



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

Monday, May 20, 2024

4:00 PM Meeting

AGENDA

- 1. Call to Order**
- 2. Motion 05-20-2401: To move to executive session for discussion of ILA negotiations and property transfer.**
- 3. Motion 05-20-2402: To resume regular session.**
- 4. Motion 05-20-2403: To approve the Minutes of the 04-15-2024 regular monthly meeting (Exhibit A).**
- 5. Administrative Operational Report: (Exhibit B)**
- 6. Administrative Financial Reports: (A) Primary and (B) Subsidiary**
Motion 05-20-2404: To accept April's Primary Financial Reports and Subsidiary Financial Reports.
 - A. Primary Financial Reports: (Exhibit C-1)**
 - Cash Position**
 - Balance Sheet**
 - Profit & Loss Statement**
 - Marina Profit & Loss Statement**
 - B. Subsidiary Financial Reports: (Exhibit C-2)**
 - Monthly Bills**
 - Accounts Payable**
 - Accounts Receivable**
 - 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

- a. Executive Committee**
- b. Audit and Finance Committee**
- c. Governance Committee**
- d. Planning and Development Committee**

9. Old Business

10. New Business

- **Motion 05-20-2405**: To review and approve contract with C&S Companies for engineering services that was previously awarded by the Board through competitive bid in March 2023, and to authorize the Executive Director to sign and complete any and all paperwork, and to administer the contract with approval of Board Counsel (Exhibit D).
- **Motion 05-20-2406**: Review and approval of Minority and Women’s Business Enterprise (WMBE) Procurement Strategy (Exhibit E).
- **Motion 05-20-2407**: Review and approve the adoption of Service-Disabled Veteran Owned Business (SDVOB) Goal Plan (Exhibit F).
- **Motion 05-20-2408**: To review and approve the New York State Department of Transportation Grant Agreement for the Electric Railcar Mover, Comptroller Contract #DR39098, Project Identification #3935.89.301, which the Board hereby approves and agrees to first instance of the project funds and adhere to the terms of the agreement, and to authorize the Executive Director to sign and complete any and all paperwork, and administer the grant (Exhibit G).

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

Motion 05-20-240 : To

Motion 05-20-240 : To

12. Motion 05-20-240 : To adjourn the regular monthly meeting.

**Next Regular Monthly Board Meeting is scheduled for
Wednesday, June 26, 2024 @ 4:30pm**

MISSION STATEMENT

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Exhibit A

PORT OF OSWEGO AUTHORITY
Regular Monthly Meeting
Monday, April 15, 2024

CALL TO ORDER: Ms. Cosemento called the meeting to order at 4:37 PM.

PRESENT: Constance Cosemento - Vice Chairperson, Stan Delia, Tom Schneider, Dr. John Kares Smith, Kathleen Macey, and William Scriber - Executive Director.

ALSO PRESENT: Pat McMahon - Supervisor of Development & Maintenance and Kim Natoli - Port Employee.

PRESENT ON ZOOM: Francis Enwright - Chairperson.

ABSENT: Diane Zeller.

APPROVAL OF MINUTES

Motion 04-15-2401: A motion was made by Mr. Schneider to approve the minutes of the March 27, 2024 regular monthly meeting and annual meeting. Motion was seconded by Mr. Delia. Motion passed. 5-Aye, 0-Nay.

ADMINISTRATIVE OPERATIONAL REPORT

Mr. Scriber, Executive Director, presented the Administrative Operational Report to the Board and addressed any questions or comments.

Report Topics:

Monthly operations update – March 2024

Update on projects:

- Monthly Report – included.
- Harborfest – Harbor Festivals is requesting sponsorship, similar to last year's sponsorship.
- Aluminum – Evans Spirit at dockside today, with the Alouette Spirit (barge) due to arrive next week, which is the beginning of shipping season; this will begin to generate revenue from ship traffic.
- Reach Stacker – was concluded on March 29, 2024 and now reviewing six (6) bids; will have to complete bid tabs to ensure that the bids are compliant with bid requirements with both state and federal government.
- Goble Marina Bathhouse Renovations – Employees Pat McMahon, Tammy DeCarr, Gary DeCarr, Jim Miner, and Mr. Scriber created a punch list of tasks that have to be completed. Currently supplies are being ordered, water is being installed, and a thorough clean-up of the property. Costs will be kept within budget.
- West Terminal Repairs – groundbreaking ceremony that occurred on April 9, 2024, that Mr. Delia and Ms. Macey attended. There was an issue with the turbidity curtain, which is placed around the dock, and brought to the Port's attention by Lehigh Cement (Heidelberg Materials) and WT Oswego. The issue was resolved with buoys and a change order was approved on Friday.

- FTZ Customer – possible new FTZ customer, will release as soon as a signed warehouse agreement is obtained.
- Solar Eclipse – uneventful for the Port; not overrun with people and security personnel did a great job.

DISCUSSIONS ON TOPICS FROM ADMINISTRATIVE OPERATIONAL REPORT

Mr. Delia inquired about the potential new FTZ customer. Mr. Scriber stated that they are still in the process to finalize agreements.

ADMINISTRATIVE FINANCIAL REPORTS

Motion 04-15-2402: A motion was made by Mr. Delia to accept the March financial reports as presented. Motion seconded by Ms. Macey. Motion passed. 5-Aye, 0-Nay.

Primary Financial Reports

Cash Position
Balance Sheet
Profit & Loss Statement

Subsidiary Financial Reports

Monthly Bills
Accounts payable
Accounts Receivable
Loan Summary
Schedule of Assets
Sales Report

Mr. Schneider commented on the fiscal year-end financial statements. The cash position remains relatively strong, receivables are low and so are payables, however the Port is just coming into the shipping season so there is not much activity yet. Review of income statements (profit & loss statements), and expenses were higher than budget. Other income expense category is driven by projects and timing of grants.

Chairman's Report: Mr. Enwright commented on the resolution that was brought forward by the Mayor of Oswego (Robert Corradino), who has been supportive, cooperative, and understanding of the Port. The Mayor was disappointed when the resolution was not forwarded, and he still understands that the Port still needs to have means of egress. Mr. Enwright also notified and prepared the Mayor of Oswego about the roof on Dome 4 being installed (the fabric being pulled over the steel beams, heavy equipment, lifts, activity, etc. in case any resident had any questions). Mr. Enwright reiterated that the Mayor stated that the Port won the necessary lawsuit on Dome 4 and he had no issues with the work being performed on Dome 4. Mr. Enwright acknowledged the work of Mr. Scriber and Ms. Cosemento in keeping the Mayor updated with projects.

COMMITTEE REPORTS:

Executive Committee: No report per Ms. Cosemento.

Audit and Finance Committee: No report per Mr. Schneider.

Governance Committee: No report per Dr. Kares Smith, however he did thank Human Resources employee Ms. Meghan Wahrendorf for providing him with a copy of the employee handbook.

Planning and Development Committee: No report per Ms. Macey.

OLD BUSINESS:

None.

NEW BUSINESS:

Review sponsorship for 2024 Oswego Harborfest, which takes place July 25-28, 2024.

Mr. Scriber explained that Mr. Harrington requested the same donation as last year (\$10,000.00), and usually the Port's sponsorship is at East Park (Washington Square). This donation typically is made in June. Ms. Cosemento inquired if the West Pier would be used during Harborfest; Mr. Scriber stated that it wouldn't be used due to the construction/repairs being completed (this construction project needed to be done this year, that the Port has reached the time-limit of accessing the federal money as FEMA only allows the project to go for so long, and the Port has already requested two extensions). Mr. Delia inquired about the timeline for the West Terminal repairs; Mr. Scriber stated that the project has started and will be closed off until late September or early October.

Motion 04-15-2403: A motion was made by Mr. Schneider to authorize the Executive Director to donate \$10,000.00 to Harborfest. Motion seconded by Ms. Macey. Motion passed. 5-Aye, 0-Nay.

Mr. Schneider inquired on the additional informational items that were included in the Board's meeting binder (Code of Ethics and Whistleblower Policy). Mr. Scriber stated that the Audit and Finance Committee, along with the Governance Committee will need to review policies and one large policy that will need to be reviewed are the by-laws; the by-laws are outdated, they no longer speak to the operation as it is today, and there needs to be a thorough review of them, in conjunction with the financial items that the Audit and Finance Committee is completing because the Port is changing its operations. Mr. Schneider requested a list of all the policies and which period they should be reviewed in the future. Ms. Cosemento requested that each Board member have a copy of the policies. Mr. Scriber stated that each Board member will get a tabbed book with the policies in them.

Mr. Scriber explained that the year 2022 was the most revenue and tonnage ever at the Port. When year 2021 (which was a normal year without windmill projects) is compared to 2023 (which was another normal year without windmill projects), the Port saw a 26.6% increase from 2021 to 2023 (excluding the year 2022 which was a statistical flyer) which proves in the Port's normal business, normal operations are increasing a lot. This year, the Port is on track to keep increasing tonnage; this is total tonnage, not just water tonnage, but includes rail and truck tonnage. The Port is receiving more rail product and rail tonnage, which is important because the Port is on track to do what exactly the Comprehensive Plan states, is to increase the Port's tonnage which means that sometimes the Port's

expenses are increasing as well (fixing, renting, and buying) to meet that demand, however it is a positive thing because the Port is moving more tonnage, meaning more employment, more support of commercial and industrial operations – the Port is doing its mission.

Dr. Kares Smith inquired whether the Port of Oswego is reflective of other port's our size. Mr. Schneider stated that a comparable group must be established, and the uniqueness of the business model must be taken into consideration. Mr. Scriber stated that the Port of Oswego is the last stevedoring port on the Great Lakes; the Port does two things, and it is difficult to compare to other ports– the Port owns the equipment, calls labor, obtains business (the majority of revenue is unloading product, storing product, and transloading the product). This is not the model that is easily comparable. Mr. Delia stated that the Port is in the operations business and if the Port foresees a future being a standard port (following a different business model, i.e. renting warehouse space), and if there is support from the state for grants to expand with warehousing. Mr. Scriber cited the Port submitting a Infrastructure Development Program (PIDP) grant, for a new 24,000–28,000 square foot climate-controlled warehouse where the barrel building is currently located. This is included in the Comprehensive Plan, and there could be potential renters/leasers with this. The state supports the Port in a competitive way (i.e. PFRAP grant) to improve loading/off-loading capabilities at silo and add additional rail track on the Port property. And finally, the business model the Port currently has, as long as there is a good leadership team, works, and has great benefits and a model the Port has had since 1961.

EXECUTIVE SESSION

Motion 04-15-2404: A motion was made by Mr. Schneider to enter executive session at 5:18 PM for discussion on property and personnel issues. Motion seconded by Mr. Delia. Motion passed. 5-Aye, 0-Nay.

Motion 04-15-2405: A motion was made by Dr. Kares Smith to resume the regular meeting at 6:41 PM. Motion seconded by Ms. Macey. Motion passed. 5-Aye, 0-Nay.

ADJOURNMENT

Motion 04-15-2406: A motion was made by Mr. Delia to adjourn the regular monthly meeting at 6:42 PM. Motion seconded by Dr. Kares Smith. Motion passed. 5-Aye, 0-Nay.

Kathleen Macey, Secretary/Treasurer

Exhibit B



Administrative and Operations Report

May 2024

William W. Scriber, Executive Director

- Monthly (April 2024) operations update – see attached
- Oswego-Detroit Short Sea Shipping Study – on going
- Aluminum – Evans Spirit on 05/16/2024, Algoma Innovator on 05/15/2024
 - slow start due to present volume onsite after a record year
- Reach Stacker – completing bid tabs
- Goble Marina Restrooms – ongoing
- West Terminal Repairs – ongoing
- FTZ customer – signed 216 Form
- PIDP Grant – submitted, see attached
- New roof on the Marina Bathhouse (eastside)
- Refurbish/painting at Marina Restroom (eastside)
- Oswego County Micron Strategy Steering Committee – member
- Visit from representatives from Alouette Aluminum Mill
- St. Lawrence Seaway Development Corporation – marketing video on May 10th
- New York State Freight Plan – member
- Visit from Leadership Oswego County
- Dome 4 – nearing completion
- Rail Grant \$1.8 million – ZERO match by the Port!

TO: BOARD OF DIRECTORS
 FROM: George Lloyd
 SUBJECT: April 2024 Activity Report

Totals						
	# In	# Out	Total # In/Out	MT In	MT Out	Total MT In/Out
Trucks	0	212	212	0.000	6245.808	6245.808
Railcars	0	0	0	0.000	0.000	0.000
Vessels	0	0	0	2498.904	0.000	2498.904
Grand Totals	0	212	212	2498.904	6245.808	8744.712

	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	2585.84	2345.833	Outbound	Trucks	73
Grain	Anderson's Soybeans	0.00	0.000	Inbound	Trucks	0
	Anderson's Soybeans	0.00	0.000	Inbound	Railcar	0
	Anderson's Soybeans	0.00	0.000	Outbound	Trucks	0
	Anderson's Soybeans	0.00	0.000	Outbound	Railcar	0
	Anderson's Soybeans	0.00	0.000	Outbound	Vessel	0
	Anderson's Corn	0.00	0.000	Inbound	Trucks	0
	Anderson's Corn	0.00	0.000	Inbound	Railcar	0
	Anderson's Corn	0.00	0.000	Outbound	Trucks	0
	Anderson's Corn	0.00	0.000	Outbound	Railcar	0
Anderson's Corn	0.00	0.000	Outbound	Vessel	0	
Aluminum	Marubeni	1652.66	1499.284	Inbound	Vessel	1
	Marubeni	0.00	0.000	Inbound	Railcar	0
	Marubeni	2220.76	2014.638	Outbound	Trucks	62
	ARG	0.00	0.000	Inbound	Vessel	0
	ARG	0.00	0.000	Inbound	Trucks	0
	ARG	0.00	0.000	Inbound	Railcar	0
	ARG	89.15	80.875	Outbound	Trucks	4
	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	0.00	0.000	Outbound	Trucks	0
	Goldman	0.00	0.000	Outbound	Railcar	0
	Concord	0.00	0.000	Inbound	Vessel	0
	Concord	0.00	0.000	Outbound	Trucks	0
	Concord	0.00	0.000	Outbound	Railcar	0
	Concord	0.00	0.000	Inbound	Railcar	0
Concord	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	1707.38	1548.908	Outbound	Trucks	58
	Mitsubishi	0.00	0.000	Outbound	Trucks	0
	Mitsubishi	0.00	0.000	Inbound	Trucks	0
	Mitsubishi	1101.88	999.620	Inbound	Vessel	1
	Mitsubishi	0.00	0.000	Inbound	Railcar	0
	Mercuria	0.00	0.000	Inbound	Vessel	0
	Mercuria	0.00	0.000	Inbound	Trucks	0
	Mercuria	0.00	0.000	Outbound	Trucks	0
	Mercuria	0.00	0.000	Outbound	Railcar	0
	Mercuria	0.00	0.000	Inbound	Railcar	0
	Alcoa	0.00	0.000	Inbound	Vessel	0
	Novelis Ingots	0.00	0.000	Inbound	Vessel	0
	Novelis Ingots	281.70	255.554	Outbound	Trucks	15
	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

https://www.oswegocountynewsnow.com/news/port-moves-ahead-with-controversial-storage-building-after-years-of-delays/article_6748a5b2-00ca-11ef-b0d5-1b73a9c84960.html

TOP STORY

Port moves ahead with controversial storage building after years of delays

By KEN STURTZ ksturtz@palltimes.com

Apr 23, 2024

1 of 4



Dome 4 is pictured under construction Thursday at the Port of Oswego Authority on the east side of the city of Oswego. Storage facility for salt and potash has been delayed for years by litigation, but is nearing completion.

Ken Sturtz photo

OSWEGO — Construction on the Port of Oswego Authority's storage structure known as Dome 4 is nearing completion after a bitter legal fight, years of delays and complaints about it blocking the view of the city's historic lighthouse.

In response to photos and comments posted on social media, the port authority issued a news release saying the recent activity was to cover the metal framework of the unfinished structure.

“Construction of this storage building was delayed two years ago because of litigation which resulted in an additional environmental review which has now been resolved,” said Bill Scriber, port authority executive director, in a news release. “The partial covering was the first step in moving forward with completing this project.”

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Dome 4 — intended to be dome-shaped until delays and supply chain issues due to the COVID-19 pandemic forced a redesign — is a metal A-frame structure about 70 feet high. Its roof and sides are supposed to be covered with fabric strips.

Scriber said a contractor recently tried installing the fabric strips to figure out if they are still usable after having spent two years in storage and determined that they are.

The port authority previously tore down what was known as Dome 1 to build its massive grain storage silo. Dome 4 is meant to take the place of Dome 1 and be used for the bulk storage of salt and potash, which is used as an agricultural fertilizer.

The project attracted considerable complaints because it became clear as construction began that the Dome 4 structure would block scenic views of the West Pierhead Lighthouse and Lake Ontario from portions of the east side of the city of Oswego, including East First Street.

The city — which has had an often-contentious relationship with the port authority over issues large and small — sued in July 2021, claiming that the design for Dome 4 was materially altered in both size and shape after the port authority's board approved a negative declaration under the State Environmental Quality Review Act (SEQRA).

The SEQRA process requires a sponsoring or approving governmental body to identify and reduce any significant environmental impact of a development.

The SEQRA process is intended to consider social and economic factors with equal weight to environmental and ecological impact.

The city argued the port authority's planning and approval lacked transparency and that the port authority failed to properly navigate the approval process, specifically by building a larger structure than was approved. The port authority argued the legal challenge came too late, that the city failed to prove a violation occurred and that there was no substantive difference between the smaller and larger structures, which shifted from 55 feet to 70 feet high.



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Lowest priced {year} electric SUVs - Deals for seniors. See top prices.

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State Supreme Court Justice Gregory Gilbert granted a restraining order in September 2021, finding that the port authority bypassed state environmental review laws by changing the scope and design of Dome 4. Construction was halted until a new environmental review was completed.

The port authority began the environmental review process from scratch, and its board declared a negative declaration under SEQRA at a meeting in September 2023, allowing construction to continue on the project.

While construction on Dome 4 was halted, the situation between the city and the port authority appeared to be improving.

Mayor Rob Corradino, who took office in January, said one of his goals was cultivating a better relationship with the port authority and improving communication.

But in March, a carefully crafted request by Corradino to modify part of East First Street to accommodate oversized loads from the port authority fell apart when city councilors, who peppered port authority officials with questions, decided not to bring it to a vote.

After the request failed, Corradino said he still wanted the city to have a good working relationship with the port authority, but completion of Dome 4 appears likely to anger many of the councilors whose support the mayor was seeking on the East First Street project.

Scriber said the completion of Dome 4 means the port authority, which has a roughly \$500 million-a-year economic impact on the local and regional economy, will be able to accommodate and attract new business.

