-302,166.78	181,223.04	-84,864.73	-46.8%
9001700 - NYS Grant Pin 3539.88 Track/Sto	0.00	0.00	0.00	181,782.11	0.00	181,782.11	0.00	181,782.11	100.0%
Total Other Income	3,272.89	125,398.74	3,000.00	4,041,733.75	1,395,842.35	2,645,891.40	4,631,424.88	-589,691.13	-12.7%
Other Expense									
9005500 - Amortization Expense	14,225.03	13,179.03	0.00	183,010.08	148,521.62	34,488.46	0.00	183,010.08	100.0%
Total Other Expense	14,225.03	13,179.03	0.00	183,010.08	148,521.62	34,488.46	0.00	183,010.08	100.0%
Net Other Income	-10,952.14	112,219.71	3,000.00	3,858,723.67	1,247,320.73	2,611,402.94	4,631,424.88	-772,701.21	-16.7%
Net Income	-39,644.76	99,479.17	-78,393.81	3,475,994.10	1,513,688.86	1,962,305.24	5,065,258.62	-1,589,264.52	-31.4%

Exhibit C-2

**Port of Oswego Authority
Imprest Bills**

February 6, 2025
W-125

C&S Engineers, Inc.

Professional Services - West Terminal Repairs (Construction Inspection)
from 10/26/2024-11/29/2024

\$45,705.17

\$45,705.17

**Port of Oswego Authority
Imprest Bills**

February 6, 2025
W-126

Burke's Do-it-Best Home Center	Key Cut for 3 Keys for Grain Electric Room	\$8.34
Cintas	Work Uniforms & Floor Mats	\$161.58
CIT Group Inc	Trackmobile Lease	\$2,558.00
Computer Outlet North, Inc.	New Computer for Office Staff, 10-Hour Service Agreement	\$1,599.00
DJ Murray Construction	Drop Ceiling in Human Resources Office	\$950.00
Glider Oil	Port Propane	\$448.50
NaGr #-05002 Gas & Elec New Garage	Electric Delivery & Supply (1 Account)	\$783.81
Paychex	Payroll Administration & Fees	\$964.10
Pups Lock & Key	Lock Replacement at Mechanics Garage	\$1,098.40
Shark Welding & Repair Service	Equipment Repair & Maintenance	\$3,840.00
CHECK TOTAL PAID		\$12,411.73

**Port of Oswego Authority
Imprest Bills**

February 11, 2025
W-127

AmVet Office Supplies, LLC	Office Supplies - Toner Cartridge, Copy Paper	\$183.52
Babcock Highway Supply, Inc.	Shop Use/Safety Items - Winter Jackets	\$300.00
Benefit Resource, Inc.	Pre-tax Monthly Administration Fee for January 2025 & Beniversal Card Activation	\$102.50
Bond, Schoeneck & King, PLLC	Legal Services - Scope of Work Grievance, through 12/31/2024	\$190.00
Butler Disposal Systems Inc	Trash & Recycle Service, Dumpster Rental, Container Lift, Fuel Surcharges	\$353.65
C & B Farm & Garden	Propane Refill to Thaw Rail Switch	\$14.82
Chirello Advertising	Advertising Services - Print Ad in Oswego County Today - Jan. 2025	\$944.12
City of Oswego Water - #000004-000	Water & Sewer for 1 East 2nd Street	\$468.48
City of Oswego Water - #006583-000	Lake Road Water Line	\$117.21
Computer Outlet North, Inc.	Monthly E-Mails & Cloud Back-up, & Monitoring Application	\$216.00
Ed & Ed Business Technology, Inc.	Contract Charge for Copier	\$124.43
Glider Oil	Port Propane	\$175.21
Haun Welding Supply Inc.	Cylinder Rental - January 2025	\$170.56
Hurtubise Tire, Inc.	Tire Repairs for the RT Forklift ML1/Loader	\$562.50
LEAF	Heavy-Duty Forklift Monthly Payment & Wheel Loader Monthly Payment	\$11,745.62
Lifetime Benefit Solutions, Inc.	COBRA Employer Subsidy	\$675.91
National Grid	Electric & Gas Supply & Delivery - 14 Accounts	\$11,648.51
PathFinder Bank - LOC (Goble/FEMA)	Interest Payment on LOC	\$9,041.77

**Port of Oswego Authority
Imprest Bills**

February 11, 2025
W-127

Raby's Ace Homecenter	60 LB Tube Sand - for Rear of Port Pick-Up Truck	\$56.65
Resilient Support Services, Inc.	Office Supplies - Office Chair	\$274.80
S&B Computer and Office Products, Inc.	Office Supplies - Port Water, USGS Water, Port Water Cooler Rental, USGS Water Cooler Rental, & Credits	\$289.23
Shark Welding & Repair Service	Equipment Repair & Maintenance - 644G, ML1, T-1, F-7, & F-10 Repairs	\$4,800.00
State Insurance Fund	Worker's Compensation Monthly Installment	\$1,550.92
Verizon Business	Cell Phones for Tom Schneider, Pat McMahon, Tammy DeCarr, & George Lundy	\$125.85
Wells Technology, Inc	Shop Use Items - Misc. Nuts & Bolts	\$1,564.05
WEX Inc.	Fuel for Port Vehicles	\$513.38
		<hr/> \$46,209.69

**Port of Oswego Authority
Imprest Bills**

February 18 - 19, 2025
W-129

American Great Lakes Ports Association		\$4,772.75
	Membership Dues - 1st Quarter 2025	
C&S Engineers, Inc.		\$11,079.12
	Professional Services 03/30/2024-01/03/2025 - Goble Dry Dock & Professional Services 11/30/2024-12/31/2024 - Lake Ontario Flooding	
Glider Oil		\$224.15
	Port Propane	
NaGr #-05002 Gas & Elec New Garage		\$746.82
	Electric Supply & Gas Supply & Delivery (1 Account)	
Pitney Bowes Purchase Power		\$201.00
	Postage Meter Refill	
Shark Welding & Repair Service		\$5,760.00
	Equipment Repair & Maintenance	
		<hr/>
		\$22,783.84

**Port of Oswego Authority
Imprest Bills**

February 18, 2025
W-132

WD Malone

WT Repairs Pay Apps #8

\$380,468.43

\$380,468.43

**Port of Oswego Authority
Imprest Bills**

February 21, 2025
W-135

Comptroller, State of New York		\$50,000.00
	2024-2025 Supplemental Agreement Payment	
		<hr/>
		\$50,000.00

**Port of Oswego Authority
Imprest Bills**

February 25, 2025
W-133

AmVet Office Supplies, LLC		\$118.58
	Office Supplies - Batteries, Post-It Notes, Copy Paper, Markers	
Business Council of NYS, Inc.		\$376.98
	Life, AD&D, & LTD Insurance	
Butler Disposal Systems Inc		\$110.00
	Container Lift & Fuel Surcharge	
Cintas		\$288.88
	Work Uniforms & Floor Mats	
CSEA Employee Benefit Fund		\$1,517.48
	Employee Dental & Vision Insurance	
Glider Oil		\$775.35
	Port Propane, Port Diesel	
GM Financial Leasing		\$292.92
	Monthly Equinox Lease Payment	
LEAF		\$156.99
	Copier Lease	
Lowe's		\$81.40
	Monthly Credit Card Charges	
Oswego Auto Parts		\$273.01
	Oil for the Trackmobile, Automatic Transmission Shift Tube for 2006 F-250	
PathFinder Bank - 2024 Chevy P/U		\$833.15
	Monthly Vehicle Loan Payment	
Paychex		\$891.25
	Payroll Administration & Fees	
Paychex		\$947.23
	Payroll Administration & Fees	
Resilient Support Services, Inc.		\$22.00
	Office Supplies - Web Cam	
SUNY Oswego		\$6,777.75
	Payroll for Probe Lab Students	
Taylor Northeast, Inc.		\$12,558.00
	Forklift Rentals (13 Rentals)	
		<hr/> \$26,020.97

**Port of Oswego Authority
Imprest Bills**

February 25, 2025
W-134

C&S Engineers, Inc.

Professional Services - West Terminal Repair (Construction Inspection),
Grain Handling (Construction Administration), Multi-Sector Permit &
SWPPP, Misc. Engineering Tasks, 2023 PFRAP (Track & Silo), &
East Marina Boat Hoist Wall (from 11/01/2024-01/17/2025)

\$59,224.37

\$59,224.37

Port of Oswego Authority
A/P Aging Summary
As of February 28, 2025

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
A.N. Martin Systems LLC	1,755.00	0.00	0.00	0.00	0.00	0.00	1,755.00
Aflac	834.66	0.00	0.00	0.00	0.00	0.00	834.66
Avaya Financial Services	2,145.50	0.00	0.00	0.00	0.00	0.00	2,145.50
Benefit Resource, Inc.	100.00	0.00	0.00	0.00	0.00	0.00	100.00
BJ's Wholesale Club Inc	375.00	0.00	0.00	0.00	0.00	0.00	375.00
Brady Systems	0.00	0.00	0.00	0.00	0.00	18,088.00	18,088.00
C & B Farm & Garden	25.55	0.00	0.00	0.00	0.00	0.00	25.55
C&S Engineers, Inc.	18,823.60	0.00	0.00	0.00	0.00	0.00	18,823.60
Cardiac Life Products, Inc.	0.00	840.00	0.00	0.00	0.00	0.00	840.00
Cintas	58.57	0.00	0.00	0.00	0.00	0.00	58.57
CIT Group Inc	2,558.00	0.00	0.00	0.00	0.00	0.00	2,558.00
City of Oswego Water - #005071-000	180.00	0.00	0.00	0.00	0.00	0.00	180.00
City of Oswego Water - #005430-000	180.00	0.00	0.00	0.00	0.00	0.00	180.00
City of Oswego Water - #005825-000	180.00	0.00	0.00	0.00	0.00	0.00	180.00
Davis Harrison Dion, Inc.	0.00	4,187.50	0.00	0.00	0.00	0.00	4,187.50
Glider Oil	1,986.65	0.00	0.00	0.00	0.00	0.00	1,986.65
Key Bank - B	3,397.63	0.00	0.00	0.00	0.00	0.00	3,397.63
LEAF	11,745.62	0.00	0.00	0.00	0.00	0.00	11,745.62
LexisNexis	618.00	0.00	206.00	0.00	0.00	0.00	824.00
Lindsey Aggregates, Inc.	740.03	0.00	0.00	0.00	0.00	0.00	740.03
Mohawk Global Logistics Corp	187.50	0.00	0.00	0.00	0.00	0.00	187.50
NaGr #-09104 Lighting-1 Gate, 1 NE Corner	119.07	0.00	0.00	0.00	0.00	0.00	119.07
NaGr #-38107 Gas Museum	463.62	0.00	0.00	0.00	0.00	0.00	463.62
NaGr #-38118 Marina - Unit B	641.95	0.00	0.00	0.00	0.00	0.00	641.95
NaGr #-39107 F&W	2,848.11	0.00	0.00	0.00	0.00	0.00	2,848.11
NaGr #-40109 Electric Derrick	20.09	0.00	0.00	0.00	0.00	0.00	20.09
NaGr #-41109 Electric Museum	652.59	0.00	0.00	0.00	0.00	0.00	652.59
NaGr #-47025 Marina - Pier B	36.10	0.00	0.00	0.00	0.00	0.00	36.10
NaGr #-74022 Vinegar Hill	20.71	0.00	0.00	0.00	0.00	0.00	20.71
NaGr #-83002 - 22 Mercer - Security Pole	29.36	0.00	0.00	0.00	0.00	0.00	29.36
Oswego Auto Parts	2,326.30	0.00	0.00	0.00	0.00	0.00	2,326.30
Palladium Times/Sample News Group Oswego	52.87	0.00	0.00	0.00	0.00	0.00	52.87
PathFinder Bank - LOC	1,768.80	0.00	0.00	0.00	0.00	0.00	1,768.80
PathFinder Bank - LOC (Goble/FEMA)	8,166.76	0.00	0.00	0.00	0.00	0.00	8,166.76
Pitney Bowes Global Financial Serv LLC	201.18	0.00	0.00	0.00	0.00	0.00	201.18
S&B Computer and Office Products, Inc.	588.09	0.00	0.00	0.00	0.00	0.00	588.09
Securitas Technology Corporation	0.00	0.00	0.00	4,861.92	0.00	0.00	4,861.92
Shark Welding & Repair Service	7,200.00	0.00	0.00	0.00	0.00	0.00	7,200.00
Spectrum Business (Marina)	130.00	0.00	0.00	0.00	0.00	0.00	130.00
Spectrum Business (Port)	175.00	0.00	0.00	0.00	0.00	0.00	175.00
Taylor Northeast, Inc.	11,015.14	0.00	0.00	0.00	0.00	0.00	11,015.14
TK Elevator Corporation	0.00	386.00	0.00	0.00	0.00	0.00	386.00
WD Malone	247,424.41	0.00	0.00	0.00	0.00	0.00	247,424.41
Wells Technology, Inc	181.52	0.00	0.00	0.00	0.00	0.00	181.52
WEX Inc.	412.55	0.00	0.00	0.00	0.00	0.00	412.55
TOTAL	330,365.53	5,413.50	206.00	4,861.92	0.00	18,088.00	358,934.95