“It also means more well-paying jobs and more positive economic impact for Oswego and our region,” he said. “In fact, over the past two years, the Port has had to pass on bidding on some large projects because this additional storage space wasn’t available.”



Electric Cars for Seniors Sale

Lowest priced {year} electric SUVs - Deals for seniors. See top prices.

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Corradino did not immediately return a phone message Monday.

Ken Sturtz

https://www.oswegocountynewsnow.com/news/port-explores-alternate-plan-for-oversized-loads-in-oswego/article_771a2668-0710-11ef-91f5-d73711c318c8.html

TOP STORY

Port explores alternate plan for oversized loads in Oswego

By KEN STURTZ ksturtz@palltimes.com
May 1, 2024

1 of 3



The Port of Oswego moved over 11,000 tons of specialty freight in 2023. These included components for a new lithium battery recycling facility in Rochester, components for a Novelis production line update, and a giant transformer (picture for a local nuclear power plant).

Photo provided

OSWEGO — Since city councilors opted not to vote on a request by the Port of Oswego Authority to modify part of East First Street to accommodate oversized loads, the port authority has been considering a new plan.

ADVERTISING



The port authority's requested changes would have allowed oversized loads to leave its entrance on East Second Street in Oswego, turn onto East Cayuga Street and then onto East First Street, allowing access to state Route 104.

Instead, the port authority has asked an engineer with C&S Companies to review the feasibility of using a different route out of the port authority that has been used in the past.

The alternative route would allow the port authority's oversized loads to leave via a road that skirts the port authority's marina and connects directly to East First Street, Bill Scriber, the port authority's executive director, said at a board meeting in March. Trucks would then have a straight shot to state Route 104.

Scriber said C&S wanted to review upgrades that were done to the road when new docks were installed at the adjacent marina. It is also reviewing load and width capabilities of the road before designing a draft plan.

East First Street between state Route 104 and the port authority's entrance was constructed to handle truck traffic and was designated by the state Department of Transportation two decades ago as an access highway for larger vehicles. Scriber said he didn't think the route was ever undesignated by the state Department of Transportation.

"It is a truck route and we own the property, so we don't have to ask the city for anything," he said.

In March, Mayor Rob Corradino presented a resolution to the Administrative Services Committee of the Oswego Common Council that would have removed 15 feet of median and a section of bump-out sidewalk on East First Street at a cost of \$30,000.

A similar measure was tabled in July 2023, and Corradino told the councilors that the new resolution represented eight months of meetings and negotiations between the port authority and the city. He said the two sides went through four different versions of modifications to East First Street, scaling them down until they reached the current proposal.

Dozens of trucks carrying cargo leave the port via East First Street every day, but the changes would have once again allowed special oversized loads up to 80 feet long and 16 feet wide to leave the port. Oversized loads represent about 5% of trucks leaving the port.

The route had previously accommodated oversized loads, but in 2021 the city spent \$150,000 in federal stimulus money to reduce East First Street to one northbound lane and one southbound lane separated by a median that expands into two lanes before the intersection with state Route 104. The project was part of larger redevelopment efforts on the east side and was intended to calm traffic, introduce green space and create more parking.

Scriber previously said that the port authority repeatedly requested to be involved with the planning, but received no response from the city.

The city and the port authority have had an often-contentious relationship over the years, most notably over the construction of a storage structure known as Dome 4. Both sides became involved in a bitter legal fight that delayed the project for years before it resumed this year.

But Corradino, who took office in January, pledged to develop a better relationship with the port authority.

Corradino's request to modify East First Street drew vehement opposition from George "Buddy" Broadwell Sr. and his son Shane Broadwell, who own two hotels, a restaurant, an event center and the new Splash Indoor Water Park on East First Street. They raised issues about pedestrian safety, especially given the influx of tourists to the water park, and said the port authority had another route to the east that trucks could leave by.

The request also drew an icy response from city councilors, despite some of them having been involved in the meetings between the port and city.

At the board meeting in March, Scriber said the easterly route around Lake Ontario it had used several years ago to move massive windmill components wasn't feasible and that it would take years of environmental and other approvals to build a permanent road there.

Scriber said the port authority couldn't simply sit idle until that route is developed, noting that it is bidding on several oversized load projects.

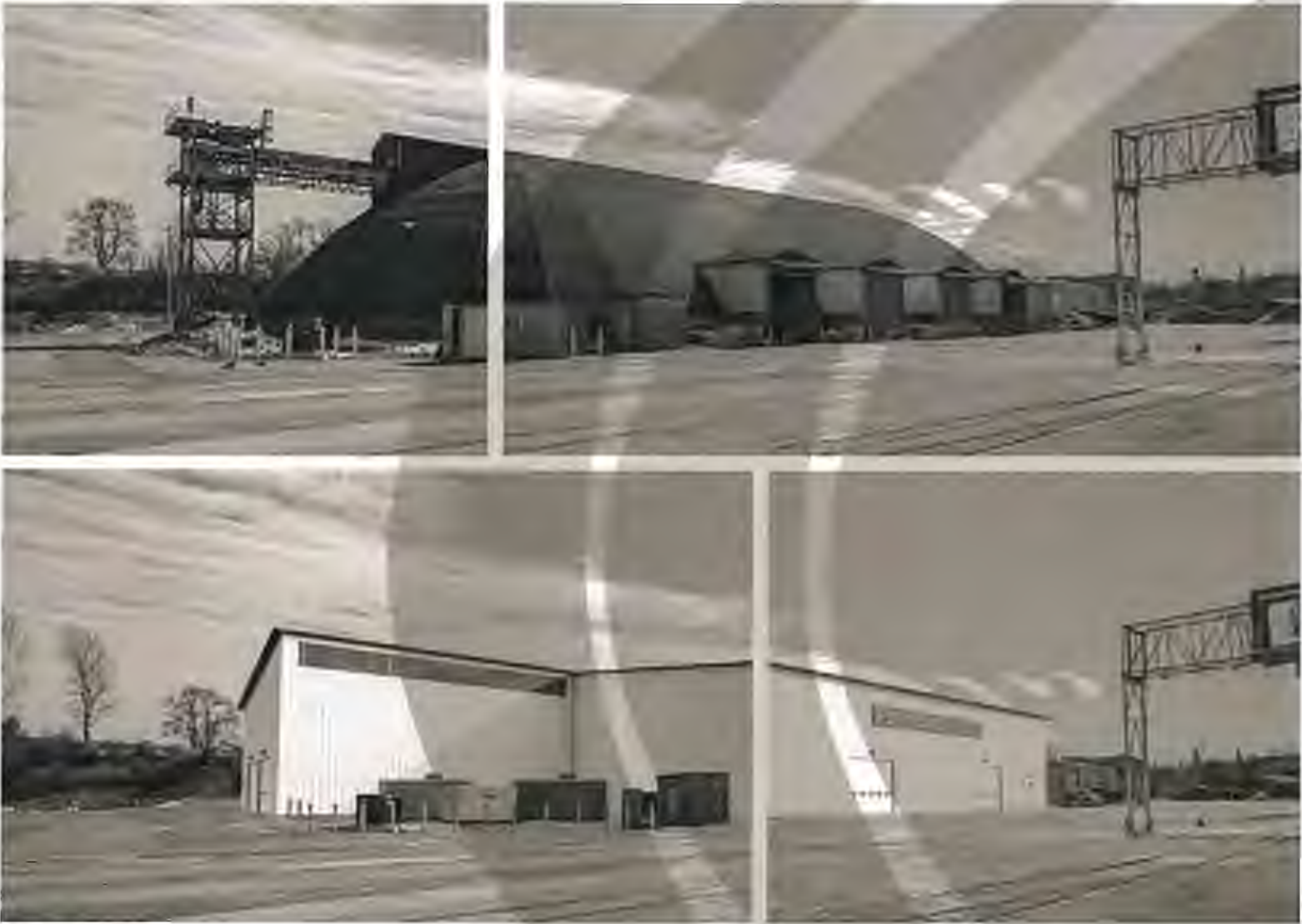
The port, a not-for-profit state authority, is a major economic engine, generating more than \$500 million of economic activity for upstate New York in 2022.

"You can't just stop the port from doing international commerce," Scriber said. He added that by restricting the port authority, the city is hurting its economy and the broader regional economy.

Ken Sturtz



New York State's only Port on Lake Ontario



Warehouse Modernization

PIDP Grant Application

William W. Scriber
Executive Director
Port of Oswego Authority
1 East 2nd Street
Oswego, New York 13126
Cell (315) 963-9015
Ph. (315) 343-4503 ext. 109



Project Narrative

Introductory Information

<i>Name of lead applicant</i>	Port of Oswego Authority
<i>Is the applicant applying as a lead applicant with any joint applicants?</i>	No
<i>Does the applicant or joint applicant own the property where the grant-funded improvements will occur?</i>	Yes
<i>Is the applicant seeking funding under the small project at a small port set-aside?</i>	Yes
<i>Project Name:</i>	Warehouse Modernization
<i>Project Description:</i>	This project will fund demolition of a 40,000 sf outdated oval barrel building, construct a 28,900 sf climate-controlled warehouse in the footprint of the existing barrel building, install a backup generator for resilience, and update an adjacent guard house.
<i>Is this a planning project?</i>	No
<i>Is this a project at a coastal, Great Lakes, or inland river port?</i>	This is a Great Lakes project. The Port of Oswego is on Lake Ontario.
<i>Is this project located in a noncontiguous State or U.S. territory?</i>	No
<i>Geographic Coordinates:</i>	43° 27' 49.08" N, 76° 30' 35.08" W
<i>Is this project in an urban or rural area?</i>	rural
<i>Project Zip Code</i>	13126
<i>Is the project located in a Historically Disadvantaged Community (HDC)</i>	Yes – The project is located entirely in Census Tract # 36075021605, which is a Historically Disadvantaged Community.
<i>Has the same project been previously submitted for PIDP funding?</i>	No
<i>Is the applicant applying for other Federal discretionary grant programs in 2024 for the same work or related scopes of work?</i>	No
<i>Has the applicant previously received TIGER, BUILD, RAISE, FASTLANE, INFRA, USMHP, or PIDP funding?</i>	TIGER FY 2014
<i>PIDP Grant Amount Requested</i>	\$11,250,000
<i>Total Project Cost</i>	\$23,499,092
<i>Total Federal Funding</i>	\$11,250,000
<i>Total Non-Federal Funding</i>	\$12,249,092



<i>Will the applicant be seeking approval to expend funds prior to grant agreement execution?</i>	No
<i>Will RRIF or TIFIA funds be used as part of the project financing?</i>	No
<i>Does the applicant use LOGINK or a similar logistics platform provided or sponsored by the People's Republic of China or Chinese state-affiliated entities?</i>	No

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Attachments:

Submitted as Attachments on Grants.gov

- Standard Form 424
- Standard Form 424C
- Renderings
- Detailed Project Budget
- Detailed Project Schedule
- Letters of Support
- Port of Oswego Funding Commitment
- Port of Oswego Approved Budget
- Warehouse Revenue Model





I: Project Description

The Port of Oswego's (Port) is New York State's and the U.S.'s only port on Lake Ontario. The Port's **Warehouse Modernization Project** (the project) is essential to sustain future growth, improve operational efficiencies of freight handling, meet customer demand for improved facilities, and support economic development in the region. The Port proposes to replace an existing 40,000 sf oval shaped barrel building (circa 1980) with a modern, Net-Zero energy and carbon emissions, sustainably designed, climate-controlled warehouse space needed for intermodal freight transfer storage. The existing structure will be demolished and a 28,900 sf steel framed building will be constructed in its footprint, as seen in the attached renderings. A guard house adjacent to the project site on the east will also be replaced.

The existing 40,000 sf timber-framed structure, previously used for grain storage, has been in continuous use since being constructed in the 1980s with no major upgrades performed: only as-needed maintenance and emergency repairs. In 2013 the South end collapsed due to snow and wind damage and was repaired. The roof was repaired in 2008 but currently needs replacing as many shingles are missing and in bad shape as seen in the picture to the right. In its current state, the building is at the end of its useful life and has no resilience to even a moderate weather event.

In 2021 the Port completed the construction of a 22,000 metric ton grain storage and handling facility, replacing the storage of grain in this structure. Since then, the space has been underutilized. The Port proposes to efficiently utilize this space by repurposing it as climate-controlled warehouse needed for storage of weather sensitive freight.



After a structural evaluation by the Port's on call engineer, it was determined to be more cost effective to demolish the existing structure and construct a modern warehouse as opposed to renovating the existing building, which is not suitable for climate-controlled storage. The demolition of the existing structure will be done as environmentally responsible as practical as detailed in Section V.E. Climate Change and Sustainability. Demolition will include removing the asphalt floor and concrete foundations.

Dockside climate-controlled warehouse space is very limited in the Great Lakes and there is none at the Port of Oswego or on the U.S. side of Lake Ontario.

As part of the project, the Port will actively research and approach firms or non-profits who could re-cycle or re-purpose part or all of the wooden building to avoid placing as much material as possible in the Bristol Hill Landfill in Oswego County.

The design of the building will be simple and functional, using a steel framed, metal-clad structure with a standard warehouse height of 30'. Sustainable features will include a tight and well-insulated thermal envelope; an all-electric HVAC system for heating, cooling, and dehumidification; LED lighting with smart controls, and approximately 250 kilowatts of battery-connected solar panels for renewable energy production and short-term electrical back-up. Two enclosed truck bays will be situated in the northeast corner of the building for the protected loading/unloading of freight during inclement weather and to serve as an air lock between the exterior and the climate-controlled storage area.

The Port of Oswego is a major gateway to commerce in the State of New York, particularly for agricultural and manufacturing industries that are key to local and regional economic prosperity. Recent federal, state, and private commitments to invest in cutting-edge technologies include microchip fabrication, wind energy, and hydrogen. The expansion in these and other industries will substantially increase regional demand for materials and equipment, many of which will be shipped by boat and require careful handling and climate-controlled storage.

Currently the Port does not have any climate-controlled space but has received several requests from customers. It would be able to immediately fill the entire building upon completion, effectively using Port real estate and improving the safety, efficiency, and reliability of the movement of goods through the Port. This storage would not be intended for refrigerated products but would be designed for products sensitive to humidity and temperature with temperature ranges from above freezing to 70 degrees. While the proposed building is 28,900 sf of that 22,500 sf would be climate-controlled storage space with the enclosed truck bays making up the remaining square footage.

To accommodate the increase in freight and the new warehouse space, two material handlers are included as a component of the project. The Port proposes to acquire one material handler designed for coils and drums and a second designed for containers. These handlers will be critical in the movement of freight entering and exiting the warehouse as well as positioning freight within the warehouse for storage. These material handlers will provide lifting solutions for fast turnaround times, high productivity and reliability, and complete flexibility while having low maintenance costs and fuel consumption. These handlers will travel into and out of the warehouse with ease, providing an efficient way to move containers, coils, or drums.



As part of the resilience plan for the new facility, a backup generator is included in the project to build in resiliency for lengthier power outages. The generator will power both the warehouse, sustaining essential operating conditions, and the agricultural silo next to the warehouse, for time-sensitive ship loadouts, allowing the Port to continue climate-controlled storage and cargo transfer. The Port intends to use backup batteries with stored energy from solar production for short term electrical outages to reduce the dependency on the backup generator. However, the Port does anticipate longer electrical outage events, largely due to severe winter storms and other extreme weather, which would require a fossil-generated solution.



Figure 1- Aerial photo showing project site

The guard house is adjacent to the project site on the east to monitor incoming traffic; ensure personnel, asset, and freight safety and security; and coordinate transportation movement. The existing guard house is a small, outdated building functional for one security worker with no amenities. It is poorly heated and cooled and does not contain a restroom. Security needs have changed over the years, and the existing structure was never intended to house security personnel. With present-day security needs, security personnel are stationed in the guard house during normal business hours. The project proposes to replace the existing structure with a prefabricated building in the same location suitable for two workers and including HVAC, upgraded lighting, insulated walls, tinted sliding windows, and a restroom in the design.

As a New York State Authority created under NYS Section 1351 Public Authorities Chapter 43-a, Article 6 title 2, the Port of Oswego has the authority to plan, construct, own, operate, and maintain the grant-funded project. The Port owns the property, and the proposed project will be constructed on the footprint of an existing outdated building. The project is currently at preliminary (30%) design with renderings, a detailed project schedule and a detailed cost estimate completed and provided as attachments. It is anticipated that the project could be designed, constructed, and operational by December of 2027 as outlined in the Project Schedule.

II: Project Location

The project is located at the Port's East Terminal in the City of Oswego, at 1 East 2nd Street Oswego, NY 13126, at the mouth of the Oswego River on Lake Ontario. (43° 27' 49.08" N, 76° 30' 35.08" W).

Positioned as New York State's (and the U.S.'s) only Port on Lake Ontario, the Port of Oswego is a deep-water port and the first U.S. Port of Call on the Great Lakes from the St. Lawrence Seaway. It is on the route to the interior of North America and is accessible from any international port in the world. From its deep draft terminal to its access to the New York State Barge Canal, the Port offers multi-modal connectivity that includes its designation as a Marine Highway, one of only 34 in the US that is designated by the US DOT. Additionally, it has on-dock rail, a new railyard that was completed in 2014, and immediate, efficient connections to the Interstate highway system.



The Port's strategic location at the crossroads of the northeastern North American shipping market situates it 150 miles from 60 million people. Extend that to 750 miles and half of the United States and Canadian populations could be accessed, along with half of their business and manufacturing facilities.

Its key position also places it minutes from major truck routes including Interstate highways 481, 81, and 90.

The Port's location, at the southeastern point of Lake Ontario, allows it to be a leader, not only as a domestic asset, but also as an international port. Nearly 120 vessels and more than one million tons of cargo move through the Port on an annual basis. Free of large-city traffic and the congestion typical of coastal



ports Oswego offers international and domestic shippers year-round access to various northeastern United States industrial and agricultural markets. As an ice-free port, the Port can receive vessel traffic 12 months of the year, with deep draft vessels arriving from the North shore of Lake Ontario, even when the St. Lawrence Seaway is closed to navigation.

The Port is open 24 hours a day, seven days a week to accommodate vessels from all ports on the Great Lakes and around the world. The Port's entrance depth is 27 feet plus, with a width of 750 feet, and a turning basin of 115 acres, and it has no restrictions on beam or length for ships entering the harbor. The Port also hosts a U.S. Customs office to facilitate the movement of legitimate international cargo by rail, truck, and water. In 2023 the Port became a Foreign Trade Zone (FTZ) for goods arriving by ship, truck, or rail. As an FTZ, the Port can offer additional benefits to businesses in the region, increasing business and employment opportunities.