Port of Oswego Authority A/R Aging Summary As of February 28, 2025

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
*Transient	0.00	0.00	0.00	756.00	0.00	3,098.62 ¹	3,854.62
Burke, Tom	1,150.00	0.00	0.00	0.00	0.00	0.00	1,150.00
Burkhart, Dave	0.00	1,125.00	0.00	0.00	0.00	0.00	1,125.00
Coffey, Greg	1,150.00	0.00	0.00	0.00	0.00	0.00	1,150.00
Creasy, Troy	0.00	1,300.00	0.00	0.00	0.00	0.00	1,300.00
DeLong, Frederick	0.00	-375.00	0.00	0.00	0.00	0.00	-375.00
Garcia, Joe	0.00	0.00	0.00	864.00	0.00	608.00	1,472.00 ²
General Services Admin.	9,016.41	0.00	0.00	0.00	0.00	0.00	9,016.41
Glencore LTD.	1,798.49	0.00	0.00	0.00	0.00	0.00	1,798.49
Goldman Sachs & Co	10,178.92	0.00	0.00	0.00	-0.01	0.00	10,178.91
GT Commodities (Gerald Metals)	1,930.90	12,071.79	0.00	0.00	0.00	0.00	14,002.69
Gunvor SA	36,791.67	0.00	0.00	0.00	0.00	0.00	36,791.67
Hartree Partners, LP	4,108.69	0.00	0.00	0.00	0.00	0.00	4,108.69
Heidelberg Materials (Lehigh)	0.00	-6,170.51	0.00	0.00	0.00	0.00	-6,170.51
Hogan, Edward II	0.00	1,300.00	0.00	0.00	0.00	0.00	1,300.00
Kerr, James	0.00	0.00	0.00	0.00	0.00	1,294.78 ³	1,294.78
Kirby Gregory	0.00	1,125.00	0.00	0.00	0.00	0.00	1,125.00
Krott, Kenneth	0.00	1,300.00	0.00	0.00	0.00	0.00	1,300.00
Lockwood, Jeremy	0.00	0.00	0.00	0.00	0.00	135.00 ⁴	135.00
Logistec Corporation	17,833.51	0.00	0.00	0.00	0.00	0.00	17,833.51
Manning, Greg	0.00	0.00	0.00	864.00	0.00	1,472.00	2,336.00 ⁵
Marubeni America Corp.	17,773.55	0.00	0.00	0.00	0.00	0.00	17,773.55
McKeil Marine	0.00	0.00	5,707.81 ⁶	1,475.50 ⁷	0.00	0.00	7,183.31
McKemmie, James	0.00	0.00	0.00	0.00	0.00	513.00 ⁸	513.00
Mohawk Global	2,645.76	0.00	0.00	0.00	0.00	0.00	2,645.76
Novelis-Oswego Works	0.00	10,106.25	5,537.50	0.00	0.00	0.00	15,643.75
Nutrien Ag Solutions - CPS	915.06	0.00	0.00	0.00	0.00	0.00	915.06
Oswego Expeditions/Destination Expedi...	0.00	0.00	0.00	-100.00	0.00	0.00	-100.00
Shark-Attach, LLC	0.00	425.00	425.00	325.00	0.00	0.00	1,175.00 ⁹
Staves, James	2,450.00	0.00	0.00	0.00	0.00	0.00	2,450.00
The DeLong Co., Inc.	1,165.12	0.00	0.00	0.00	0.00	0.00	1,165.12
WT Terminal Oswego, LLC	7,000.00	0.00	0.00	0.00	0.00	0.00	7,000.00
TOTAL	115,908.08	22,207.53	11,670.31	4,184.50	-0.01	7,121.40	161,091.81

1. Collections
2. Statement sent with letter
3. Making payments
4. Statement sent with letter
5. Left message and statement sent with letter
6. Received 3/3/25 & 3/19/25
7. Received 3/3/25
8. Left message and statement sent with letter
9. Received 3/4/25

Grants Receivable Summary
as of 2/28/2025

Project #		Name	Grant Receivable
FEMA 4348	37407	East & West Terminals	\$ 691,158.50
REDI Funds	19515	Goble Marina	\$ 242,644.18
PFRAP	3935.59	Goble Marina	\$ 100.10
DOT	3935	Agricultural Center	\$ 311,749.19
DOT	3935.65	East Terminal Track Rehab	\$ 2,729.07
DOT	3935.88	PFRAP - Addl. Track & Storage	\$ 77,028.19
			<u>\$ 1,325,409.23</u>

Port of Oswego Authority
Loan Summary
as of February 28, 2025

<u>Name</u>	<u>Loan Balance</u>	<u>Available</u>	<u>Rate</u>
NYS first advances	\$ 3,355,925.71	\$ -	0.000%
Pathfinder Bank - LOC	\$ 62,274.30	\$ 437,725.70	7.500%
Pathfinder Bank - LOC FEMA/REDI	\$ 950,000.00	\$ 450,000.00	7.500%
Note Payable - SANY Forklift	\$ 363,783.40	\$ -	7.750%
Note Payable - 2024 Chevy Silverado	\$ 38,534.65	\$ -	6.875%
Note Payable - SANY Wheel Loader	\$ 209,748.46	\$ -	6.750%