As a small project at a small port, the project is a Great Lakes port project in a rural area. The project location is on the east side of the Oswego Harbor, which is home to the Port's East Terminal, including the main dock, grain storage, rail connections, and administrative operations. The project is located within a **Historically Disadvantaged Community as part of Census Tract #36075021605**. According to the U.S. Census Bureau American Community Survey, the Oswego, NY Tract 0216.05 has an unemployment rate of 14.1%, a per capita income of \$24,018, and a poverty rate of 29.5%. The project's location is within the City of Oswego. Oswego, New York's population for the 2020 Census was 16,921, and its current estimated population is 17,100 according to the most recent U.S Census estimates.

III: Grant Funds, Sources, and Uses of Funds

The total project cost is \$23,499,092. The Port is requesting \$11,250,000 (48%) in PIDP grant funding; and as seen in the attached commitment letter, the Port is matching that with \$12,249,092 (52%) of local funding. See VIII: Statutory Determinations Section D for more information regarding the Port's match and a request for consideration of increased federal matching. The project does not have any other Federal funding besides what is being requested in PIDP grant funding.

	Warehouse Modernization	Material Handlers	Generator	Guard House	Total
PIDP Funds	\$8,816,285	\$1,312,982	\$984,248	\$136,485	\$11,250,000
Other Federal Funds	\$0	\$0	\$0	\$0	\$0
Non-Federal Funds	\$9,599,244	\$1,429,586	\$1,071,658	\$148,605	\$12,249,092
Total:	\$18,415,529	\$2,742,568	\$2,055,906	\$285,090	\$23,499,092

As shown under section V.E. Climate Change and Sustainability, **this project is being designed to meet US DOT Climate Action goals New York State’s net-zero carbon emissions goals laid out in New York’s Climate Leadership and Community Protection Act (CLCPA).** An all-electric and intentionally sustainable design could substantially increase the building construction costs; however, it will largely eliminate Scope 1¹ greenhouse gas (GHG) emissions from the building (apart from the generator), and the Port will coordinate with National Grid on incentives to keep these costs down. The Port will also apply for applicable tax credits under the Inflation Reduction Act (IRA) elective pay system pertaining to the solar array and battery system.

Budgeted cost data was compiled by a professional construction estimator from the Port’s on-call term engineers in the Spring of 2024 based on preliminary (30%) designs and industry standard cost estimating resources. A 10% contingency was built into the budget to mitigate construction cost increases resulting from inflation or unanticipated scope changes as construction is not scheduled to take place until 2027.

IV: Merit Criteria

A: Achieving Safety, Efficiency, or Reliability Improvements

Safety – The decommissioning of the barrel building, built in the 1980s, and new building construction will provide a safer environment for workers as building codes and designs have improved over the past 40 years. Several examples of safety improvements include quicker means of egress from the building, modern fire safety systems including adequate smoke detection and sprinklers, better lighting and visibility, and drainage improvements. The existing barrel building’s overhead doors do not have “man doors” for entrance and egress. The installation of man doors in the proposed building is an important safety feature to protect workers from injury and provide a quicker means of egress from the building without having to wait for overhead doors to open. Current fire safety system design will provide a safer environment including state-of-the-art, code-compliant fire sprinklers and hydrant access. The proposed building will provide more suitable lighting using energy-efficient LEDs, tied to a lighting controller for automatic or manual operation, that will reduce potential hazards to workers resulting from poor

¹ Scope 1 GHG emissions are defined as “direct emissions from sources that are controlled or owned by an organization,” as per the [Greenhouse Gas Protocol](#), an international collaboration for GHG measurement standards.



lighting. Drainage improvements will remove water from the exterior of the building, eliminating unsafe conditions of frozen standing water both inside and outside of the building.

Enclosed truck bays will improve the general working conditions moving freight into/out of the storage space. Workers will not be in inclement weather with wind, snow, rain, or extreme heat. There will be less risk of slips, trips, and falls and less chance of safety incidents resulting from inclement weather or from workers hurrying with tasks to get out of the weather.

The addition of enclosed truck bays is not only beneficial for weather protection, but also provides a safer environment for workers when air quality is low. With climate change, wildfire smoke has affected the air quality at times during the past few years. While this is not a continuous risk, the project does provide another benefit for worker safety as loading/unloading of freight can take place within a controlled environment that includes air filtration.

Safety is important when moving freight, and the proposed material handlers will provide an optimum center of gravity, broad wheelbase, and exceptional 3-wheel maneuverability providing maximum load stability. The ground accessible cabin offers 360-degree visibility from the cab, ergonomic design, and an intuitive user interface ensuring a high level of operator safety and productivity. The project budget includes funding of safety related training for workers on proper freight handling and moving practices.

A new guard house with updated safety design and an onsite restroom will improve the safety and comfort of security personnel. As discussed in the project description, the existing guard house is not suitable for present-day security needs. Replacing the existing structure with a modern design will create a safe space with improvements in lighting, HVAC, insulated walls, and tinted sliding windows.

Efficiency – Decommissioning the existing barrel building and constructing a new warehouse will allow the Port to repurpose 40,000 sf of existing space that is obsolete, unproductive, and consuming maintenance resources. The current nonfunctional building is underutilized only serving as seasonal storage for recreational boats and equipment. With project completion, this space will be repurposed as 22,500 sf of climate-controlled warehouse storage for weather sensitive freight, efficiently utilizing Port real estate and increasing capacity.

Several of the Port's current logistics partners such as LOGISTEC and Novelis would benefit from the availability of climate-controlled storage, and once constructed it would create a unique opportunity on the Great Lakes for other suppliers and shipping partners to utilize. The Port has secured funds for a study by the United States Department of Transportation to establish the Port as an Interlake container facility. The new warehouse space will benefit and advance this initiative as well as fill the immediate need of existing customers.

Since 2004, The Port has been a logistic partner with Novelis Oswego Aluminum Plant (Novelis), located just three miles from the Port. Novelis produces more than a billion pounds of high-quality aluminum sheet each year serving the automotive, beverage can, and building and construction markets. Over the years, Novelis has used marine transport through the Port to meet the escalating demand for aluminum sheet metal. Aluminum ingots come into the Port by ship and rail and then travel the short distance from the Port to Novelis by truck. Novelis would like to be able to truck finished product to the Port to be shipped by rail or water. They requested heated warehouse space for storage of aluminum, which



will allow them to increase the amount of aluminum transported through the Port. It is estimated that aluminum coil transport would increase by 1,400 coils or 7,645 metric tons a year. Climate-controlled storage will also allow Novelis to export specialty aluminum products that require specific storage. Novelis is only one example; this storage space will be beneficial for other existing and new customers as well.

Within the Central New York region, Micron, a large semiconductor manufacturer, began building a \$100B chip fab facility in 2024, located approximately 30 miles south of the Port. The Port will be one of the primary gateways for construction materials, equipment, and raw materials for this new facility, with many arriving by ship. Having modernized enclosed storage space available at the Port will be important for handling sensitive freight until it is needed for construction and ultimately production operations that might otherwise not be able to enter through the Port.

The proposed material handlers will efficiently accommodate the increase in freight and the new warehouse storage needs. They will be sized to maneuver smoothly, travel into/out of the warehouse with ease, increase the turnaround time loading/unloading freight, and effortlessly move freight into/out of storage. The container handler will move 12-15 containers per hour and invert containers for efficient and safe loading of bulk materials. The coil/drum handler will improve the handling of coils and/or drums and similarly move 12-15 per hour.

The new guard house will improve efficiency of Port operations as goods are brought into or exit the Port through a modern design to accommodate two security personnel, updated LED lighting, and an on-site restroom.

Reliability – In the Port's Vision 2030 Comprehensive Plan, it has identified a "demand for additional warehouse space to accommodate existing users and for the Port to continue to meet the need for cost-effective, sustainable, state of the art transportation facilities and shipping services to agriculture, technology and manufacturing businesses in the State." This project aligns with the Port's vision and improves infrastructure needs identified for weather sensitive freight storage for existing and potential Port customers. As described previously, there is a lack of dockside climate-controlled storage facilities on Lake Ontario and at the Port of Oswego. Project completion will provide an increase of 22,500sf of freight storage. The increase in freight tonnage moved through the Port will depend on the freight types and turnover. In one example, the Port estimated that the additional storage resulting from this project will accommodate an increase of 1400 aluminum coils per year.

Additional warehouse space is only one impact on operations. The additional material handlers will improve the reliability of the movement of goods, with consistently faster turnaround times than the Port's existing forklifts, as well as the ability to transport goods in/out of the warehouse with ease, using a telescopic function to align with door height. The material handlers will also have minimal maintenance, with puncture proof tires, no necessary brake maintenance and a simple design that allows for quick and efficient servicing as necessary.

Located in Upstate New York on Lake Ontario, the Port has inclement weather from November to April with average annual snowfall of 141 inches and average annual precipitation of 42 inches². Heavier

² [Climate Oswego – New York and Weather averages Oswego \(usclimatedata.com\)](https://www.usclimatedata.com)



rainfall than typical has been observed in recent years and is predicted to increase in the future. Project improvements will allow the Port to operate several systems for freight movement regardless of weather. Adding covered truck bays to the warehouse provides access and means of loading/unloading regardless of weather conditions. Repurposing the existing building to climate-controlled warehouse space enables shelter for weather sensitive freight increasing capacity at the Port. Installation of solar power and a backup generator will provide green energy for daily operations and build in resiliency to sustain critical operations in the event of power outages due to increased energy demand, unpredictable storms, or other circumstances. The modernized guard house will improve daily working conditions for security personnel, enabling them to conduct their job duties consistently.

B. Supporting Economic Vitality at the Regional Level

1. Economic advantage of the Port

As discussed in the project location section, the Port of Oswego is New York State's only port on Lake Ontario and is the first U.S. Port of Call on the Great Lakes from the St. Lawrence Seaway. It is on the route to the interior of North America and is accessible from any international port in the world. From its deep draft terminal to its access to the New York State Barge Canal, the Port offers multi-modal connectivity that includes its designation as a Marine Highway, one of only 34 in the US that is designated by the US DOT. Additionally, it has on dock rail, a new railyard that was completed in 2014, and immediate efficient connections to the Interstate System.

The Port's strategic location at the crossroads of the northeastern North American shipping market places it 150 miles from 60 million people. Extend that to 750 miles and half of the United States and Canadian populations could be accessed, along with half of their business and manufacturing facilities. Its key position also places it minutes from major truck routes including Interstates 481, 81, and 90.

The Port has large spaces for outdoor laydown areas, ample truck parking, and no traffic congestion. The project will improve the economic advantage of the Port with 28,500 sf of new climate-controlled warehouse space for weather sensitive freight storage and the ability to continue critical operations when power outages occur, with the backup generator. This new space will allow the Port to handle freight that requires climate-controlled storage, where it previously has not had this option, attracting new users in the Great Lakes region.

2. Contribution to freight transportation at, around, and through the Port

The project investment will improve the Port's storage capacity of climate sensitive freight, the movement of freight into/out of the warehouse, and the ability to continue operations regardless of inclement weather or power outages. The new storage is planned at a strategic location 200ft from the Port's dock with access to both a Class 1 rail yard, with a capacity for 90 railcars, and several Interstate highways. Considering only aluminum coils, one expected freight type for this storage, it is projected that the new storage will result in a total annual storage increase of 1400 aluminum coils or 7,645 metric tons, taking into consideration normal weekly turnover. As this space will be short term storage of a variety of freight types as they move through the Port, turnover will depend on

customers' needs and the type of freight. The projected revenue for the Port of \$9.1 million over a five-year period after project completion as seen in the attached Warehouse Revenue Model calculates the revenue including the \$12,249,092 capital loan repayment, labor and administration, equipment costs, maintenance and upkeep, utility cost, liability insurance and a small profit for future investments in building upgrades and equipment renewal.



This revenue model has been projected for 30 years with an annual inflation rate of 3%. The monthly cost per square foot beginning in 2028 is \$5.27. Without a \$12,249,092 capital loan, the monthly cost in 2028 would be \$3.25 per square foot. As the Port is a public benefit corporation, it would allow the Port to pass on this benefit to its customers reducing their storage costs.

The two proposed material handlers will assist with freight movement into the warehouse, inside the warehouse, and the loading of trucks removing freight from the warehouse. The warehouse will not be dedicated to one freight type as customer's freight needs will be different. Built for different freight needs, the material handlers will efficiently move containers, coils, and drums facilitating the storage of different freight types within the warehouse.

The current assumed size of the solar array at 250 KW will supply significantly more electricity than the anticipated requirements of the facility's systems. Excess electricity will be returned to the grid or support other operations at the Port. Solar energy, batteries and the backup generator will be configured to supply power for sustaining essential operations during grid power interruptions. These components will allow the Port to continue sensitive freight storage and the movement of goods in the event of a power outage.

The guard house is a key element of Port security and transportation logistics as goods move into and exit the Port by truck. Providing a safe, comfortable work environment for personnel safeguards lives, improves employee well-being, boosts productivity, and reduces turnover. Although more focused on personnel, these benefits all translate into improved Port security and freight transportation at the Port.

As discussed in Section IV. Merit Criteria, the project provides the opportunity for several key manufacturing industries in the region to increase freight transported through the Port. The new space also creates the opportunity for the Port to market to new customers, as climate-controlled dockside storage is very limited on the Great Lakes. It provides a unique opportunity for the Port to uphold their mission and serve as an economic catalyst, passing the benefits of the investment along to regional, national, and international customers.



3. Overcoming the competitive disadvantage of the Port

Dockside climate-controlled warehouse space is very limited in the Great Lakes and there is none at the Port of Oswego or in the U.S. on Lake Ontario. This is a disadvantage for weather sensitive cargo transported by ship in the Great Lakes region and specifically through the Port. Weather is a limiting factor in Oswego, with occurrences of significant snowfall, frigid temperatures, and high winds from Lake Ontario throughout the winter months (typically November through April). Any goods stored in the existing non-heated warehouse or outside due to a lack of space are typically not usable until they are brought back to room temperature. This is the case with Novelis aluminum ingots, which cannot be utilized in production until they are cleared of snow and ice and back to a usable temperature. Stretches of high heat in the summer, as well as unpredictable severe storms throughout the year, are also increasingly frequent due to climate change. This disincentivizes customers with climate-sensitive materials to utilize the Port's storage, as it currently has no ability to control the temperature or humidity and has limited indoor storage space. PIDP funding will allow the Port to provide climate-controlled warehouse space, eliminating the weather-related challenges for its current customers and potentially attracting new customers, such as Micron and other chip fab supply chain companies.

C: Leveraging Federal Funding

As detailed under section III, the Port of Oswego is committed to a 48.2% match of project costs. The total project cost is \$23,292,451. The Port is requesting \$11,250,000 in PIDP grant funding; and as seen in the attached commitment letter, the Port is matching that with \$12,042,451 of local funding. The project does not have any other Federal funding besides what is being requested in PIDP grant funding.

The Port does intend to seek funds from New York State to support the local match. The Port has also collaborated with both New York State Energy Research & Development Authority (NYSERDA) and National Grid, the local utility, early in the project. There is potential for incentives from the energy programs they sponsor; however, these incentives will more likely be realized after construction.

D: Port Resilience

The Port has considered the risks from climate change on its operations and this project, and the project is intended to enhance resilience to climate change. As an inland port, the project will have minimal potential risk due to sea level rise. There is considerable uncertainty about how climate change will affect lake levels in Ontario. Although recently lake levels appear to be rising in concert with record rainfall,³ increased evaporation from higher temperatures has a mitigating effect.⁴ Overall, the indication is that the Port should be ready for higher temperatures and extreme weather in a broad sense.⁵ Of great and immediate concern however is the increased frequency and intensity of severe storm events generated and amplified by the lake, bringing high winds and heavy precipitation. Other

³ [Lake Ontario Climatology | GLISA \(umich.edu\)](#)

⁴ [Climate Change Indicators: Great Lakes Water Levels and Temperatures | US EPA](#)

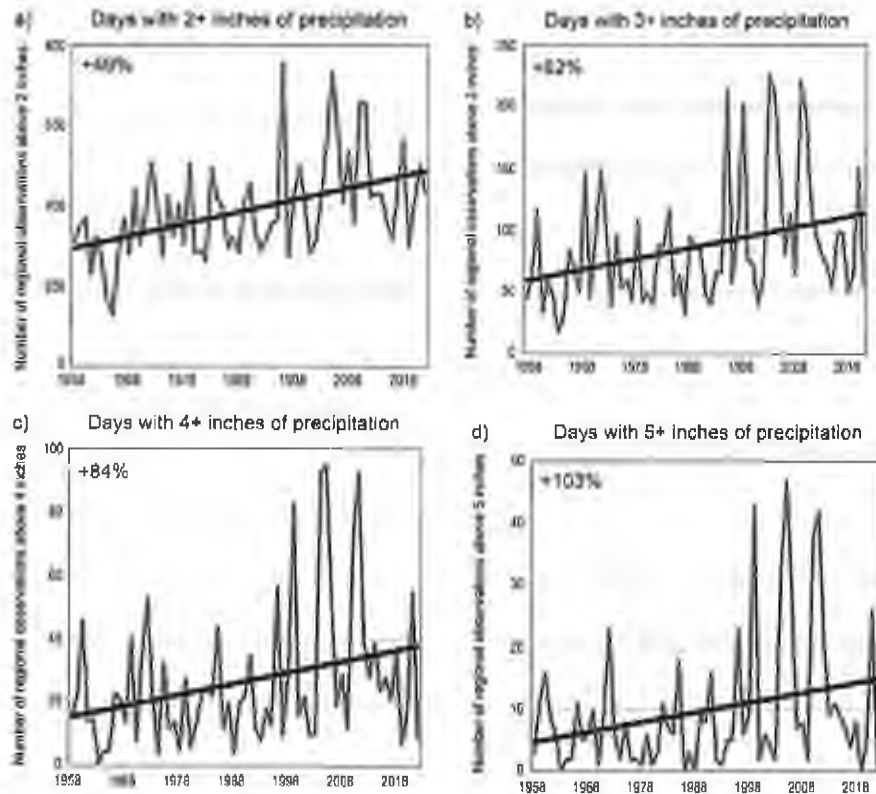
⁵ [Great Lakes | U.S. Climate Resilience Toolkit](#)

potential risks include all-season temperature increases, and degraded air quality from wildfires. The Port is currently situated above FEMA's identified 100-year flood plain and is protected from wave action by a breakwater.

Aligning with the US DOT Climate Action Plan and New York's net-zero emissions goals laid out in the CLCPA the proposed project reduces energy use and embraces an all-electric HVAC system. In turn, the project reduces emissions and incorporates sustainable design as shown in Section E. Climate Change and Sustainability. The project also supports the National Climate Resilience Framework Objective 2, which strives to "increase resilience of the built environment to both acute climate shocks and chronic stressors." To that effect, the project will adhere to, and in some cases exceed, the most up-to-date building and energy codes, with high-performance materials and redundant energy systems. These design elements will allow the building to maintain consistent operations and withstand stressors due to extreme temperatures, severe and frequent storms, and resulting power outages.