Port of Oswego Authority
Schedule of Assets
 As of February 28, 2025

	<u>Cost</u>	<u>Accum. Depr.</u>	<u>Net Book Value</u>
Fixed Assets			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	-8,623,469.11	5,451,358.64
1502050 · Land & Land Impr-Held for Lease	1,720,082.91	-166,594.00	1,553,488.91
1502100 · Alcan Water Line	1.00	0.00	1.00
1502300 · Bldgs & Improvem-Capital Assets	8,515,160.43	-6,906,904.54	1,608,255.89
1502350 · Bldgs & Improvem-Held for Lease	4,060,508.32	-2,445,921.00	1,614,587.32
1502400 · Office Equipment & Furniture	489,831.94	-468,900.46	20,931.48
1502500 · Operating Equipment	3,526,931.91	-2,451,505.33	1,075,426.58
1502501 · Equipment - Marina	316,721.60	-238,569.00	78,152.60
1502550 · Lease Assets	569,146.74	-158,555.00	410,591.74
1502600 · Computer Software	32,872.24	-32,872.24	0.00
Total Fixed Assets	33,306,084.84	-21,493,290.68	11,812,794.16

Port of Oswego Authority
YTD Sales Report
April 2024 through February 2025

Income	Apr '24 - Feb 25	%	Apr '23 - Feb 24	%	\$ Change
4000000 · Storage					
4000100 · Storage - Novells	0.00	0.0%	5,000.00	0.1%	-5,000.00
4002800 · Storage - Marubeni	50,772.89	1.5%	32,568.67	0.8%	18,204.22
4002900 · Storage - Glencore	45,521.05	1.4%	56,209.06	1.4%	-10,688.01
4003000 · Storage - Goldman Sachs	67,709.79	2.0%	22,058.52	0.6%	45,651.27
4003300 · Storage - ARG Intl.	33,575.51	1.0%	0.00	0.0%	33,575.51
4003400 · Storage - Mercuria	794.18	0.0%	26,462.66	0.7%	-25,668.48
4003500 · Storage - Mitsubishi	2,998.93	0.1%	155.89	0.0%	2,843.04
4003600 · Storage - The Andersons	0.00	0.0%	91,280.72	2.3%	-91,280.72
4003900 · Storage - Kuehne & Nagel	0.00	0.0%	290.05	0.0%	-290.05
4004100 · Storage - SQC Metals	82,369.39	2.4%	0.00	0.0%	82,369.39
4004200 · Storage - Gunvor	50,845.92	1.5%	0.00	0.0%	50,845.92
4004300 · Storage - Hartree Partners	8,827.07	0.3%	0.00	0.0%	8,827.07
4004400 · Storage - The DeLong Co.	21,948.50	0.7%	0.00	0.0%	21,948.50
4004500 · Storage - GT Commodities	24,930.47	0.7%	0.00	0.0%	24,930.47
4005000 · Storage - Miscellaneous	17,700.00	0.5%	29,100.88	0.7%	-11,400.88
4006100 · Storage - IXM	20,761.14	0.6%	65,297.78	1.6%	-44,536.64
Total 4000000 · Storage	428,754.84	12.7%	328,424.23	8.2%	100,330.61
4100000 · Dockage					
4100100 · Dockage - Algoma Central	3,771.69	0.1%	11,315.07	0.3%	-7,543.38
4100200 · Dockage - Lehigh (Heidelberg)	24,439.94	0.7%	21,891.20	0.5%	2,548.74
4102200 · Dockage - New England Steamship	0.00	0.0%	20,210.68	0.5%	-20,210.68
4102700 · Dockage - McKeil Marine	18,600.48	0.6%	29,272.08	0.7%	-10,671.60
4102900 · Dockage - WT Terminal	6,349.20	0.2%	3,663.00	0.1%	2,686.20
4105000 · Dockage - Miscellaneous	4,250.00	0.1%	3,725.00	0.1%	525.00
Total 4100000 · Dockage	57,411.31	1.7%	90,077.03	2.3%	-32,665.72
4200000 · Wharfage					
4200100 · Wharfage - Nutrien Ag	8,112.62	0.2%	17,995.16	0.5%	-9,882.54
4200200 · Wharfage - Lehigh (Heidelberg)	66,500.28	2.0%	66,375.96	1.7%	124.32
4202500 · Wharfage - Marubeni	26,043.28	0.8%	29,805.07	0.7%	-3,761.79
4202700 · Wharfage - Glencore	10,363.61	0.3%	29,344.10	0.7%	-18,980.49
4203100 · Wharfage - Goldman Sachs	0.00	0.0%	22,817.14	0.6%	-22,817.14
4203300 · Wharfage - IXM	0.00	0.0%	39,171.39	1.0%	-39,171.39
4203500 · Wharfage - Mercuria	0.00	0.0%	9,724.64	0.2%	-9,724.64
4203600 · Wharfage - WT Terminal Oswego	8,845.82	0.3%	5,271.50	0.1%	3,574.32
4203900 · Wharfage - Gunvor	2,859.11	0.1%	0.00	0.0%	2,859.11
4205700 · Wharfage - Mitsubishi	14,295.72	0.4%	0.00	0.0%	14,295.72
4205800 · Wharfage - Hartree Partners LP	2,858.61	0.1%	0.00	0.0%	2,858.61
4205900 · Wharfage - ARG	3,573.05	0.1%	0.00	0.0%	3,573.05
Total 4200000 · Wharfage	143,452.10	4.3%	220,504.96	5.5%	-77,052.86
4300000 · Loading and Unloading					
4300200 · Loading and Un - Nutrien Ag	25,569.78	0.8%	49,350.05	1.2%	-23,780.27
4300300 · Loading and Un - Novelis	1,190.95	0.0%	2,320.00	0.1%	-1,129.05
4304900 · Loading and Un - Glencore	72,462.59	2.2%	75,545.45	1.9%	-3,082.86
4305000 · Loading and Un - Miscellaneous	2,545.60	0.1%	1,560.00	0.0%	985.60
4305100 · Loading and Un - Marubeni	100,120.38	3.0%	91,560.22	2.3%	8,560.16
4305400 · Loading and Un - Goldman Sachs	6,409.27	0.2%	61,316.87	1.5%	-54,907.60
4305600 · Loading and Un - ARG Int.	9,833.09	0.3%	0.00	0.0%	9,833.09
4305700 · Loading and Un - IXM	47,495.35	1.4%	49,230.82	1.2%	-1,735.47
4305800 · Loading and Un - Mercuria	0.00	0.0%	35,368.65	0.9%	-35,368.65
4305900 · Loading and Un - Mitsubishi	46,586.06	1.4%	911.07	0.0%	45,674.99

Port of Oswego Authority
YTD Sales Report
April 2024 through February 2025

Income	Apr '24 - Feb 25	%	Apr '23 - Feb 24	%	\$ Change
4306100 · Loading and Un - Anderson	0.00	0.0%	85,472.39	2.1%	-85,472.39
4306300 · Loading and Un - Kuehne&Nagel	0.00	0.0%	6,765.00	0.2%	-6,765.00
4306400 · Loading and Un - Spliethoff	0.00	0.0%	15,987.53	0.4%	-15,987.53
4306500 · Loading and Un - DSV Air & Sea	0.00	0.0%	12,164.47	0.3%	-12,164.47
4306600 · Loading and Un - SQC Metals	15.00	0.0%	0.00	0.0%	15.00
4306700 · Loading and Un - Gunvor	137,628.87	4.1%	0.00	0.0%	137,628.87
4306800 · Loading and Un - The Delong Co.	21,942.64	0.7%	0.00	0.0%	21,942.64
4306900 · Loading and Un - GT Commodities	1,945.90	0.1%	0.00	0.0%	1,945.90
4307200 · Loading and Un - Hartree Ptnrs	10,804.89	0.3%	0.00	0.0%	10,804.89
4307300 · Loading and Un - Rio Tinto	6,825.00	0.2%	0.00	0.0%	6,825.00
Total 4300000 · Loading and Unloading	491,375.37	14.6%	487,552.52	12.2%	3,822.85
4400000 · Rental					
4400200 · Rental - DeLong, Fred	4,125.00	0.1%	4,125.00	0.1%	0.00
4400300 · Rental - Novells	23,911.47	0.7%	23,623.15	0.6%	288.32
4400500 · Rental - General Svces Admin	107,789.56	3.2%	97,649.83	2.4%	10,139.73
4400600 · Rental - Lehigh (Heldelberg)	64,411.38	1.9%	64,438.36	1.6%	-26.98
4402400 · Rental - Vinegar Hill, LLC	954.91	0.0%	14,762.33	0.4%	-13,807.42
4402600 · Rental - Nutrien Ag	82,214.99	2.4%	82,250.34	2.1%	-35.35
4403100 · Rental - H.Lee White Museum	3,300.00	0.1%	3,300.00	0.1%	0.00
4403300 · Rental - Fitzgibbons site	300,000.00	8.9%	177,000.00	4.4%	123,000.00
4403400 · Rental - Shark-Attach Office	4,675.00	0.1%	4,675.00	0.1%	0.00
4403500 · Rental - WT Terminal Oswego LLC	67,598.52	2.0%	67,598.52	1.7%	0.00
4403600 · Rental - Shop Units (Marina)	700.00	0.0%	1,100.00	0.0%	-400.00
4405000 · Rental - Miscellaneous	3,300.00	0.1%	1,100.00	0.0%	2,200.00
Total 4400000 · Rental	662,980.83	19.7%	541,622.53	13.5%	121,358.30
4500000 · Misc Income					
4500200 · Misc Income - Novelis	19,920.00	0.6%	5,840.00	0.1%	14,080.00
4501900 · Misc Income - Demurrage reimbur	-2,085.00	-0.1%	1,050.00	0.0%	-3,135.00
4502000 · Misc Income - Labor	121,368.07	3.6%	143,546.05	3.6%	-22,177.98
4504900 · Misc Income - Metered Water	367.29	0.0%	280.71	0.0%	86.58
4505000 · Misc Income - Other	72,968.84	2.2%	91,198.54	2.3%	-18,229.70
4505400 · Misc Income - Security East	55,846.32	1.7%	61,398.87	1.5%	-5,552.55
4505600 · Misc Income - BIDCO	0.00	0.0%	1,890.00	0.0%	-1,890.00
Total 4500000 · Misc Income	268,385.52	8.0%	305,204.17	7.6%	-36,818.65
4600000 · Stevedoring					
4601200 · Stevedoring - New Eng Steamship	0.00	0.0%	15,000.00	0.4%	-15,000.00
4601800 · Stevedoring - Marubeni	262,797.34	7.8%	261,935.49	6.6%	861.85
4601900 · Stevedoring - Glencore	97,113.50	2.9%	258,283.26	6.5%	-161,169.76
4602400 · Stevedoring - Goldman Sachs	0.00	0.0%	203,712.68	5.1%	-203,712.68
4602500 · Stevedoring - IXM	0.00	0.0%	345,380.93	8.6%	-345,380.93
4602600 · Stevedoring - McKeil Marine	6,991.25	0.2%	5,525.00	0.1%	1,466.25
4602700 · Stevedoring - Mercuria	0.00	0.0%	90,949.84	2.3%	-90,949.84
4602800 · Stevedoring - Mitsubishi	133,959.92	4.0%	0.00	0.0%	133,959.92
4603100 · Stevedoring - Hartree Partners	26,786.93	0.8%	0.00	0.0%	26,786.93
4605000 · Stevedoring - Miscellaneous	33,481.76	1.0%	4,742.89	0.1%	28,738.87
4606100 · Stevedoring - Gunvor	26,791.61	0.8%	0.00	0.0%	26,791.61
Total 4600000 · Stevedoring	587,922.31	17.5%	1,185,530.09	29.7%	-597,607.78
4750000 · Profit Share	0.00	0.0%	85,911.12	2.1%	-85,911.12
4800000 · Marina Income	723,488.80	21.5%	752,578.12	18.8%	-29,089.32
4850000 · RV Park	3,360.00	0.1%	0.00	0.0%	3,360.00
Total Income	3,367,131.08	100.0%	3,997,404.77	100.0%	-630,273.69

Exhibit D



**ENERGY SERVICES PROGRAM
NEW YORK ENERGY MANAGER AND
UTILITY BILL INTEGRATION SERVICES AGREEMENT**

This NY Energy Manager and Utility Bill Integration Services Agreement (this "Agreement"), dated _____, is entered into by and between POWER AUTHORITY OF THE STATE OF NEW YORK, a corporate municipal instrumentality of the State of New York with offices located at 123 Main Street, White Plains, New York 10601 ("Authority") and with _____, a _____ ("Customer") offices located at _____ ("Customer").