The project will incorporate materials, designs, and processes in building design that will improve resilience. Some examples of this include drainage improvements, lowering the roof height from the existing building to a standard 30' height, and installing smart LED lighting, high-performance insulation, and an advanced building control system. Currently water collects around the existing building and seeps into the interior through the asphalt floor and around the foundation. This is more pronounced during precipitation events.

Trends in Extreme Precipitation in the Northeast





Source: U.S. Global Change Research Program, 5th National Climate Assessment, Chapter 21: Northeast, Nov 2023

The project proposes to keep water from entering the new building through a new enclosed drainage system, roof drains, and a raised finished floor elevation. A raised finished floor benefits both the movement of goods entering and exiting the building, as loading/unloading trucks will be more efficient, and will keep water from entering the building. Collectively, the design will ensure that the building continues operations even during extreme rainfall events that are expected to increase in the future due to climate change.

The lowered roof design will help reduce wind damage externally and electricity usage internally as the HVAC system will not be working to condition unnecessary space. Using smart LED lighting to ensure the lights turn off in occupied hours will also reduce electricity consumption while improving illumination and fixture life expectancy. High-performance insulation will support efficient HVAC system operation and minimize energy waste. Lastly, the building control system design will ensure the lights and HVAC are only running when needed, further reducing the amount of electricity used. This automated system will also provide data that will allow the Port to monitor performance and provide actionable information to ensure the system is operating at its highest efficiency. This system can also be used to support predictive and preventive maintenance.

The automated system will be connected to the solar array, batteries, and generator to coordinate back-up power: grid-provided electricity can be vulnerable, and these systems will provide continuity of operations if electrical service is not available either from climate or weather-related hazards or human-caused emergencies. It will be important for this building to quickly adapt to a power loss and continue Port critical operating functions for freight storage and transfer, creating resilience in the supply chain.

V: Selection Considerations

E. Climate Change and Sustainability

The Port is dedicated to combatting and being resilient to climate change, which is reflected in the intent to design and construct a Net Zero energy and carbon emissions building. The building will incorporate approximately 300 kW of roof-mounted solar panels for renewable energy production, expected to generate approximately 366,410 kWh of electrical per annum⁶. An all-electric HVAC system will be installed for heating and cooling, as well as smart LED lighting, aligning with NYS electrification goals. Even with an all-electric HVAC system, it is anticipated that the building will be net-zero energy and carbon on an annual basis. An automated building control system will be used, which will optimize all energy-consuming building systems. To further maintain climate control efficiently, high-performance insulation will be incorporated into the building envelope. Preliminary project design has also included early collaboration with state and local energy partners the New York State Energy Research and Development Authority (NYSERDA) and National Grid (electric and natural gas utility) to investigate opportunities to collaborate and reduce the costs of the heat pumps, solar, insulation and other

⁶ [Pvwatts.nrel.gov/pvwatts.php](http://pvwatts.nrel.gov/pvwatts.php)

technologies that will reduce the building's carbon footprint and enhance resilience. It is anticipated that the partnership will continue as project design progresses.

The 300 kW solar array will generate 366 MWh per year. That is enough electricity to displace 100,650 lbs. of CO₂ from grid-provided electricity (Scope 2 emissions).

The barrel building which the new warehouse will replace is built almost entirely out of wood. The Port is already actively searching for partners to sustainably deconstruct the building, salvage all materials that are still usable, and ensure that as much of the remainder is recycled or disposed of in a sustainable manner. For example, the Port is exploring options with companies that create remanufactured wood products, such as flooring and paneling, or failing that, converting usable material into mulch. Deconstructing the building in this way could prevent thousands of pounds of materials entering the

Bristol Hill Landfill in Oswego County. This landfill lies in a disadvantaged community in Fulton, NY, 15 miles from the Port. The community is challenged with low income, proximity to legacy pollution, and relatively high levels of asthma. Keeping the building material from entering the landfill will prevent dust and debris from being released into the air in this vulnerable community, avoiding contribution to asthma levels. Further, salvaging the building materials will provide raw materials that will be used in place of virgin wood, which will substantially reduce the Scope 3⁷ carbon footprint of this project.

The project aligns to strategies laid out in the U.S. National Blueprint for Transportation Decarbonization—namely, it supports “supply chain management and freight efficiency” with the construction of a modern, climate-controlled warehouse space. This will allow materials off-loaded at the Port to be stored on-site, reducing the need to transport the material to a different site for storage. This way, cargo will leave the ship, stay on site at the Port, and then be transported to production sites as needed, rather than being transported to a third, intermediary location. This supports efforts to reduce GHG and criteria pollutant emissions through reduction in truck traffic. The new warehouse is also being designed with clean heating and cooling technology, powered by roof-mounted solar panels on-site. The solar array will be connected to a battery back-up system, which will be able to power the building through short outages. The building insulation will help reduce the period of time the building will need back-up power for HVAC.

New York State has also laid out its climate goals through the Climate Act, which requires an economy wide GHG emissions reduction of 40% by 2030 and 85% by 2050 from 1990 levels. The Act states that “energy efficiency and end-use electrification are essential parts of any pathway that achieves New York State emission limits.” The Port’s Warehouse Modernization Project helps to address GHG emission reduction through the use of clean heating and cooling technology, helping the state achieve its goals. The project also serves to strengthen infrastructure at the Port and support economic growth in a disadvantaged community, which are key goals of the Climate Act.

⁷ Scope 3 GHG emissions are “the result of activities from assets not owned or controlled by the reporting organization, but that the organization indirectly affects in its value chain,” as per the [Greenhouse Gas Protocol](#), an international collaboration for GHG measurement standards.

F: Equity and Justice40

The Port of Oswego is located in a census tract that is designated a historically disadvantaged community, according to the Climate and Economic Justice Screening Tool. Several other census tracts in the City of Oswego are also historically disadvantaged, as well as large portions of Oswego County. The City is challenged by elevated instances of health issues, such as asthma and heart disease, housing with lead paint, and proximity to Superfund and former defense sites.

According to ETC Explorer, the project census tract and surrounding areas have high levels of social vulnerability, including high poverty and unemployment rates, with many individuals uninsured and/or living with a disability. The median household income (MHI) for the City of Oswego is \$50,266; 33% lower than that of New York State. The MHI for the project census tract alone is \$37,105; 51% lower than New York State. According to the US Census Bureau, over 25% of City of Oswego residents live in poverty, while over 57% of those in the project census tract live at or below 200% of the poverty line.



The Warehouse Modernization Project will positively impact the vulnerable and disadvantaged community it lies in by improving quality of life in several ways. Long-term, well-paying employment is a



critical factor in addressing poverty in the Oswego community and a key component of the Justice40 Initiative. The Port expects to create 6-8 new full-time equivalent positions (see Section V.G Workforce Development, Job Quality, and Wealth Creation) with this project, but the employment benefits extend beyond the Port. As the only climate-controlled warehouse space on Lake Ontario, the project will support Novelis and other Port users in their ability to store more materials and move these materials quickly into production, increasing their efficiency and potential for local job creation. The project is also preparing for the influx of Micron materials that will support the building of its new facility in Clay, NY. The Micron facility will create thousands of short-term construction jobs and support nearly 50,000 new jobs in the long-term, in the facility and at supply chain and contractor firms. These new jobs will be filled by residents throughout Central New York, but due to its proximity to Oswego County, many of those positions will be filled by individuals who live near the Port, in the City of Oswego. The Port's new warehouse will allow Micron and its suppliers to reliably transport and store climate-sensitive materials, making its facility construction and continued operations more efficient, helping to support a significant increase in employment in Central New York.

The sustainably designed building will allow the project to provide economic benefits that have a low environmental cost, which will benefit the public health of the surrounding community. With a high incidence of asthma in the surrounding community, keeping harmful pollutants out of the air is essential. The use of an all-electric HVAC system powered by solar will generate no harmful air emissions that could have negative health effects on Port workers and nearby residents. Its reliance on a battery for short-term backup means that no criteria pollutants will be emitted until the generator has to switch on. It will also contribute far less GHG emissions to the atmosphere than fossil fuel-based systems, supporting efforts to tackle climate change.

This project is not expected to create any undue burden on the community; conversely, it is expected to provide the benefits described above. However, environmental justice concerns will be evaluated through the National Environmental Policy Act (NEPA) process and New York State's State Environmental Quality Review Act (SEQRA) process, which requires agencies to consider "the extent to which a proposed action may reasonably be expected to cause or increase a disproportionate [and/]or inequitable...burden on disadvantaged communities." The process will evaluate the demographics and public health data of the surrounding population and consider any potential effects the project may generate.

The Port engaged the public during the development of its Vision 2030 Comprehensive Plan, completed in 2021. A public hearing was held in late 2020 and a draft plan was posted on the Port website for comments prior to finalization. The hearing and draft for public comment were advertised widely to the local community and saw ample participation and response. In the plan, the need for warehouse space to meet growing demand was articulated, which was supported by the public.

G: Workforce Development, Job Quality, and Wealth Creation

Well-paying, quality jobs will be supported and created due to this project. It will increase and help maintain both Port and non-Port jobs in a community that is designated as an opportunity zone tract 360750216.05 and disadvantaged community. ILA Local 1570A is the contracted labor force at the Port



and will support the increase in operational workforce of 6-8 full-time equivalent (FTE) positions. This includes 2 FTE positions stationed in the warehouse and 4-6 FTE positions depending on the volume of freight traffic. New positions offer \$55/hour all in costs. These jobs are considered high paying for the area and will help strengthen the community by providing greater economic stability for individuals and families. CSEA Union Local 1000 AFSCME, one of New York's largest worker unions, is the public employee union that supports all facets of Port operation including the scales office, administration, maintenance, mechanical, and security.

Completion of the project will support several of the area's target industries. As discussed under the Merritt Criteria, Novelis Oswego Aluminum Plant, locally employing 1,160 workers, would like to utilize climate-controlled storage for aluminum coils and specialty products. Increasing storage of aluminum at the Port will also result in increased trucking positions transferring freight the three miles between the Port and Novelis. Micron is investing in a new chip fab facility only 30 miles from the Port. The warehouse project will help support the thousands of jobs that will be created through the Micron investment as it ensures construction materials and other raw materials for Micron operations are able to be stored temporarily dockside at the Port before being transported to Micron's site.

Corresponding with the Micron investment, in April of this year President Biden designated **Upstate New York as an Investing in America Workforce Hub**. Senate Majority Leader Chuck Schumer announced that Upstate New York will be a **U.S. Economic Development Association designated regional technology and innovation hub**. This will help attract new tech companies, companies involved in support industries looking to work with Micron and supply chain companies. Investing in this warehouse project will position the Port to be ready to support the transportation of raw materials and goods that these companies will need to import and export.

The project's budget includes investment for an internal workforce development program to train local workers supporting the new 6-8 FTE positions created to sustain warehouse operations. As discussed above, these positions will be supported by the local union and will be well-paying, quality jobs. Workforce development may include job specific skills and safety training as well as training in diversity, inclusion, and belonging; conflict resolution; team building; time management; communication; and/or other relevant training to support growth.

The Port as both a public benefit corporation and state authority will ensure that the economic benefits of the project will be available to all communities in the region. Project procurement will follow the Port's and New York State's equity-focused public bid policy. It is the policy of the Port of Oswego Authority and New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises ("MWBEs") as contractors, subcontractors, and suppliers on its procurement contracts. Bidding will be open for anyone who wants to bid with no exclusions. Based on specifications, the lowest responsive bidder meeting the criteria will receive the award. The Port yearly budgets discretionary spending to purchase from women owned and minority businesses and has stated goals of contracts awarded to women owned business of 15% and minority owned business of 15%. The Port is one of the top performers in the New York State MWBE program and exceeded their MWBE goal in 2023, with a MWBE utilization of 74.52%.

VI: Project Readiness

A: Technical Capacity

The Port has proven its capability to manage both federal and state grants and is able to administer this grant-funded project in accordance with all applicable federal regulations. The Port successfully managed a 2014 US DOT TIGER grant, lead NEPA Agency [MARAD], for \$1.5 million. The Port has also received 7 FEMA Port Security Grants, having been awarded over half \$1 million in total. Additionally, the Port is currently administering a FEMA disaster declaration (DR4348) project of over \$6.1 million, which is to aid in repairs incurred from the high-water emergency on Lake Ontario. The Port competes with passenger and freight rail for NYSDOT Passenger Freight Rail Assistance Program grants [PFRAP]. The Port has been successful on 5 PFRAPS which have been used to increase rail storage capacity and renewal of all rail facilities owned by the Port, a total of over \$8 million. In 2020 the Port was awarded a NYSDOT grant for \$15 million that resulted in the successful completion of the Central New York Regional Agriculture Export Center Expansion Project. The Port was awarded a \$4 million EDA grant for Track Improvements and Portable Ship Conveyor in 2023 and is currently administering the funding and project. The administration of these past projects and the funding that made them possible demonstrate the Port's experience and history of delivering similar projects effectively.

The Port has completed preliminary (30%) design and engineering for the project. Budgeted cost data was compiled by a professional construction estimator from the Port's on call term engineers in the Spring of 2024 based on preliminary design and industry standard cost estimating resources. Contingency was built into the budget realizing that construction costs will increase between now and the start of construction, anticipated in 2027 after environmental reviews have been completed.

The project is part of local and regional planning efforts. The Port's Vision 2030 Comprehensive Plan recognizes the need for additional warehouse space based on the historic increase in demand from existing users and projected increases in coming years for both existing and new users. The project also aligns with the goals and objectives of the Central New York Regional Planning and Development Board's Comprehensive Economic Development Strategy, as it benefits key manufacturing companies in the community and businesses operating across the region, improving the region's transportation logistics network and the movement of raw materials into the region for manufacturing purposes and distributing finished manufactured goods to major population centers across the country and to international markets.

The Port will strive to procure the iron, steel, manufactured products, and construction materials used in the Project to comply with the domestic preference requirements outlined in the Build America, Buy America Act as much as possible. Each of the Lump Sum Publicly Let Bid packages will contain requirements for domestically produced or manufactured products within the contractor bid documents and executed agreement. The Port will audit the contractor's fulfillment of the requirement through submission of delivery tickets on all permanent materials. Port personnel have experience in monitoring and enforcing domestic content requirements from past grant funded projects.

The Port intends to source products locally to enhance local benefit and job creation. Buy American provisions will be required to flow down to every project task undertaken in the project description and funded with Port Infrastructure Development Program grant funding.

Project Schedule

A detailed project schedule identifying all major project milestones is included as an attachment. The schedule is based on 30% design and has been created in May 2024. All necessary pre-award activities are outlined in the detailed schedule and will be complete by December 2025 with sufficient time for unexpected delays meeting the obligation deadline. As part of the NEPA/SEQR environmental review process scheduled to take place in 2025, the Port will seek meaningful community input through public involvement. All construction activities are scheduled to be completed by December 2027 with grant closeout finishing in the Spring of 2028.

A high-level overview of the project schedule includes the following milestones:

2024 – Grant Application Submitted

Grant Award Notification

2025 – NEPA and Environmental Reviews

2026 – Grant Agreement

Final Design

Project Bidding

2027 – Construction

2028 – Grant Closeout

Micron plans to build a four-fab manufacturing complex 30 miles from the Port over the next 20-plus years. Construction on the first fab is expected to begin in 2025 and to come online and contribute to output in 2028 ramping in line with market demand over the next decade strengthening the U.S. economic and national security. The Port's warehouse project is scheduled for completion in 2028 aligning with the completion of Micron's first fab positioning the Port to support transportation of goods needing a climate-controlled storage environment.⁸

Risk Mitigation

The Port has assessed the project risks and has built contingencies into the project budget and schedule. The project is being built on existing property that is owned by the Port. The new warehouse will be

⁸ <https://www.micron.com/manufacturing-expansion/ny>



constructed in the footprint of the existing barrel building. The project location is near other successfully completed projects and is in an active industrial area. The Port has also considered potential grant management team changes, scope changes, and domestic preference requirements.

In the event of unforeseen leadership changes to the grant management team, there are several experienced employees at the Port able to continue administering the project to completion. William Scriber, Executive Director and CEO and Deborah Godden Accounting Manager have a combined 32 years at the Port and are experienced with grant and project administration.

Mr. Scriber is a dynamic, results-oriented Certified Port Executive with experience directing port, international transportation, and local government operations. Over the past 15 years, he has coordinated port development and construction projects from planning through execution with implementation of more than \$30.5 million in upgrades to port facilities. This includes the latest \$15 million New York State Department of Transportation grant to build the Port's grain export center in 2021. Mr. Scriber directs the efforts of multiple personnel, contractors, consultants, and engineers in achieving optimum efficiency and return on investment.

Over the past 18 years, Ms. Godden has administered grants totaling \$29.6 million. These include grants through the USDA, FEMA, NYS Department of Transportation, the USDOT TIGER program, NYS Resiliency and Economic Development Initiative, NYS Brownfield Incentive Grants (BIG), NYS Empire State Development, and Northern Border Regional Commission (NBRC). Ms. Godden has tracked expenditures and receipt of funds for grant funded projects, completed reimbursement requests for various agencies, collected required documents, and assembled and submitted reimbursement requests, as well as, communicated with agencies regularly.

On past grant projects, the Port has successfully partnered with an environmental consultant for completion of environmental reviews and consulting engineers for project design and sustainability. The Port intends to utilize partnerships on these tasks for the proposed project as well as collaborate with New York State Energy Research and Development Authority (NYSERDA) and National Grid, the local electric utility, which will result in a high value product and lower the risks of technical challenges and the capacity to manage project delivery.

The project budget is based on a detailed engineering cost estimate and potential cost increases have been considered with a contingency of 10% built into the budget to mitigate this risk. The project schedule has been detailed with sufficient time for project milestones. The contingency built into the budget and the detailed project estimate and schedule will assist with keeping the risk low on project scope changes.

As indicated in Section VI Technical Capacity, the project will follow domestic preference requirements to the extent possible. Every attempt will be made for acquisition of the new material handlers to comply with domestic preference conditions. The Port will strive to procure units that utilizes as much domestic manufacturing, components, labor, etc. as possible, however, cannot subject or limit itself to acquiring material handlers that are of lesser quality and capability than what its needs are or is not domestically available.

B: Environmental Risk

The environmental risks associated with the proposed project are expected to be very low to negligible. The project proposes to demolish an existing storage building that is set back approximately 250 feet from the Oswego River and, within its footprint, replace it with a new, smaller warehouse building. The new building will be smaller in size including both square footage and height than the existing building. The finished floor elevation of existing building is above the 100-year FEMA floodplain. The finished floor elevation of the new warehouse building is planned to be about 2 feet higher than the existing, remaining above the FEMA 100-year floodplain.

Information about the NEPA status of the project

Upon notice of award, the Port of Oswego, working with a consultant, will complete the National Environmental Policy Act (NEPA) under the guidance of MARAD's NEPA Coordinator in the Office of Environmental Compliance. The Port will subsequently complete the New York State Environmental Quality Review (SEQR) concurrently with NEPA. Neither the NEPA or SEQR reviews have been started. Having recently completed the CNY Agricultural Center immediately adjacent to this projects site, there is a firm understanding of the existing environmental conditions and concerns that will be encountered for this project. The proposed project is expecting the NEPA level of review to be "Environmental Assessment/Finding of No Significant Impact" and the SEQR to be a Type 1 Action with a Negative Declaration issued. The project schedule includes one calendar year for completion of the NEPA process.

Information about the NHPA status of the project

NHPA Section 106 analysis has not been started however, will commence immediately following the grant award notification. The New York State Historical Preservation Office (NYSHPO) will be consulted with during this process to make the final determination. This analysis will be performed during the allotted calendar year in the schedule for the NEPA process.

Environmental Permits and Reviews

The Port being located at the mouth of the Oswego River at Lake Ontario would be considered a coastal area. A Federal Consistency Form will be completed and provided to the New York State Department of State and the US Army Corps of Engineers. A stormwater permit for construction activities (SPDES General Permit for Stormwater Discharges from Construction Activity – GP-0-20-001) will be required from the NYSDEC. No specific permits are expected to be required from the USACE or other agencies, however, will be confirmed as the project progresses and if any are identified, will be requested. The Port will subsequently complete the New York State Environmental Quality Review (SEQR) concurrently with NEPA.

State and Local Approvals

The Port will subsequently complete the New York State Environmental Quality Review (SEQR) concurrently with NEPA. SEQR reviews have not been started. Having recently completed the CNY Agricultural Center immediately adjacent to this projects site, there is a firm understanding of the existing environmental conditions and concerns that will be encountered for this project. The proposed project is expecting the SEQR to be a Type 1 Action with a Negative Declaration issued.

The Port will complete all state level reviews/approvals as required. Being a State Authority, it is not subject to local municipal reviews/approvals however, it will engage and keep local municipal agencies informed of the project as needed.

VIII: Statutory Determinations

A: The project improves the safety, efficiency, or reliability of the movement of goods through a port or intermodal connection to the port.

The project will improve the safe, efficient, and reliable storage of goods while they wait for transfer from ship and rail to regional customers. These goods will be safety stored in a climate-controlled warehouse environment built compliant with modern codes and a sustainable design. Building design will improve the efficiency of loading/unloading goods with an enclosed truck bay and dock height floor elevation. Two material handlers will efficiently transport different freight types facilitating the storage of containers, coils, and drums. A backup generator and security guard house compliment the project providing reliability of critical operations and security. More detail is provided in Section IV.A Achieving Safety, Efficiency or Reliability Improvements.

B: The project is cost effective.

This project improves the economic vitality at the Port of Oswego with improved warehouse space that accommodates temperature-sensitive materials and more efficient movement of freight in and out of the warehouse. More detail is provided in Section IV.B Supporting Economic Vitality at the Regional Level.

C: The eligible applicant has the authority to carry out the project.

The Port of Oswego Authority is a New York State public-benefit corporation established as a New York State Public Authority under New York Law Chapter 43-A Article 6 Title 2 and has the authority to carry out the project.



D: The eligible applicant has sufficient funding available to meet the matching requirements.

The Port of Oswego is committed to bonding the remainder of the project cost \$12,042,451 as matching funds to the project as documented in the Letter of Commitment included as an attachment. As discussed previously, the Port of Oswego is a small port in a rural disadvantaged area. The Port would like to request that the Secretary increase the Federal share of costs to 90% or \$21,149,183 to help relieve the burden on the Port. The Port does not have a large annual budget, but believes this project is strategic in supporting the region's transportation infrastructure as national and regional plans are being set in motion to create a strong regional economic future as a federally-designated technology and innovation hub. Once the Port bonds for this project, they will not have the capacity for future bonding or financial agility to invest in future capital projects for many years.

E: The project will be completed without unreasonable delay.

A detailed project schedule including environmental review, project design, and construction, with sufficient time for project milestones, is included with contingencies built in to mitigate the risk of unreasonable delays.

F: The project cannot be easily and efficiently completed without Federal funding or financial assistance available to the project sponsor.

The project cannot be completed without Federal funding as demonstrated in the Port's Approved Financial Budget included as an attachment. The Port's annual budget is \$11,114,338 which includes \$6,070,192 in capital construction funded through grants from FEMA, NYS REDI, and NYS DOT. Given the Port's current budget constraints, PIDP funding is critical for completing this project. The Port is a NYS Public Authority Benefit Corporation whose mission 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." This infrastructure investment upholds the Port's mission allowing them to continue serving as an economic catalyst passing the benefits of the investment along to regional, national, and international customers.

Negative impact on project scope: Without funding assistance, the Port does not anticipate having the budget to make investments beyond critical repairs and maintenance to keep the existing barrel building in operation as long as possible.

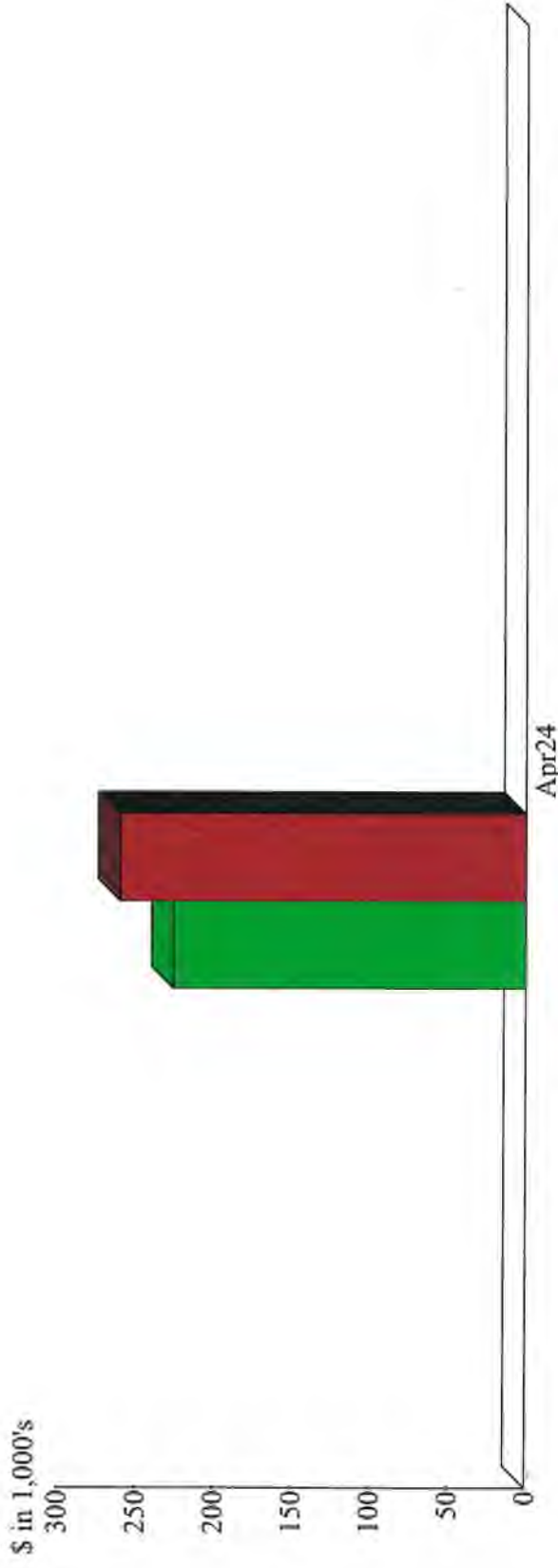
Negative impact on project schedule: The project would continue to be delayed until sufficient funding is obtained from either Federal or State sources.

Negative impact on project cost: This project will not be completed without funding assistance, and the cost of the project will continue to increase resulting from inflation and the continued increase in cost of materials.



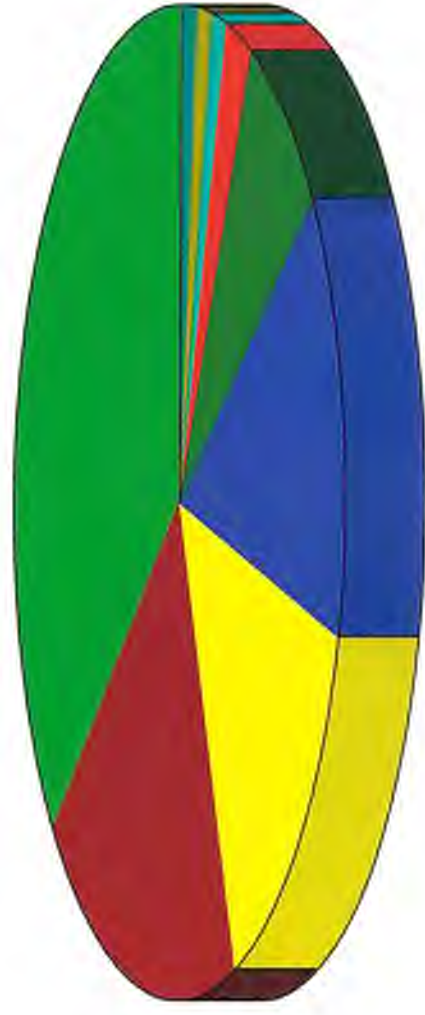
Exhibit C-1

Income and Expense by Month April 2024



Income Summary April 2024

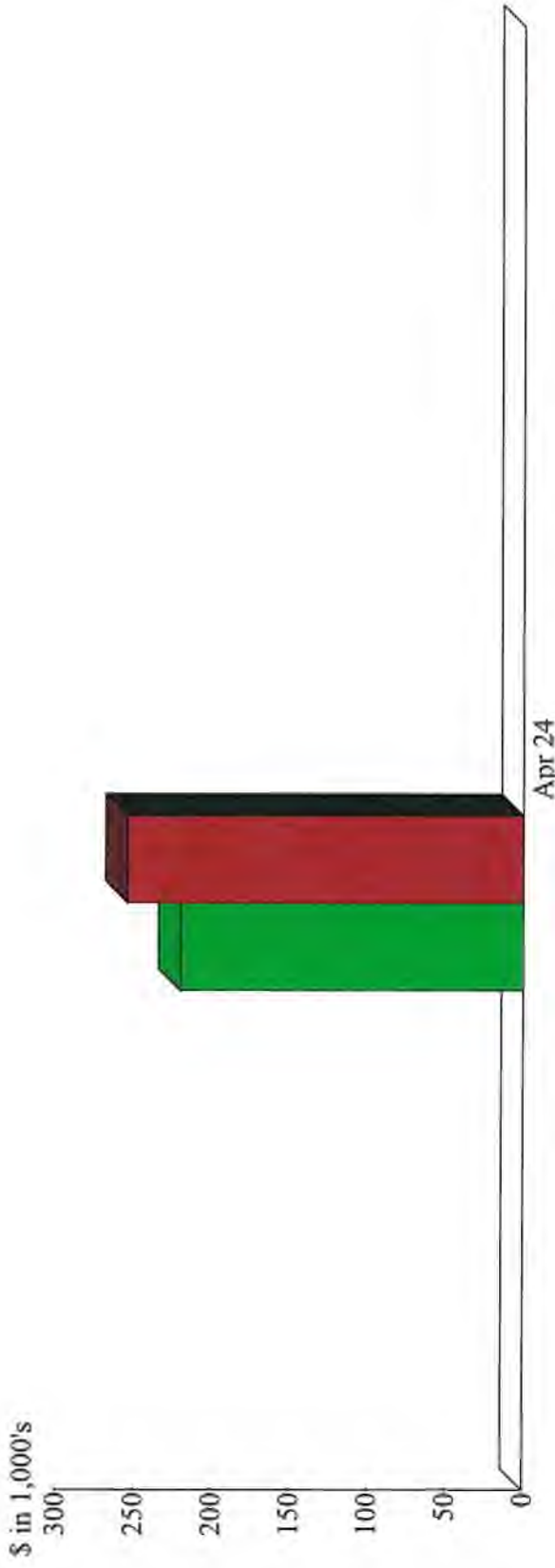
4800000	Marina Income	36.50%
4000000	Storage	19.26
4600000	Stevedoring	14.98
4400000	Rental	14.88
4300000	Loading and Unloading	7.66
4200000	Wharfage	2.56
4100000	Dockage	1.45
4500000	Misc Income	1.44
9000000	Interest Income	1.27
Total		\$226,409.34



By Account

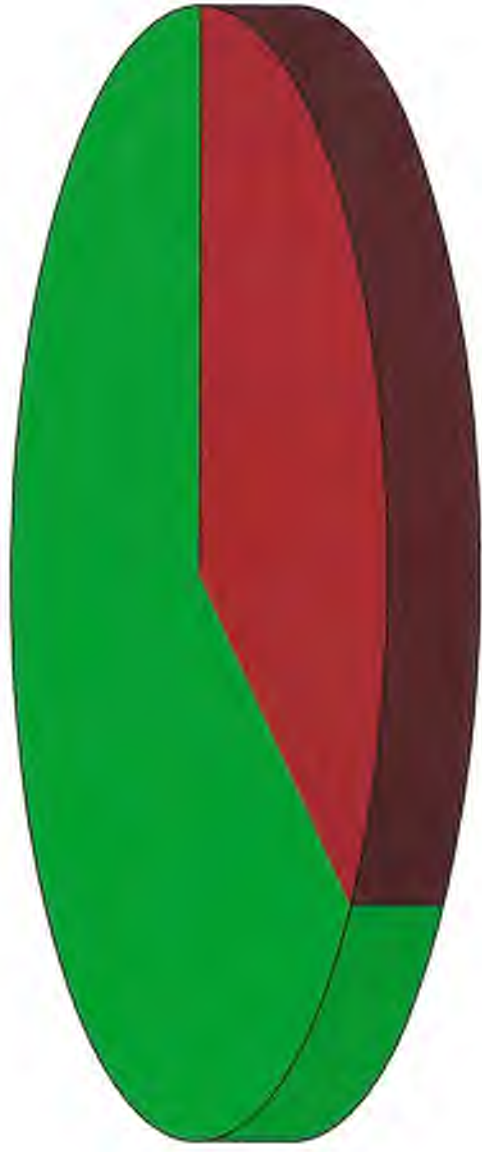
Income and Expense by Month April 2024

Income
Expense



Income Summary April 2024

Port	65.19%
Marina	34.81
Total	\$220,410.02



By Class

Port of Oswego Authority
Cash Position
 As of April 30, 2024

	<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	73,140.26	759,451.27	515,044.17	244,407.10	317,547.36
1000700 · Health Fund - Key Bank					
Total 1000700 · Health Fund - Key Bank	2,514.19	6,166.00	8,261.96	-2,095.96	418.23
1001000 · Comptroller Fund - Key Bank					
Total 1001000 · Comptroller Fund - Key Bank	18,811.08	165,025.50	167,620.88	-2,595.38	16,215.70
1001001 · Gen. State Checking - Key Bank					
Total 1001001 · Gen. State Checking - Key Bank	1,045,581.12	169,750.43	539,446.53	-369,696.10	675,885.02
1001500 · Key Money Market					
Total 1001500 · Key Money Market	201,316.58	123.80	25,000.00	-24,876.20	176,440.38
TOTAL	<u><u>1,341,363.23</u></u>	<u><u>1,100,517.00</u></u>	<u><u>1,255,373.54</u></u>	<u><u>-154,856.54</u></u>	<u><u>1,186,506.69</u></u>

Port of Oswego Authority
Balance Sheet
As of April 30, 2024

	Apr 30, 24	Apr 30, 23	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1000100 · Petty Cash	161.63	200.00	-38.37
1000300 · Oswego Marina - Register fund	600.00	600.00	0.00
1000600 · Imprest Fund - Key Bank	317,547.36	374,022.52	-56,475.16
1000700 · Health Fund - Key Bank	418.23	912.73	-494.50
1001000 · Comptroller Fund - Key Bank	16,215.70	15,135.89	1,079.81
1001001 · Gen. State Checking - Key Bank	675,885.02	918,624.04	-242,739.02
1001500 · Key Money Market	176,440.38	82,872.87	93,567.51
1003200 · CD - Wtrline Maint Fund	10,212.08	0.00	10,212.08
1003300 · CD - Bldg Rehab Fund	90,698.64	88,300.34	2,398.30
Total Checking/Savings	1,288,179.04	1,480,668.39	-192,489.35
Accounts Receivable			
1100000 · Accounts Receivable	108,165.07	250,769.61	-142,604.54
Total Accounts Receivable	108,165.07	250,769.61	-142,604.54
Other Current Assets			
1100103 · Accounts Receivable Other	3,053.98	995.04	2,058.94
1100104 · Short term Lease Receivable	149,903.13	152,272.64	-2,369.51
1201000 · Prepaid Insurance	70,145.36	61,568.14	8,577.22
1202000 · Prepaid expense	193.05	193.05	0.00
1210000 · Inventory Asset	25,757.04	22,195.28	3,561.76
1300000 · Grant Receivable	335,422.22	2,729.07	332,693.15
1499000 · Undeposited Funds	2,792.11	2,782.86	9.25
Total Other Current Assets	587,266.89	242,736.08	344,530.81
Total Current Assets	1,983,611.00	1,974,174.08	9,436.92
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	8,524,445.43	8,516,661.43	7,784.00
1502350 · Bldgs & Improvem-Held for Lease	4,060,508.32	4,019,489.22	41,019.10
1502400 · Office Equipment & Furniture	490,011.94	469,143.90	20,868.04
1502500 · Operating Equipment	3,871,571.43	3,189,498.57	682,072.86
1502501 · Equipment - Marina	318,341.60	297,977.20	20,364.40
1502550 · Lease Assets	350,428.85	452,463.00	-102,034.15
1502555 · Accumulated Amortization	-59,666.40	-14,363.12	-45,303.28
1502600 · Computer Software	32,872.24	32,872.24	0.00
1502800 · Acc Dep-Bldg & Impr-Cap Assets	-6,722,169.54	-6,722,169.54	0.00
1502850 · Acc Dep Bldg & Impr-Held for Le	-2,331,837.00	-2,331,837.00	0.00
1502900 · Acc Dep - Operating Equip	-2,554,080.33	-2,554,080.33	0.00
1502905 · Acc Dep - Marina equipment	-239,567.00	-239,567.00	0.00