WHEREAS, Public Authorities Law §1005(17) permits the Authority, as deemed feasible and advisable by the Trustees, to finance and design, develop, construct, implement, provide and administer energy-related projects, programs and services for any public entity and certain other specified entities; and the Trustees have authorized the Authority's Energy Services Program ("ESP") to include, among other things, energy efficiency projects and services; and

WHEREAS, as part of its ESP offerings, the Authority has established a program under which it provides utility bill integration ("UBI") services to collect and process utility electronic billing data from entities such as electric, natural gas, propane, water, and similar utilities and upload to the New York Energy Manager ("NY Energy Manager") platform for access by Customer ("UBI Services Program"); and

WHEREAS, Public Authorities Law §1005(17) permits Customer, a public entity, to enter into an energy services contract with the Authority for such energy-related projects, programs and services as authorized by Public Authorities Law, including services provided under the UBI Services Program; and Customer desires to engage the Authority to provide such services under its UBI Services Program and enter into this Agreement as more particularly set forth herein; and

WHEREAS, the Authority established BuildSmart 2025 as an extension of BuildSmart NY to support achieving the goals of the New York State Climate Leadership and Community Protection Act (CLCPA) through its New York Energy Manager and UBI Services Program.

NOW, THEREFORE, Authority and Customer (sometimes referred to herein collectively as the "Parties" and individually as a "Party"), in consideration of the mutual covenants and conditions contained herein and in these recitals, hereby agree as follows:

DESCRIPTION OF SERVICES

The Authority will provide the following services (the "Services") through Authority employees and/or an entity engaged by the Authority, at its discretion, through its procurement policies, procedures and guidelines to perform all or a part of the Services ("Service Provider"):

1. NY Energy Manager Platform Access

The NY Energy Manager platform is web-based browser that allows the Customer to view their energy data and provides analytic tools to identify and capture discrete energy and cost savings

opportunities across the Customer's portfolio of facilities. Key functions of the NY Energy Manager platform include:

- 1.1. Access to Customer's electronic utility data;
- 1.2. Data visualization through analytics, graphs, and charts;
- 1.3. Trackers to identify energy savings resulting from capital and/or operational projects implemented by Customer.
- 1.4. One hour of initial Customer onboarding and training provided by NY Energy Manager staff conducted via a video conferencing platform.
- 1.5. Technical and customer support related to the NY Energy Manager Platform will be provided by Authority staff and/or its Service Provider. Support will be available Monday to Friday, 9:00 am to 5:00 pm Eastern Time via phone and/or email during the term of this Agreement.

2. Utility Bill Integration

- 2.1. UBI Services automates the collection, standardization, and delivery of the Customer's electronic utility account data directly into the NY Energy Manager platform from entities such as electric, gas, water, waste, and similar utilities and other data on the behalf of the Customer. UBI Services include the following:
 - 2.1.1. One-time hierarchy analysis and set-up of each utility account ingested and associated facilities.
 - 2.1.2. Access to the Authority's third-party UBI service provider platform to enroll utility accounts.
 - 2.1.3. Electronic link of utility accounts and ingestion of up to one (1) year of historical utility data from Effective Date, as available.
 - 2.1.4. Monthly ingestion of updated electronic utility data (after historical ingestion). Available data will be displayed via the NY Energy Manager platform.
 - 2.1.5. A summary of the Customer's energy use ("Energy Snapshot") using available data. The Energy Snapshot will be delivered by email to the Customer monthly. The Energy Snapshot will include:
 - i. Energy consumption, cost, and peak load (as available) for previous month for each linked account
 - ii. Total sum of energy consumption and cost for all linked accounts.
 - iii. Month-over-month and year-over-year comparison of energy use.
 - iv. If gross square footage is provided and peak load is available, respective utility use intensity and load factor.
- 2.2. Both parties acknowledge that Authority's ability to provide the Services is predicated on the Customer's utility having a website with bill data and electronic access to that account that is accessible using normal web traversal methods. Authority shall not be obligated to provide data for any Customer that does not have electronic access to such a website, or to provide data elements for a given utility if that data is not available on the utility's website.
- 2.3. The parties understand and agree that utilities may periodically make changes to their billing systems and websites. If any utility makes such a change that impacts Authority's or its Service Provider's ability to access and provide data to Customer, Authority will notify Customer of the nature of such change, the impact it will have on the ability to provide data from that utility and the steps that Authority is taking to address the situation.
- 2.4. If a utility charges a transaction fee in order to access the required data, then the Authority will promptly notify Customer of such fee and will not obligate Authority or its Service Provider to pay such fee without Customer's prior written approval and agreement to reimburse the Authority such fee, if applicable.

CUSTOMER REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

1. Customer is authorized to provide the data to the Authority and/or its Service Provider and Authority and/or its Service Provider is authorized to collect data on behalf of the Customer for analytical, trending, business intelligence, or other appropriate services, and for other purposes permitted by law.
2. Customer hereby authorizes the Authority and its Service Provider to use its credentials to access its utility account information and use such information in connection with its transaction with the Authority and to utilize the information for any purpose permitted by law.
3. Customer is responsible for securely managing access credentials (e.g. username and password) for the Services and shall contact the Authority and/or the Authority's Service Provider if Customer becomes aware of any unauthorized access to its accounts or unauthorized disclosure of said access credentials. Customer shall cooperate with Authority and/or its Service Provider as necessary to comply with those processes or procedures required by law or by the utilities from which Authority and/or its Service Provider will obtain data in order to ensure that the Authority and/or its Service Provider is authorized to collect, process and transmit the data to provide the Services as set forth in this Agreement.
4. Customer shall coordinate with the Authority to ensure data connections are maintained to minimize gaps in data collection, provide staff members to attend Customer onboarding training, provide utility account access, and all necessary authorization for the Authority and its Service Provider and facilitate the resolution of any account access issues between the Authority's Service Provider and the Customer.
5. In addition to the obligations set forth herein, Customer shall provide Authority and/or its Service Providers with such assistance as may be required to perform the Services. This may include, but is not limited to, providing access to the Customer's facility(ies), information such as historical utility data, maintenance logs, existing feasibility studies, reports, equipment drawings or any other information or services reasonably requested by Authority and/or Service Providers.

COMPENSATION AND PAYMENT

1. The "Service Subscription Fee" reimburses the Authority for the Services provided by Authority under this Agreement. The Service Subscription Fee is set forth in Attachment 1, attached.