Port of Oswego Authority
Balance Sheet
As of April 30, 2024

	Apr 30, 24	Apr 30, 23	\$ Change
1503000 · Acc Dep - Office Equipment	-462,481.46	-462,481.46	0.00
1503100 · Acc Dep-Land & Impr-Cap Assets	-8,048,916.11	-8,048,916.11	0.00
1503101 · Acc Dep - Computer Software	-32,872.00	-32,872.00	0.00
1503150 · Acc Dep Land & Impr-Held for Le	-96,532.00	-96,532.00	0.00
1503200 · Acc Dep - Lease Asset	-158,555.00	-158,555.00	0.00
1504900 · Cap Imp - Gas Dock improvements	1,031.76	1,031.76	0.00
1505600 · Cap Imp - Agricultural Center	14,591,000.87	14,510,760.71	80,240.16
1505700 · Cap Imp - Marina Pumpout System	11,066.79	0.00	11,066.79
1506000 · Cap Imp - Marina sewer imprvmt	7,840.00	0.00	7,840.00
1506400 · Cap Imp - Warehouse doors	0.00	3,825.48	-3,825.48
1506600 · Cap Imp - RV Park	0.00	95,677.02	-95,677.02
1507800 · Cap Imp - FEMA-West 2017	652,855.34	371,021.73	281,833.61
1507802 · Cap Imp - FEMA-East 2017	1,689,658.29	1,256,437.44	433,220.85
1508600 · Cap Imp-REDI 19515-Goble Marina	1,968,656.95	542,080.44	1,426,576.51
Total Fixed Assets	31,658,524.63	28,709,526.46	2,948,998.17
Other Assets			
1100105 · Long Term Lease Receivable	949,011.10	1,087,505.00	-138,493.90
1100106 · Interest Receivable	2,188.53	2,469.80	-281.27
1800000 · Pension - Deferred Outflow	416,815.00	-190,195.00	607,010.00
1800001 · Deferred Outflow - OPEB	385,391.00	385,391.00	0.00
Total Other Assets	1,753,405.63	1,285,170.80	468,234.83
TOTAL ASSETS	35,395,541.26	31,968,871.34	3,426,669.92
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000100 · Accounts Payable	55,639.98	133,881.14	-78,241.16
Total Accounts Payable	55,639.98	133,881.14	-78,241.16
Credit Cards			
2000101 · Key Bank - Bill Mastercard	1,911.41	3,354.30	-1,442.89
2000103 · Lowe's credit card	761.14	3,685.31	-2,924.17
Total Credit Cards	2,672.55	7,039.61	-4,367.06
Other Current Liabilities			
2000200 · Retainage Payable	10,263.41	52,157.76	-41,894.35
2000300 · Accounts Payable Other	55,500.36	793.32	54,707.04
2000610 · Deposits received	25,000.00	0.00	25,000.00
2001000 · Accrued Salaries	37,372.40	37,502.49	-130.09
2001200 · Accrued Compensation	74,102.28	58,468.03	15,634.25
2001600 · Accrued NYS Retirement Withheld	1.02	876.21	-875.19
2001700 · NYS Retirement Loan Withheld	0.00	756.00	-756.00
2001800 · NYS Retirement Arrears Withheld	0.75	320.21	-319.46
2002700 · Accrued NYS PFL withheld	2,106.56	1,785.78	320.78

Port of Oswego Authority
Balance Sheet
As of April 30, 2024

	Apr 30, 24	Apr 30, 23	\$ Change
2003000 · #1570A Pension Fund	23,186.50	0.00	23,186.50
2003100 · 1570 1% Checkoff Withheld	312.72	-0.06	312.78
2003200 · 1570 1/10% Checkoff Withheld	31.27	0.00	31.27
2003300 · 1570A 9/10% Checkoff Withheld	281.39	-0.06	281.45
2003401 · 1570A Local Dues Withheld	587.01	0.00	587.01
2003800 · Deferred Comp Liability	583.71	0.00	583.71
2004500 · Accrued Mass Mutual withheld	-167.75	0.00	-167.75
2005600 · Payments on Insurance Claims	961.95	961.95	0.00
2005700 · Short Term Lease Liability	61,421.09	156,396.98	-94,975.89
2550000 · Sales Tax Payable	44.00	0.00	44.00
Total Other Current Liabilities	291,588.67	310,018.61	-18,429.94
Total Current Liabilities	349,901.20	450,939.36	-101,038.16
Long Term Liabilities			
2500400 · NYS Retirement Employer Contri	10,289.00	10,289.00	0.00
2500500 · Advances from NYS	3,405,925.71	3,455,925.71	-50,000.00
2500600 · Vehicle Note Payable	44,428.54	0.00	44,428.54
2501400 · OPEB liability	1,559,497.00	1,559,497.00	0.00
2501700 · LOC 1753 Pathfinder-Goble/FEMA	195,004.74	0.00	195,004.74
2502200 · Note Payable-SANY Forklift-LEAF	420,828.50	0.00	420,828.50
2503500 · Long Term Lease Liability	74,161.23	125,876.56	-51,715.33
2600000 · Net Pension Liability - ERS	491,403.00	-187,532.00	678,935.00
2800001 · Deferred Inflow - OPEB	1,084,415.00	1,084,415.00	0.00
2800002 · Deferred Inflow - Lessor	1,044,825.25	1,209,032.49	-164,207.24
Total Long Term Liabilities	8,330,777.97	7,257,503.76	1,073,274.21
Total Liabilities	8,680,679.17	7,708,443.12	972,236.05
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	21,800,960.33	19,678,911.68	2,122,048.65
Net Income	-33,972.47	-366,357.69	332,385.22
Total Equity	26,714,862.09	24,260,428.22	2,454,433.87
TOTAL LIABILITIES & EQUITY	35,395,541.26	31,968,871.34	3,426,669.92

Port of Oswego Authority Profit & Loss April 2024

	Period to Date			Year to Date			% Variance from Budget		
	Actual	Prior	Budget	Apr 24	Apr 23	Variance To Prior		Budget	\$ Over Budget
Ordinary Income/Expense									
Income									
4000000 - Storage	43,601.77	14,906.04	32,791.63	43,601.77	14,906.04	28,695.73	32,791.63	10,810.14	33.0%
4100000 - Dockage	3,276.14	5,697.77	11,111.11	3,276.14	5,697.77	-2,421.63	11,111.11	-7,834.97	-70.5%
4200000 - Wharfage	5,795.89	15,485.96	25,555.54	5,795.89	15,485.96	-9,690.07	25,555.54	-19,759.65	-77.3%
4300000 - Loading and Unloading	17,348.66	43,950.99	51,708.34	17,348.66	43,950.99	-28,602.33	51,708.34	-34,359.68	-66.4%
4400000 - Rental	33,688.80	32,952.71	58,688.80	33,688.80	32,952.71	736.09	58,688.80	-25,000.00	-42.6%
4500000 - Misc Income	3,271.45	5,975.04	35,975.00	3,271.45	5,975.04	-2,703.59	35,975.00	-32,703.55	-90.9%
4600000 - Stevedoring	33,910.32	97,901.00	135,111.11	33,910.32	97,901.00	-63,990.68	135,111.11	-101,200.79	-74.9%
4750000 - Profit Share	0.00	0.00	7,500.00	0.00	0.00	0.00	7,500.00	-7,500.00	-100.0%
4800000 - Marina Income	82,642.08	88,535.51	87,337.13	82,642.08	88,535.51	-5,893.43	97,337.13	-14,895.05	-15.1%
4850000 - RV Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Income	223,535.11	305,405.02	455,778.66	223,535.11	305,405.02	-81,869.91	455,778.66	-232,243.55	-51.0%
Cost of Goods Sold									
4900000 - Cost of Goods Sold	5,999.32	3,898.60	48,571.42	5,999.32	3,898.60	2,100.72	48,571.42	-42,572.10	-87.6%
Total COGS	5,999.32	3,898.60	48,571.42	5,999.32	3,898.60	2,100.72	48,571.42	-42,572.10	-87.6%
Gross Profit	217,535.79	301,506.42	407,207.24	217,535.79	301,506.42	-83,970.63	407,207.24	-189,671.45	-46.6%
Expense									
5000000 - Personal Service	86,095.94	80,370.45	120,751.00	86,095.94	80,370.45	5,725.49	120,751.00	-34,655.06	-28.7%
605000a - Travel Expense	55.99	83.83	708.33	55.99	83.83	-27.84	708.33	-652.34	-92.1%
610000a - Auto Expense	0.00	43.54	333.34	0.00	43.54	-43.54	333.34	-333.34	-100.0%
611000a - Fuel expense	1,238.71	1,287.86	3,933.34	1,238.71	1,297.86	-59.15	3,933.34	-2,694.63	-68.5%
615000a - Office Supplies	13,315.85	17,546.53	5,250.00	13,315.85	17,546.53	-4,230.68	5,250.00	8,065.95	153.6%
615020 - General Insurance Expense	28,438.30	793.22	29,046.91	28,438.30	793.22	27,645.08	29,046.91	-608.61	-2.1%
620000a - Advertising & Printing	4,982.89	1,233.12	3,333.34	4,982.89	1,233.12	3,759.77	3,333.34	1,659.35	49.8%
625000a - Communications	2,759.84	628.14	916.66	2,759.84	628.14	2,131.70	916.66	1,843.18	201.1%
6260000 - FTZ expenses	0.00	0.00	83.34	0.00	0.00	0.00	83.34	-83.34	-100.0%
630000a - Fuel, Light & Power	3,482.82	104.39	5,168.86	3,482.82	104.39	3,388.43	5,168.86	-1,673.84	-32.4%
635000a - Household Supplies	3,033.75	1,984.15	2,208.34	3,033.75	1,984.15	1,049.60	2,208.34	825.41	37.4%
640000a - Payroll Taxes	7,086.22	7,005.83	0.00	7,086.22	7,005.83	80.39	0.00	7,086.22	100.0%
645000a - Health Insurances	24,488.85	22,335.80	0.00	24,488.85	22,335.80	2,152.85	0.00	24,488.85	100.0%
6500000 - ILA Pension	8,196.25	11,603.13	33,333.33	8,196.25	11,603.13	-3,406.88	33,333.33	-25,137.08	-75.4%
6520000 - CSEA Workboots/Workclothes	0.00	0.00	83.33	0.00	0.00	0.00	83.33	-83.33	-100.0%
655000a - Special Supplies	9,548.33	8,306.48	6,250.00	9,548.33	8,306.48	1,241.85	6,250.00	3,298.33	52.8%
655130a - Spec Supp & Ex - Metered Water	318.17	289.87	291.66	318.17	289.67	28.50	291.66	26.51	9.1%

Port of Oswego Authority
Profit & Loss
April 2024

	Period to Date				Year to Date				% Variance from Budget	
	Actual	Prior	Budget	Apr 23	Apr 24	Apr 23	Prior	Budget		\$ Over Budget
6651500 · Spec Supp & Ex - Comm Support	0.00	11,800.00	1,062.50	0.00	0.00	11,800.00	-11,800.00	1,062.50	-1,062.50	-100.0%
6660000 · Professional Services	5,508.75	1,009.01	11,166.66	5,508.75	3,853.80	1,009.01	4,499.74	11,166.66	-8,657.91	-50.7%
6570000 · Marina Supp & Expenses	3,853.80	3,522.98	7,847.03	3,853.80	905.00	3,522.98	330.82	7,847.03	-3,993.23	-50.9%
6680000 · Education/Training	995.00	0.00	24.92	0.00	0.00	0.00	995.00	24.92	970.08	3892.8%
6590000 · Technical Services	0.00	7,020.00	1,643.12	0.00	0.00	7,020.00	-7,020.00	1,643.12	-1,643.12	-100.0%
660000a · Repairs & Maintenance	25,891.78	13,817.58	6,333.34	25,891.76	0.00	13,817.58	12,074.18	6,333.34	19,558.42	308.8%
6670000 · House Gasoline	0.00	15.68	0.00	0.00	0.00	15.68	-15.68	0.00	0.00	0.0%
6700000 · Rentals	0.00	0.00	1,041.66	0.00	0.00	0.00	0.00	1,041.66	-1,041.66	-100.0%
6700200 · Lease-Track Mobile	2,558.00	0.00	2,558.00	2,558.00	0.00	0.00	2,558.00	2,558.00	0.00	0.0%
6700300 · Lease - other equipment leases	18,154.00	0.00	16,388.00	18,154.00	0.00	0.00	18,154.00	16,388.00	1,766.00	10.8%
6700301 · Lease - vehicles	292.92	0.00	292.92	292.92	0.00	0.00	292.92	292.92	0.00	0.0%
6800000 · Museum	755.95	1,751.17	750.00	755.95	1,751.17	1,751.17	-995.22	750.00	5.95	0.8%
6850000 · Interest Expense	3,019.25	2,762.79	3,333.34	3,019.25	2,762.79	2,762.79	256.46	3,333.34	-314.09	-9.4%
6900000 · Freight Expense	291.45	258.89	458.34	291.45	258.89	258.89	32.56	458.34	-165.89	-36.4%
Total Expense	254,382.49	195,384.34	284,589.41	254,382.49	195,384.34	195,384.34	58,998.15	284,589.41	-10,206.92	-3.9%
Net Ordinary Income	-38,846.70	108,122.08	142,617.83	-38,846.70	108,122.08	108,122.08	-142,668.76	142,617.83	-179,464.53	-125.8%
Other Income/Expense										
Other Income										
8999999 · Interest Income - Leases	0.00	2,469.94	0.00	0.00	0.00	2,469.94	-2,469.94	0.00	0.00	0.0%
9000000 · Interest Income	2,874.23	6,116.87	3,000.00	2,874.23	0.00	6,116.87	-3,242.64	3,000.00	-125.77	-4.2%
9000001 · Grant - Agricultural Center	0.00	-87,804.68	0.00	0.00	0.00	-87,804.68	87,804.68	0.00	0.00	0.0%
9000017 · FEMA DR 4348	0.00	-830,250.40	0.00	0.00	0.00	-830,250.40	630,250.40	0.00	0.00	0.0%
9000020 · Auction / Sale of equipment	0.00	265,000.00	0.00	0.00	0.00	265,000.00	-265,000.00	0.00	0.00	0.0%
9001400 · REDI - Goble Marina	0.00	-28,084.28	0.00	0.00	0.00	-28,084.28	28,084.28	0.00	0.00	0.0%
Total Other Income	2,874.23	-472,552.75	3,000.00	2,874.23	-472,552.75	-472,552.75	475,426.98	3,000.00	-125.77	-4.2%
Other Expense										
9000700 · Profit Sharing Exp - Castaloo	0.00	-14,436.10	0.00	0.00	0.00	-14,436.10	14,436.10	0.00	0.00	0.0%
9005500 · Amortization Expense	0.00	14,363.12	0.00	0.00	0.00	14,363.12	-14,363.12	0.00	0.00	0.0%
Total Other Expense	0.00	-72.98	0.00	0.00	0.00	-72.98	72.98	0.00	0.00	0.0%
Net Other Income	2,874.23	-472,479.77	3,000.00	2,874.23	-472,479.77	-472,479.77	475,354.00	3,000.00	-125.77	-4.2%
Net Income	-33,972.47	-366,357.69	145,617.83	-33,972.47	-366,357.69	-366,357.69	332,385.22	145,617.83	-179,590.30	-123.3%

Port of Oswego Authority
Marina Profit & Loss
April 2024

	Apr 24	Apr 23	\$ Change
Ordinary Income/Expense			
Income			
4400000 · Rental	100.00	100.00	0.00
4800000 · Marina Income			
4800100 · Marina Inc - Slip Rental	74,400.00	82,450.00	-8,050.00
4800101 · Marina Inc-Transient mooring	279.00	304.50	-25.50
4800200 · Marina Inc - Misc	0.00	20.00	-20.00
4800400 · Marina Inc - Gas Sales	6,121.16	4,561.01	1,560.15
4800600 · Marina-FishClean/OYC/Barn Rent	1,200.00	1,200.00	0.00
4800800 · Marina Inc - Towing services	525.00	0.00	525.00
4801200 · Marina Inc - Boat Supply	25.00	0.00	25.00
4801500 · Marina Inc - Snacks	10.00	0.00	10.00
Total 4800000 · Marina Income	82,560.16	88,535.51	-5,975.35
Total Income	82,660.16	88,635.51	-5,975.35
Cost of Goods Sold	5,931.97	3,898.60	2,033.37
Gross Profit	76,728.19	84,736.91	-8,008.72
Expense			
5000000 · Personal Service	11,386.64	7,530.75	3,855.89
615000a · Office Supplies	1,251.20	1,942.00	-690.80
635000a · Household Supplies	117.55	57.00	60.55
640000a · Payroll Taxes	1,143.31	835.41	307.90
645000a · Health Insurances	311.96	273.42	38.54
655000a · Special Supplies			
6550000 · Spec Supp & Ex - Miscellaneous	103.19	0.00	103.19
6550200 · Spec Supp & Ex - Dump Fees	164.88	156.17	8.71
6550500 · Spec Supp & Ex - New Signage	0.00	748.27	-748.27
6551202 · Spec Supp & Ex - Safety	24.95	0.00	24.95
6551400 · Spec Supp & Ex - Port H20 use	0.00	20.95	-20.95
Total 655000a · Special Supplies	293.02	925.39	-632.37
6570000 · Marina Supp & Expenses			
6571000 · MarinaSupp & Ex-Misc	892.78	1,320.93	-428.15
6571200 · MarinaSupp & Ex-Maintenance	0.00	0.00	0.00
6571201 · MarinaSupp & Ex-Equip repairs	1,049.51	1,441.65	-392.14
6571300 · MarinaSupp & Ex-Utilities	1,170.65	0.00	1,170.65
6571400 · MarinaSupp & Ex-Credit Card Exp	620.88	605.44	15.44
6571600 · MarinaSupp & Ex-Winteriz costs	0.00	59.98	-59.98
6571700 · MarinaSupp & Ex-Cable	119.98	94.98	25.00
Total 6570000 · Marina Supp & Expenses	3,853.80	3,522.98	330.82
660000a · Repairs & Maintenance	76.00	3.84	72.16
6670000 · House Gasoline	0.00	15.68	-15.68
6700300 · Lease - other equipment leases	570.00	570.00	0.00
6900000 · Freight Expense	59.52	0.00	59.52
Total Expense	19,063.00	15,676.47	3,386.53
Net Ordinary Income	57,665.19	69,060.44	-11,395.25
Net Income	57,665.19	69,060.44	-11,395.25