TERM AND TERMINATION

1. This Agreement shall become effective on the date first written above (the "Effective Date") and terminate on March 31, 2026.
2. Either party may terminate this Agreement by giving written notice to the other party upon a material breach by the other party of any of its representations, warranties or obligations under this Agreement that remains uncured for a period of thirty (30) days after receipt of written notice of such breach from the non-defaulting party. Authority may terminate this Agreement immediately in the event Customer has violated any law applicable to the Services or in the event any new legal or regulatory provisions make the particular services not viable.
 - 2.1. Upon any termination or expiration of this Agreement Customer shall promptly cease using the Services.

- 2.2. Customer acknowledges and agrees that Authority and/or its Service Provider may immediately deactivate or delete Customer's account and all related information and files in Customer's account and/or prohibit any further access to all files and the Services by Customer.
- 2.3. Customer agrees that neither Authority nor its Service Provider shall be liable to Customer or any third party for any termination of Customer's access to the Services.

WARRANTIES, DAMAGES, LIABILITY

EXCEPT AS EXPRESSLY SET FORTH HEREIN, AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, MADE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ERROR-FREE USE, OR FITNESS FOR A PARTICULAR PURPOSE.

To the fullest extent permitted by law, Authority shall not be liable to Customer, for any indirect, special, incidental, or consequential damages of any kind (including without limitation, any loss of property or equipment, loss of profits or revenue, loss of use of equipment or power systems, cost of capital, cost of purchased or replacement power or temporary equipment, including additional expenses incurred in using existing facilities) related to or arising in connection with this Agreement, regardless of the form of action (whether in contract, tort or otherwise), even if Authority has been advised of the possibility of such damages.

In no event shall Authority's total liability (whether in contract, tort or otherwise) for all claims relating to the Services exceed \$1,000.

INTELLECTUAL PROPERTY RIGHTS

1. Neither Party shall acquire, directly or by implication, any ownership of any Intellectual Property Rights of the other Party. "Intellectual Property Rights" means any and all intellectual property rights, including, but not limited to rights in any and all of the following: (i) technical information and know-how; (ii) discoveries, improvements, enhancements, upgrades, inventions, (whether or not patentable); (iii) patents, patent applications, patent disclosures, and any other patentable subject matter; (iv) copyrights, applications to register copyrights, works of authorship and any other copyrightable works; (v) trademarks, trade names, trade dresses, brand names, logos and similar marks; (vi) any sketches, drawings, outlines, drafts; (vii) computer software (including source code, executable code, databases, data and related documentation); (viii) trade secrets and know-how; and (ix) all improvements or modifications to any of the foregoing.
2. Authority reserves all rights not expressly granted to Customer in this Agreement. Subject to the rights granted to Customer, Authority and/or its Service Provider owns and retains all right, title, and interest in and to the following: (a) the Services, the related website and code, and all other software, hardware, technology, documentation, and information provided by Authority and/or its Service Provider in connection with the Services; (b) all aggregated or anonymized information generated from Customer's Data; (c) all ideas, know-how, and techniques that may be developed, conceived, or invented by Authority and/or its Service Provider during its performance under this Agreement; (d) any other information created by or originating from the Services; and (e) all worldwide patent, copyright, trade secret, trademark and other Intellectual Property Rights in and to the property described in (a), (b), (c) and (d) above.

ELECTRONIC DATA

1. Definitions:

- 1.1. "Data" refers to data, metadata, data elements, identifiers, data models, data structures, databases, information, files, documents, materials, content, libraries, code, scripts, algorithms, and any items similar to any of the foregoing, that are collected by the Authority in connection with its NY Energy Manager program.
 - 1.2. "Processed Data" means any data, information, work product, report, model or document produced, created or prepared at any time by the Authority that is a derivative work, compilation, combination, analysis, interpretation, repackaging, or reformatting of the Data.
2. The Customer hereby grants to the Authority a perpetual, non-exclusive, irrevocable, royalty-free, transferable, sublicensable license to use the Data for any and all purposes, including without limitation, the purpose of: (i) providing the Services, including a right to access, copy, store, record, reproduce, backup, transmit, maintain, display and use or process Data to the extent necessary in conducting the NY Energy Manager program; (ii) improving the overall NY Energy Manager program and program offerings; (iii) quality control and troubleshooting the NY Energy Manager program; (iv) debug software problems and provide technical support to Customer; (v) creating Processed Data; and (vi) any purpose of the Authority.
3. The Authority may share the Data with third parties in the following manner: (i) Processed Data, as well as aggregated or anonymized Data, may be shared with third party vendors associated with the NY Energy Manager program that offer energy-related services; and (ii) Processed Data, as well as Data (whether or not aggregated or anonymized) may be shared with energy or utility industry organizations, educational and/or research institutions or laboratories, other distribution utilities, and similar organizations, for any purpose, including without limitation, to conduct energy-related studies, to analyze new services, to evaluate traffic on the grid, etc.
4. The Authority shall be the sole owner of all right, title and interest in and to the Processed Data, and reserves all rights, title and interest in and to the Processed Data, including all related intellectual property rights. The Customer shall not (i) permit any third party to access the Processed Data except as permitted herein; (ii) create derivative works based on the Processed Data; (iii) copy, frame or mirror any part or content of the Processed Data, other than copying or framing on the Customer's own intranets or otherwise for its own internal business purposes; (iv) reverse engineer the Processed Data; or (v) access the Processed Data in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Processed Data.
5. The Authority will take and implement appropriate technical and organizational measures in accordance with the National Institutes of Standards and Technology Cyber Security Framework to protect the Data against accidental or unlawful destruction or accidental loss or alteration, or unauthorized disclosure or access, or other unauthorized processing (the "Security Measures"). The Authority may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire agreement between Authority and Customer concerning the Services, and supersedes all prior negotiations, representations, contracts and agreements concerning the Services. This Agreement may be amended only in writing signed by an authorized officer or designee of Authority and Customer.

2. **Force Majeure.** Authority shall not be responsible for delays or failures in performance resulting from occurrences beyond its reasonable control including, but not limited to, acts of God, strikes, walkouts, acts of war, epidemic, or any law, regulation, or action of any court or governmental authority, fire, malfunctions in communication lines or computer hardware, power failures, or other events caused by those not party to this Agreement.
3. **Notices.** All notices permitted or required hereunder shall be in writing and transmitted either: (i) via certified or registered United States mail, return receipt requested; (ii) by personal delivery; (iii) by expedited delivery service; or (iv) by e-mail, with a copy sent via U.S. Mail.