Exhibit C-2

**Port of Oswego Authority
Imprest Bills**

March 31 through April 2, 2024

W-1

William Scriber		\$45.00
	Reimbursement for Actual Health Expenses Incurred	
AmVet Office Supplies, LLC		\$186.96
	Office Supplies & Household - Memory Card, Printer Toner, Lysol	
Appraisal Research, Inc.		\$5,200.00
	Property Appraisal for Hammermill & Baorder Patrol	
Avaya Financial Services		\$2,145.50
	Phone Lease	
Benefit Resource, Inc.		\$100.00
	Monthly Administration Fee	
Bond, Schoeneck & King, PLLC		\$2,196.25
	Legal Counsel - ILA Negotiations & Work Grievance	
Burke's Do-It-Best Home Center		\$510.76
	Shop Use Items - Paint, Wood, Bits, Plumbing for Marina, Clamps, Miscellaneous Nuts & Bolts, Sawzall Blade Set,	
Business Council of NYS, Inc.		\$374.84
	Life, AD&D, & Ltd Insurance	
C&S Engineers, Inc.		\$261.00
	Professional Services - Grain Handling Construction Administration	
Cintas		\$391.02
	Work Uniforms & Floor Mats	
CIT Group Inc		\$2,558.00
	Trackmobile Lease	
Glider Oil		\$474.81
	Port Diesel and Port Propane	
Grainger		\$259.48
	Slip Hook for Loading Forklifts onto Vessels, Safety Bumpers for Lifts	
Haun Welding Supply Inc.		\$90.20
	Cylinder Rental	
ICC Community Development Solutions LLC		\$1,365.00
	Laserfiche Subscription	
Key Bank - B		\$2,995.88
	Monthly Credit Card Charges	

**Port of Oswego Authority
Imprest Bills**

March 31 through April 2, 2024
W-1

LEAF		\$8,415.52
	Heavy Forklift Payment and Copier Lease	
Mohawk Global Logistics Corp		\$187.50
	FTZ Consulting	
National Grid		\$5,324.91
	Electric Delivery & Supply - 9 Accounts	
Oswego Auto Parts		\$176.78
	Shop Use Item - Chain Cable Lube	
Raby's Ace Homecenter		\$100.34
	Paint Items for the Marina	
S&B Computer and Office Products, Inc.		\$505.60
	Household Items, Port Water, Office Supplies, Credits	
Thompson & Johnson Equipment Co., Inc.		\$1,196.00
	Two Forklift Leases	
Wells Technology, Inc		\$183.44
	Shop Use Items - Bolt Bin Restock	
Young/Sommer, LLC		\$1,290.00
	Legal Counsel - Dome 4 Project & Eminent Domain Matter	
		<hr/> \$36,534.79

Port of Oswego Authority
Imprest Bills
April 8, 2024

April 8, 2024
W-4

Bousquet Holstein PLLC	Legal Services - License/Lease Negotiation w/ Maritime Museum, Hammermill Assignment of Rent, General Issues, SEQR Review of Grain Handling Project	\$7,972.49
Brown Carbonic Sales Co.	Ice Rental for Marina	\$300.00
Cintas	Shop Use Items - Work Uniforms & Floor Mats	\$87.42
Ed & Ed Business Technology, Inc.	Contract Charge for Copiers	\$150.41
Gartner Equipment Company, Inc.	Diagnosis of Grinder Pump for Marina	\$100.00
Gilbert Excavating, LLC	Septic Tank Pump-Out on the Kaho	\$125.00
Gilder Oil	Port Propane	\$93.81
Paychex	Payroll Administration & Fees	\$887.54
Winzer Franchise Company	Shop Use Items - Washers, Nuts, Bolts, Plugs, Bushings	\$445.95
		<hr/> \$10,162.62

**Port of Oswego Authority
Imprest Bills**

April 17, 2024

W-6

Butler Disposal Systems Inc		\$67.77
	Trash Service	
C&S Engineers, Inc.		\$9,515.44
	Professional Services - Misc. Engineering Tasks & East 1st Street	
Cintas		\$87.42
	Shop Use Items - Floor Mats & Work Uniforms	
Computer Outlet North, Inc.		\$171.00
	Monthly E-mails & Cloud Back-up	
Glider Oil		\$163.71
	Port Propane	
Kleis Equipment, LLC		\$439.24
	Hose & O-Rings for Doosan Loader	
National Grid		\$1,343.20
	Electric Delivery & Supply, Gas Services - 6 Accounts	
NYS Dept. of Agriculture & Markets		\$15.00
	Weighmaster License for Tammy DeCarr	
NYS Insurance Fund - WC		\$3,581.71
	Monthly Worker's Compensation Premium	
Pathfinder Bank - 2024 Chevy P/U		\$833.15
	Monthly Vehicle Loan	
Paychex		\$1,198.85
	Payroll Administration & Fees	
Shark Welding & Repair Service		\$7,840.00
	Marina Sewer Pumps Project	
Specialty Tire Inc		\$4,842.00
	Tires & Mounting Charge for Forklifts	
Standard Security Life Ins. Co. of NY		\$838.72
	DBL & PFL Quarterly Premium	
Verizon Business		\$143.37
	Cell phones for Bill, Pat, Tammy, & George	
Wells Technology, Inc		\$1,597.04
	Ship Expense - for lifting forklifts on vessels	
WEX Inc.		\$215.54
	Fuel for Port Vehicles	
		\$32,893.16

**Port of Oswego Authority
Imprest Bills**

April 23, 2024

W-9

AmVet Office Supplies, LLC		\$373.00
	Office Supplies - Copier Toner, File Folders, & Copy Paper	
Bousquet Holstein PLLC		\$4,882.50
	Legal Counsel - SEQR Review of Grain Handling Project, General Counsel, & Hammermill Assignment of Rent	
Business Council of NYS, Inc.		\$374.84
	Life, AD&D, & LTD Insurance	
Butler Disposal Systems Inc		\$827.50
	Dumpster Delivery, 30-Yard Rolloff Haul, Trash Service	
C&S Engineers, Inc.		\$36,955.89
	Professional Services - Grain Handling, Goble Dry Dock, & West Terminal Pier (FEMA)	
Centerstate Corporation for Economic Oppo		\$5,300.00
	Large Business Membership, & Investor Membership for 2024	
Chirello Advertising		\$4,992.69
	Advertising & News Releases - March & April 2024	
Crouse HelpPeople		\$264.00
	Annual EAP Membership	
CSEA Employee Benefit Fund		\$1,504.46
	Dental & Vision Insurance	
Glider Oil		\$320.56
	Port Propane	
GM Financial Leasing		\$292.92
	Equinox Monthly Lease Payment	
Grainger		\$66.68
	Ship Expense - Hooks to lift Forklifts onto Vessel	
Key Bank - B		\$11,993.70
	Monthly Credit Card Charges	
LexisNexis		\$200.00
	Legal Information	
Lowe's		\$1,325.45
	Monthly Credit Card Charges	
Paychex		\$903.35
	Payroll Administration & Fees	

**Port of Oswego Authority
Imprest Bills**

April 23, 2024

W-9

Pitney Bowes Purchase Power		\$150.00
	Postage Meter Refill	
S&B Computer and Office Products, Inc.		\$516.60
	Office Supplies & USGS Water, Water Cooler Rentals, Household Supplies, Port Water, & Credits	
Shark Welding & Repair Service		\$8,160.00
	Dock #46 Repair at the Marina, Repair of Road Plates at Loading Dock	
Taylor Northeast, Inc.		\$12,558.00
	Forklift Rentals (13)	
Wells Fargo Financial Leasing		\$4,400.00
	Doosan Lease	
		<u>\$96,362.14</u>

**Port of Oswego Authority
Imprest Bills**

April 30, 2024

W-10

AMCS Group, Inc.		\$1,043.60
	Annual Support Contract PC Scale/WR-M/U Support Contract	
American Red Cross		\$995.00
	First Aid Training Course for Employees	
Avaya Financial Services		\$2,145.50
	Telephone Lease	
Brady Systems		\$1,536.00
	Inspection & Calibration of Truck Scale with Oswego County	
Benefit Resource, Inc.		\$596.75
	Pre-Funding of Health Insurance Card	
Burke's Do-it-Best Home Center		\$359.81
	Push Adapter, Nuts, Bolts, Multipurpose Kit, PVC Cement, PTFE Tape, Pipe Cleaner, 4x8 & 2x4 Pressure-Treated, Tarp Straps, Tie Wrap, Drill Bit	
Butch's Auto Paint & Supply		\$575.04
	Paint for Forklifts, Tape, Hardener	
Butler Disposal Systems Inc		\$727.70
	30 Yard Rolloff Haul, Disposal Fees	
C&S Engineers, Inc.		\$3,019.50
	Professional Services - FEMA West Terminal Pier	
Cintas		\$565.86
	Work Uniforms, Floor Mats	
Glider Oil		\$344.86
	Port Propane	
Haun Welding Supply Inc.		\$40.75
	Cylinder Rental for March 2024, Credit for January 2024	
Jerome Fire Equipment Co., Inc.		\$555.25
	Fire Extinguisher Brackets for Forklifts, Fire Extinguisher Inspection, Recharge of Fire Extinguishers	
LEAF		\$156.99
	Copier Lease	
Oswego Auto Parts		\$346.44
	Drill Bit, Plug Tap, Hydraulic Fluid, Micro-LI	
Paychex		\$983.65
	Payroll Administration & Fees	

**Port of Oswego Authority
Imprest Bills**

April 30, 2024

W-10

Plyler Contracting and Marine Services		\$800.00
	Tow Boat Captain & Dive Service	
S&B Computer and Office Products, Inc.		\$235.60
	USGS Monthly Water Cooler Rental, USGS Water, Office Supplies, Office Supplies, & Credits	
Scriba Electric Inc.		\$314.08
	Labor at the Pump Station at Marina	
WD Malone		\$195,004.74
	Pay App #1 for FEMA West Terminal Repairs	
WMW Vacuum Pumpout Systems		\$1,058.72
	Brass Ball Valve w/ Motorized Actuator for Marina	
Young/Sommer, LLC		\$300.00
	Legal Fees for Dome 4 Development Project & Eminent Domain Matter	
		<hr/> \$211,705.84

Port of Oswego Authority
A/P Aging Summary
As of April 30, 2024

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
Aflac	1,085.76	0.00	0.00	0.00	0.00	0.00	1,085.76
Allen Chase Enterprises, Inc.	3,985.00	0.00	0.00	0.00	0.00	0.00	3,985.00
Benefit Resource, Inc.	477.50	0.00	0.00	0.00	0.00	0.00	477.50
Blake Equipment	44.42	0.00	0.00	0.00	0.00	0.00	44.42
Bond, Schoeneck & King, PLLC	1,115.00	0.00	0.00	0.00	0.00	0.00	1,115.00
Brady Systems	9,062.21	0.00	0.00	0.00	0.00	0.00	9,062.21
Burke's Do-it-Best Home Center	52.54	0.00	0.00	0.00	0.00	0.00	52.54
Butler Disposal Systems Inc	243.65	11.00	0.00	0.00	0.00	0.00	254.65
Cintas	195.51	0.00	0.00	0.00	0.00	0.00	195.51
CIT Group Inc	2,558.00	0.00	0.00	0.00	0.00	0.00	2,558.00
City of Oswego Water - #006583-000	90.45	0.00	0.00	0.00	0.00	0.00	90.45
City of Oswego Water - 000004-000	227.72	0.00	0.00	0.00	0.00	0.00	227.72
Emerson Oil Co., Inc.	1,269.40	0.00	0.00	0.00	0.00	0.00	1,269.40
Glider Oil	14,050.66	0.00	0.00	0.00	0.00	0.00	14,050.66
Haun Welding Supply Inc.	55.45	0.00	0.00	0.00	0.00	0.00	55.45
LEAF	8,258.53	0.00	0.00	0.00	0.00	0.00	8,258.53
LexisNexis	412.00	0.00	0.00	0.00	0.00	0.00	412.00
Lockwood Septic Service CDS, Inc.	160.00	0.00	0.00	0.00	0.00	0.00	160.00
Mohawk Global Logistics Corp	62.50	0.00	0.00	0.00	0.00	0.00	62.50
NaGr #-04008 Security Gate, Entrance Elec	151.13	0.00	0.00	0.00	0.00	0.00	151.13
NaGr #-05002 Gas & Elec New Garage	461.66	0.00	0.00	0.00	0.00	0.00	461.66
NaGr #-09104 Lighting-1 Gate, 1 NE Corner	108.83	0.00	0.00	0.00	0.00	0.00	108.83
NaGr #-10106 Electric - Barrel Bldg.	20.40	0.00	0.00	0.00	0.00	0.00	20.40
NaGr #-32051 Storage (Silo & Barrel Bldg)	1,279.28	0.00	0.00	0.00	0.00	0.00	1,279.28
NaGr #-38107 Gas Museum	249.16	0.00	0.00	0.00	0.00	0.00	249.16
NaGr #-38118 Marina - Unit B	707.81	0.00	0.00	0.00	0.00	0.00	707.81
NaGr #-39107 F&W	1,425.42	0.00	0.00	0.00	0.00	0.00	1,425.42
NaGr #-40109 Electric Derrick	21.36	0.00	0.00	0.00	0.00	0.00	21.36
NaGr #-40127 11 Lake St Gas & Elec.	47.08	0.00	0.00	0.00	0.00	0.00	47.08
NaGr #-41109 Electric Museum	438.35	0.00	0.00	0.00	0.00	0.00	438.35
NaGr #-47025 Marina - Pier B	342.21	0.00	0.00	0.00	0.00	0.00	342.21
NaGr #-74022 Vinegar Hill	20.40	0.00	0.00	0.00	0.00	0.00	20.40
NaGr #-83002 - 22 Mercer - Security Pole	25.70	0.00	0.00	0.00	0.00	0.00	25.70
NaGr #-91027 Marina - Pier A	120.63	0.00	0.00	0.00	0.00	0.00	120.63
S&B Computer and Office Products, Inc.	97.95	0.00	0.00	0.00	0.00	0.00	97.95
Spectrum Business (Marina)	119.98	0.00	0.00	0.00	0.00	0.00	119.98
Spectrum Business (Port)	149.97	0.00	0.00	0.00	0.00	0.00	149.97
Thompson & Johnson Equipment Co., Inc.	1,196.00	0.00	0.00	0.00	0.00	0.00	1,196.00
Trux Outfitter - Fulton	271.96	0.00	0.00	0.00	0.00	0.00	271.96
Uline	292.43	0.00	0.00	0.00	0.00	0.00	292.43
Wells Fargo Financial Leasing	4,400.00	0.00	0.00	0.00	0.00	0.00	4,400.00
WEX Inc.	274.97	0.00	0.00	0.00	0.00	0.00	274.97
TOTAL	55,628.98	11.00	0.00	0.00	0.00	0.00	55,639.98

7:29 PM

05/17/24

Port of Oswego Authority A/R Aging Summary As of April 30, 2024

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
*Transient	0.00	0.00	0.00	864.00	0.00	1,626.62	2,490.62 ¹
Anderson Transportation Services Inc.	0.00	145.60	0.00	0.00	0.00	0.00	145.60
ARG International	6,317.62	0.00	0.00	0.00	0.00	0.00	6,317.62
DeLong, Frederick	-375.00	0.00	0.00	0.00	0.00	0.00	-375.00
Enwright, Fran	0.00	0.00	700.00	0.00	0.00	0.00	700.00
General Services Admin.	8,939.81	0.00	0.00	0.00	0.00	0.00	8,939.81
Glencore LTD.	8,468.91	0.00	0.00	0.00	0.00	0.00	8,468.91
Goldman Sachs & Co	6,619.34	0.00	0.00	0.00	0.00	0.00	6,619.34
IXM Trading LLC/Louis Dreyfus Co.	11,676.66	0.00	0.00	0.00	0.00	0.00	11,676.66
Kerr, James	0.00	0.00	0.00	0.00	0.00	1,594.78 ²	1,594.78
Manning, Greg	0.00	0.00	0.00	864.00 ³	0.00	0.00	864.00
Marubeni America Corp.	26,729.00	0.00	0.00	0.00	0.00	0.00	26,729.00
McKeil Marine	1,950.06	1,275.00	0.00	0.00	0.00	0.00	3,225.06
Mitsubishi International Corporation	16,132.95	0.00	0.00	0.00	0.00	0.00	16,132.95
Monette, Edward	0.00	0.00	0.00	-50.00	0.00	0.00	-50.00
Novelis-Oswego Works	1,190.95	2,300.00	0.00	0.00	0.00	0.00	3,490.95
Nutrien Ag Solutions - CPS	4,305.45	73.39	0.00	0.00	0.00	0.00	4,378.84
Oswego Expeditions/Destination Expeditio	0.00	-100.00	0.00	0.00	0.00	0.00	-100.00
Ryan, Patrick	0.00	0.00	0.00	756.00 ⁴	0.00	0.00	756.00
The Marina	0.00	125.99	0.00	0.00	0.00	0.00	125.99
The Port	9.00	24.94	0.00	0.00	0.00	0.00	33.94
WT Terminal Oswego, LLC	6,000.00	0.00	0.00	0.00	0.00	0.00	6,000.00
TOTAL	97,964.75	3,844.92	700.00	2,434.00	0.00	3,221.40	108,165.07

1. He called and will make payment
2. Making monthly payments
3. Tammy is following up
4. Tammy is following up

Port of Oswego Authority
Loan Summary
as of April 30, 2024

<u>Name</u>	<u>Loan Balance</u>	<u>Available</u>	<u>Rate</u>
NYS first advances	\$ 3,405,925.71	\$ -	0.000%
Pathfinder Bank - LOC	\$ -	\$ 500,000.00	7.500%
Pathfinder Bank - LOC FEMA/REDI	\$ -	\$ 1,400,000.00	7.500%
Note Payable - SANY Forklift	\$ 420,828.50	\$ -	7.750%
Note Payable - 2024 Chevy Silverado	\$ 44,425.54	\$ -	6.875%

Port of Oswego Authority
Schedule of Assets
 As of April 30, 2024

	<u>Cost</u>	<u>Accum. Depr.</u>	<u>Net Book Value</u>
Fixed Assets			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	-8,048,916.11	6,025,911.64
1502050 · Land & Land Impr-Held for Lease	1,720,082.91	-96,532.00	1,623,550.91
1502100 · Alcan Water Line	1.00	0.00	1.00
1502300 · Bldgs & Improvem-Capital Assets	8,524,445.43	-6,722,169.54	1,802,275.89
1502350 · Bldgs & Improvem-Held for Lease	4,060,508.32	-2,331,837.00	1,728,671.32
1502400 · Office Equipment & Furniture	490,011.94	-462,481.46	27,530.48
1502500 · Operating Equipment	3,871,571.43	-2,554,080.33	1,317,491.10
1502501 · Equipment - Marina	318,341.60	-239,567.00	78,774.60
1502550 · Lease Assets	350,428.85	-158,555.00	191,873.85
1502600 · Computer Software	32,872.24	-32,872.24	0.00
Total Fixed Assets	<u>33,443,091.47</u>	<u>-20,647,010.68</u>	<u>12,796,080.79</u>