Such notices shall identify the Agreement to which it relates, and be addressed as follows or to such different addresses as the Parties may from time-to-time designate in accordance herewith:

To Authority:

NEW YORK POWER AUTHORITY
NEW YORK ENERGY MANAGER

Name:

Title:

Address: 123 Main Street
White Plains, NY 10601

E-Mail Address:

To Customer:

Name:

Title:

Address:

Email Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of email, upon receipt. The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving 15 days written notice to the other Party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement.

4. **No Waiver.** The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
5. **Assignment.** This Agreement may not be assigned, transferred, or conveyed by the Customer without the prior written consent of the Authority. Any attempted assignment, transfer or conveyance without such consent shall be entirely void ab initio and have no force or effect.
6. **Governing Law; Venue.** This Agreement and any and all disputes arising in connection herewith shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than New York. Any action at law, or in equity, for the enforcement of this Agreement or any dispute arising in connection herewith shall be instituted only in a court of competent jurisdiction located in the County of Albany, State of New York.
7. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with, or give any claim or right of action in favor of, any third party against Authority.

8. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, and such other provisions shall remain in full force and effect.
9. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
10. Counterparts. This Agreement may be executed in counterparts via inked signature or electronic mark, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The fully executed Agreement may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the effective date first written above.

POWER AUTHORITY OF THE STATE OF
NEW YORK

DRAFT

Exhibit E



e-mail address:
info@abo.ny.gov

STATE OF NEW YORK
Authorities Budget Office
P.O. Box 2076
Albany, NY 12220-0076
WWW.ABO.NY.GOV

Local: 518-474-1932
Toll Free: 800-560-1770

January 27, 2025

Thomas Schneider
Interim Executive Director
Port of Oswego Authority
1 East 2nd Street
Oswego, New York 13126

Dear Thomas Schneider:

The Authorities Budget Office (ABO) is authorized to assist public authorities improve management practices and the procedures by which their activities and financial practices are disclosed to the public. Pursuant to Section 2800 of Public Authorities Law, state and local authorities are to make documents pertaining to their mission, current activities, annual financial reports, budgets, and independent audit reports accessible to the public on the authority's official or shared website. To assist state and local authorities meet their disclosure and reporting obligations, the ABO has issued Policy Guidance No. 22-01: "Posting and Maintaining Reports on Public Authority Websites". This guidance provides a checklist of policies, reports, and other information that the Authority should maintain online in accordance with the Public Authorities Reform Act of 2009 and other provisions of law.

Between November 27, 2024 and November 29, 2024, we reviewed the Port of Oswego Authority's (Authority) website. Our review was limited to verifying that the required information is posted on the Authority's website and did not address the substance of these documents. Our review focused on current information and required data for the fiscal year ending March 31, 2024. We have concluded the Authority needs to make additional required information available on its website. Please review the attached findings and take the appropriate action so that all information required under Section 2800 of Public Authorities Law is available online and easily accessible to the public.

Please provide us with a written confirmation that you have fully addressed these concerns by March 10, 2025. You may view Policy Guidance No. 22-01 at www.abo.ny.gov. Please contact us if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ann Maloney', written in a cursive style.

Ann Maloney
Acting Director

Enclosure

cc: Francis Enwright, Chair, Port of Oswego Authority

Review of Port of Oswego Authority's Website

Information To Be Posted on Public Authority's Website	Posted on Website (Yes/No)
Mission Statement	Yes
Enabling Statute	Yes
By-laws	Yes
Code of Ethics	Yes
Conflict of Interest Policy	No
Whistleblower Policy	Yes
Organization Chart – including, at a minimum, the Authority's executive structure and major organizational units	Yes
Report on Operations and Accomplishments – including a description of the Authority's operations, completed and active projects, as well as any material changes in Authority operations and programs	Yes, but not 2023
Subsidiaries, Affiliates, and Major Authority Units and required subsidiary reports per statute	N/A
List of Board Members, including appointing entity, appointment dates, and term	Yes, but appointment dates and terms for each member not included
Each Authority board member's current employment and professional background	Yes
List of Committees and Committee Members	Yes
Executive Management Team - including professional background and qualifications	Yes, but background and qualifications not included
Authority Performance Measures	Yes, should be reviewed annually
Annual Performance Evaluation indicating status of Performance Measures	Yes
Authority Schedule of Debt	Yes, included in audit but should be separate
Management's Assessment of the Authority's Internal Control Structure and Procedures - including a description of operating and financial risks and any policies to mitigate risk	No
Board meeting schedule	Yes
Board meeting notice	Yes
Board agendas	Yes
Board packets	No
Board meeting minutes	Yes
Board meeting webcasting and video recordings	Yes
Board Resolutions	No
Committee meeting schedule	No
Committee meeting notice	No
Committee meeting agendas	No
Committee meeting packets	No
Committee meeting minutes	No, only one meeting posted for 2024
Committee meeting webcasting and video recordings	No
Annual Budget Report and details of 4-year financial plan	Yes
Annual Independent Certified Financial Audit	Yes
Independent Auditor's Report on Internal Controls over Financial Reporting	Yes
Independent audit management letter	Yes
List of grants provided - including grant recipient's name and address, the purpose of the grant, date awarded, and amount awarded	N/A

List of loans provided - including borrower's name and address, loan purpose, date awarded, amount issued, term of the loan, repayment status, principal repaid and amount outstanding as of the end of the fiscal year	N/A
List of bonds issued - including bond recipient's name, amount of bonds issued, purpose of bonds, and current amount outstanding as of the end of the fiscal year	N/A
Property Acquisition Policies	No
Property Disposition Policies	No
List of Real Property owned by the Authority	Yes
Personal Property Transactions	Yes
Real Property Transactions	No, property report only includes personal property transactions
Policies for the procurement of all goods and services	Yes
Annual Procurement Report	No
Authority's Procurement Officer	Yes
Investment Policies	Yes
Annual Investment Report - including the investment audit results and management letter, record of investment income, list of fees paid for investment services, and explanation of any amendments to the Investment Policy	Yes
Fee Schedules (if applicable) of any service or administrative fees charged	No
Current Year Official Statements or similar bond documents	N/A

*Review conducted by the Authorities Budget Office between November 27, 2024 and November 29, 2024