Port of Oswego Authority
YTD Sales Report
April 2024

	Apr 24	%	Apr 23	%	\$ Change
Income					
4000000 · Storage					
4002800 · Storage - Marubeni	2,531.74	1.13%	1,652.31	0.54%	879.43
4002900 · Storage - Glencore	8,468.91	3.79%	0.00	0.00%	8,468.91
4003000 · Storage - Goldman Sachs	6,619.34	2.96%	899.00	0.29%	5,720.34
4003300 · Storage - ARG Intl.	6,317.62	2.83%	0.00	0.00%	6,317.62
4003400 · Storage - Mercuria	794.18	0.36%	10.43	0.00%	783.75
4003500 · Storage - Mitsubishi	0.00	0.00%	155.89	0.05%	-155.89
4003600 · Storage - The Andersons	0.00	0.00%	8,240.00	2.70%	-8,240.00
4003900 · Storage - Kuehne & Nagel	0.00	0.00%	290.05	0.09%	-290.05
4004100 · Storage - SQC Metals	7,897.07	3.53%	0.00	0.00%	7,897.07
4005000 · Storage - Miscellaneous	3,700.00	1.66%	2,196.61	0.72%	1,503.39
4008100 · Storage - IXM	7,272.91	3.25%	1,461.75	0.48%	5,811.16
Total 4000000 · Storage	43,601.77	19.51%	14,906.04	4.88%	28,695.73
4100000 · Dockage					
4100100 · Dockage - Algoma Central	0.00	0.00%	3,771.69	1.23%	-3,771.69
4100200 · Dockage - Lehigh (Heidelberg)	1,326.08	0.59%	1,326.08	0.43%	0.00
4102700 · Dockage - McKeil Marine	1,950.06	0.87%	600.00	0.20%	1,350.06
Total 4100000 · Dockage	3,276.14	1.47%	5,697.77	1.87%	-2,421.63
4200000 · Wharfage					
4200100 · Wharfage - Nutrien Ag	0.00	0.00%	2,421.23	0.79%	-2,421.23
4200200 · Wharfage - Lehigh (Heidelberg)	2,222.45	0.99%	2,642.30	0.87%	-419.85
4202500 · Wharfage - Marubeni	2,143.98	0.96%	2,779.44	0.91%	-635.46
4202700 · Wharfage - Glencore	0.00	0.00%	3,474.56	1.14%	-3,474.56
4203100 · Wharfage - Goldman Sachs	0.00	0.00%	2,778.44	0.91%	-2,778.44
4203300 · Wharfage - IXM	0.00	0.00%	1,389.99	0.46%	-1,389.99
4205700 · Wharfage - Mitsubishi	1,429.46	0.64%	0.00	0.00%	1,429.46
Total 4200000 · Wharfage	5,795.89	2.59%	15,485.96	5.07%	-9,690.07
4300000 · Loading and Unloading					
4300200 · Loading and Un - Nutrien Ag	4,305.45	1.93%	11,656.82	3.82%	-7,351.37
4300300 · Loading and Un - Novelis	1,190.95	0.53%	0.00	0.00%	1,190.95
4305000 · Loading and Un - Miscellaneous	145.60	0.07%	0.00	0.00%	145.60
4305100 · Loading and Un - Marubeni	0.00	0.00%	8,770.02	2.87%	-8,770.02
4305400 · Loading and Un - Goldman Sachs	0.00	0.00%	3,902.85	1.28%	-3,902.85
4305700 · Loading and Un - IXM	11,706.66	5.24%	4,412.46	1.44%	7,294.20
4305900 · Loading and Un - Mitsubishi	0.00	0.00%	911.07	0.30%	-911.07
4306100 · Loading and Un - Anderson	0.00	0.00%	7,532.77	2.47%	-7,532.77
4306300 · Loading and Un - Kuehne&Nagel	0.00	0.00%	6,765.00	2.22%	-6,765.00
Total 4300000 · Loading and Unloading	17,348.66	7.76%	43,950.99	14.39%	-26,602.33
4400000 · Rental					
4400200 · Rental - DeLong, Fred	375.00	0.17%	375.00	0.12%	0.00
4400300 · Rental - Novelis	2,265.00	1.01%	2,121.46	0.69%	143.54

Port of Oswego Authority
YTD Sales Report
April 2024

	<u>Apr 24</u>	<u>%</u>	<u>Apr 23</u>	<u>%</u>	<u>\$ Change</u>
4400500 · Rental - General Svces Admin	8,939.81	4.00%	8,853.80	2.90%	86.01
4400600 · Rental - Lehigh (Heidelberg)	6,170.51	2.76%	5,939.76	1.94%	230.75
4402400 · Rental - Vinegar Hill, LLC	1,513.48	0.68%	1,342.03	0.44%	171.45
4402600 · Rental - Nutrien Ag	7,500.00	3.36%	7,250.34	2.37%	249.66
4403100 · Rental - H.Lee White Museum	300.00	0.13%	300.00	0.10%	0.00
4403400 · Rental - Shark-Attach Office	425.00	0.19%	425.00	0.14%	0.00
4403500 · Rental - WT Terminal Oswego LLC	6,000.00	2.68%	6,145.32	2.01%	-145.32
4403600 · Rental - Shop Units (Marina)	100.00	0.04%	100.00	0.03%	0.00
4405000 · Rental - Miscellaneous	100.00	0.04%	100.00	0.03%	0.00
Total 4400000 · Rental	33,688.80	15.07%	32,952.71	10.79%	736.09
4500000 · Misc Income					
4502000 · Misc Income - Labor	0.00	0.00%	1,376.93	0.45%	-1,376.93
4505000 · Misc Income - Other	870.00	0.39%	2,795.59	0.92%	-1,925.59
4505400 · Misc Income - Security East	2,401.45	1.07%	1,802.52	0.59%	598.93
Total 4500000 · Misc Income	3,271.45	1.46%	5,975.04	1.96%	-2,703.59
4600000 · Stevedoring					
4601800 · Stevedoring - Marubeni	20,090.41	8.99%	25,994.77	8.51%	-5,904.36
4601900 · Stevedoring - Glencore	0.00	0.00%	32,495.91	10.64%	-32,495.91
4602400 · Stevedoring - Goldman Sachs	0.00	0.00%	25,985.45	8.51%	-25,985.45
4602500 · Stevedoring - IXM	0.00	0.00%	12,999.87	4.26%	-12,999.87
4602600 · Stevedoring - McKeil Marine	425.00	0.19%	425.00	0.14%	0.00
4602800 · Stevedoring - Mitsubishi	13,394.91	5.99%	0.00	0.00%	13,394.91
Total 4600000 · Stevedoring	33,910.32	15.17%	97,901.00	32.06%	-63,990.68
4800000 · Marina Income	82,642.08	36.97%	88,535.51	28.99%	-5,893.43
Total Income	223,535.11	100.00%	305,405.02	100.00%	-81,869.91

Exhibit D

**AGREEMENT BETWEEN OWNER AND
CONSULTANT FOR
PERIODIC PROFESSIONAL SERVICES**

**PORT OF OSWEGO AUTHORITY
AND
C & S ENGINEERS, INC.**

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EXHIBITS:	
Exhibit “A” – Letter(s)-of-Authorization issued by OWNER to CONSULTANT’ from time to time during the term of this Agreement.	
Exhibit “B” – Insurance Requirements	
Exhibit “C” – Request for Proposal & Consultant Proposal	
Exhibit “D” – Board of Directors Motion 03-20-2303 – Resolution to award on-call engineering services to C&S Companies for 2 years, with the option of three (3) 1-year extensions.	

**AGREEMENT BETWEEN OWNER AND
CONSULTANT FOR
PERIODIC PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT, made as of March 21, 2023, by and between the Port of Oswego Authority, a New York public benefit corporation established under Title 2 of Article 6 of the New York Public Authorities Law, as amended, having its principal place of business at 1 East 2nd Street, Oswego, New York 13126 (hereinafter, "OWNER"), and C & S Engineers, Inc., a New York general business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, NY 13212 (hereinafter, "CONSULTANT").

It is the intent of this Agreement to provide a mechanism for OWNER to authorize the performance of professional services from time to time by CONSULTANT on an individual Letter-of-Authorization basis for miscellaneous projects. In the course of its normal business operations, OWNER shall undertake projects (each, a "Project") from time to time requiring professional services of the nature performed by CONSULTANT and request CONSULTANT to provide such services. Upon request of OWNER, CONSULTANT shall provide, for OWNER's review, a written Letter-of-Authorization that describes the scope of services to be provided, the anticipated schedule for completion of such services, and the estimated costs for executing the Project-specific scope of services. If OWNER determines that the written Letter-of-Authorization is acceptable, then OWNER's subsequent approval and execution of the Letter-of-Authorization will constitute authorization for CONSULTANT to render services on the Project in accordance with this Agreement.

CONSULTANT shall perform periodic services in accordance with the Letter-of-Authorization and the terms and conditions of this Agreement as OWNER's independent consultant; shall be responsible for the means and methods used in performing such services; and is not a joint venturer with OWNER. OWNER shall be the general administrator and coordinator of CONSULTANT's services, and shall facilitate the exchange of information among the other independent professional associates and consultants retained by OWNER for the Project, as necessary for the coordination of their services.

In consideration of their mutual obligations hereunder, OWNER and CONSULTANT agree as set forth below:

SECTION 1 - SERVICES OF CONSULTANT

1.1 CONSULTANT shall provide for OWNER those professional services described in a Letter-of-Authorization(s). CONSULTANT shall, at its own expense, obtain all data and information necessary (other than that referred to in Section 3 hereof) for the performance of its services. CONSULTANT is responsible to see that reports, drawings, or documents prepared by CONSULTANT and the services CONSULTANT renders hereunder conform to the applicable federal and/or state regulations known to it as well as regulations, codes, and special requirements, if any, of the place where the Project is located.

- 1.2 CONSULTANT shall endeavor to perform its services in character, sequence, and timing so that they will be coordinated with those of OWNER and other independent professional associates for the Project. All of CONSULTANT's communications with OWNER or with OWNER's other independent professional associates will be through or with the knowledge of OWNER.
- 1.3 The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.
- 1.4 CONSULTANT shall not at any time supervise, direct, or have control over any construction contractor's or subcontractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- 1.5 CONSULTANT neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between OWNER and such contractor or between any contractor and its subcontractors.
- 1.6 CONSULTANT shall not be responsible for the acts or omissions of any contractor, subcontractor, materialman, or supplier, or of any contractor's agents or employees or any other persons (except CONSULTANT's own employees) at the Project site or otherwise furnishing or performing any of the work; or for any decision made on interpretations or clarifications of the work plan given by OWNER without consultation and advice of CONSULTANT.

SECTION 2 - LETTERS-OF-AUTHORIZATION

- 2.1 Each Letter-of-Authorization shall include the following basic information:
 - 2.1.1 Date of Issue.
 - 2.1.2 Identification of the Project for which CONSULTANT is to render services.
 - 2.1.3 Scope of Services to be rendered by CONSULTANT (including a Description of Service, Deliverables, and Period of Service, which may be set forth in CONSULTANT's written response to OWNER).
 - 2.1.4 The Method of Payment to CONSULTANT, including criteria for calculation of fees and fee amounts, if applicable, and payment of reimbursable expenses.
 - 2.1.5 Special Requirements, if any, imposed by OWNER and/or regulatory agencies that may affect services to be performed by CONSULTANT.

- 2.1.6 Incorporation by reference of the terms and conditions of this Agreement.
- 2.2 Each Letter-of-Authorization shall be numbered consecutively (e.g., "Letter-of-Authorization No. 1, Letter-of-Authorization No. 2," etc.) and be signed and dated by OWNER.
- 2.3 Each Letter-of-Authorization shall be attached hereto as part of Exhibit "A."

SECTION 3 – OWNER’S RESPONSIBILITIES

OWNER shall do the following in a timely manner and at its own cost and expense so as not to delay the performance of services by CONSULTANT hereunder:

- 3.1 Provide or arrange to provide, right-of-entry on the subject property by CONSULTANT to fulfill the Scope of Services described in the corresponding Letter-of-Authorization.
- 3.2 Provide all criteria and full information as to OWNER’s requirements for the Project that may affect CONSULTANT’s performance hereunder, including such things as design objectives and constraints; space, capacity and performance requirements; flexibility and expandability, and any budgetary limitations applicable to the Project.
- 3.3 Place at CONSULTANT’s disposal reports, schedules, and other information prepared by OWNER, or by others which are available to OWNER, and that OWNER considers pertinent to CONSULTANT’s performance of services under a Letter-of-Authorization, on all of which CONSULTANT may rely in performing its services (except as may be specifically noted otherwise in writing).
- 3.4 Provide all data prepared by or services of others, including, without limitation, core borings, probings, and subsurface explorations and hydrographic surveys at or contiguous to the site of the Project; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site of the Project, and adjacent areas; property, boundary, easement, rights-of-way, topographic, and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations pertinent to the Project; on all of which CONSULTANT may rely in performing services pursuant to a Letter-of-Authorization.
- 3.5 Advise CONSULTANT of the identity of other independent professional associates participating in the Project and the general scope of their services.

SECTION 4 - PERIODS OF SERVICE

- 4.1 This Agreement shall become effective as of March 21, 2023, and shall continue in full force and effect until either March 21, 2025 with the OWNER having the option to authorize up to three (3) additional one (1) year terms or such time as all of the Services authorized by OWNER to be performed by CONSULTANT under all Letters-of-Authorization issued hereunder are completed, unless this Agreement is terminated earlier in accordance with the provisions of Section 8 hereof.

- 4.2 The dates by or time period within which the various aspects of CONSULTANT's services on a specific Project are to be completed shall be set forth in each Letter-of-Authorization, as described in Section 2 hereof.

SECTION 5 - PAYMENTS TO CONSULTANT

- 5.1 OWNER shall pay CONSULTANT for services rendered on an individual Letter-of-Authorization basis. The Method of Payment and criteria for calculation of fees, including fee amounts, and reimbursable expenses will be set forth in each Letter-of-Authorization.

5.2 Times of Payment

- 5.2.1 CONSULTANT shall submit to OWNER monthly statements for services rendered and for reimbursable expenses incurred. If OWNER objects to any statement submitted by CONSULTANT, then OWNER shall so advise CONSULTANT in writing giving reasons therefor within fourteen (14) days of receipt of such statement, whereupon CONSULTANT shall review its statement for resubmittal within five (5) days. If no such objection is made, then the statement will be considered acceptable by OWNER as of its date of issuance.
- 5.2.2 OWNER shall pay CONSULTANT within thirty (30) days from the date of issuance of the acceptable statement from the CONSULTANT. If OWNER fails to make any payment due to CONSULTANT for services and reimbursable expenses within 30 days after receipt of acceptable CONSULTANT's statement, the amounts due CONSULTANT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.
- 5.2.3 If OWNER has received an acceptable statement from CONSULTANT for services and reimbursable expenses, and if thereafter OWNER fails to pay CONSULTANT for the services and reimbursable expenses covered by such statement within sixty (60) days after receipt, then after said sixtieth (60th) day CONSULTANT may, after giving seven (7) days' written notice to OWNER, suspend services on the Project until payment has been made in full of all amounts set forth in the acceptable statement.
- 5.2.4 In the event of termination of the Project before completion of a Letter-of-Authorization, or if this Agreement is terminated by OWNER before its expiration date, and if OWNER has received an acceptable statement from CONSULTANT, CONSULTANT shall be paid for all acceptable unpaid services performed and reimbursable expenses incurred by CONSULTANT up to and including the date of termination.
- 5.2.5 OWNER agrees to pay all expenses incurred by CONSULTANT as a result of OWNER's failure to fulfill its obligations under this Agreement, including, but not limited to, costs, disbursements, and attorney's fees.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Reuse of Documents

6.1.1 All documents prepared or furnished by CONSULTANT are instruments of service, and CONSULTANT retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not a Project is completed. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the facility beyond that contemplated at the time of CONSULTANT's services, or on any other facility. Any reuse by OWNER or others without specific written verification or adaptation by CONSULTANT for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and OWNER shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CONSULTANT and OWNER.

6.2 Records Retention

6.2.1 Fiscal records of CONSULTANT pertinent to CONSULTANT's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.

6.2.2 CONSULTANT shall maintain all records (fiscal and other) and design calculations on file in legible form. A copy of these shall be available to OWNER at CONSULTANT's expense and the originals shall not be disposed of by CONSULTANT without sixty (60) days' prior written notice to OWNER.

6.3 Opinions of Cost

6.3.1 CONSULTANT acknowledges that OWNER may request CONSULTANT's opinions of probable cost for a Project, if required by a Letter-of-Authorization. As CONSULTANT has no control over the costs of labor, materials, equipment, or services furnished by others, or over any contractor's or subcontractor's method of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinion will be made on the basis of experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs for a Project will not vary from CONSULTANT's opinion of probable cost.

6.4 Insurance

6.4.1 OWNER and CONSULTANT shall each procure and maintain insurance for protection from claims under workers' compensation acts; from claims for

damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees; and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. Coverage by CONSULTANT shall be as described in Exhibit "B" hereto, and certificates indicating that such insurance is in effect shall be submitted to OWNER by CONSULTANT within fourteen (14) days of the execution of this Agreement.

6.4.2 CONSULTANT shall also procure and maintain professional liability or errors and omissions insurance for protection from claims arising out of performance of CONSULTANT's services caused by any negligent error, omission, or act for which the insured is legally liable; such insurance will provide for coverage in such amounts and for such period of time as are set forth in Exhibit "B." Certificates indicating that such insurance is in effect shall be submitted to OWNER by CONSULTANT within fourteen (14) days of the execution of this Agreement.

6.4.3 In addition to any liability or obligation to OWNER that may exist under any other provision of this AGREEMENT, CONSULTANT hereby agrees to hold OWNER harmless from, and to indemnify OWNER against, any damages, lawsuits, claims, liabilities, and expenses, including reasonable attorney's fees and court costs, which OWNER may sustain, be subject to, or be caused to incur by virtue of or as a result of:

- a. Any negligent act or omission of CONSULTANT, its agents, servants, employees, officers, subconsultants, or subcontractors, or
- b. Any willful misconduct of CONSULTANT, its agents, servants, employees, officers, subconsultants, or subcontractors.

6.4.4 Insurance Certificates shall evidence that OWNER is named as an Additional Insured, as its interests may appear, with respect to the insurance coverages described in this Section 6.4, excluding the workers' compensation coverage described in Subsection 6.4.1 and the professional liability coverage described in Subsection 6.4.2.

6.5 Controlling Law

6.5.1 This Agreement, and all claims or causes of action (whether in contract, tort, or statute) that may be based on, arise out of, or related to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based on, arising out of, or related to, or asserting any representation or warranty made in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by and enforced in accordance with the internal laws of the State of New York, including its statutes of limitation, without regard to any conflict of laws provisions that may apply the laws of other jurisdictions.

6.6 Successors and Assigns

6.6.1 OWNER and CONSULTANT each is hereby bound, and the partners, successors, executors, administrators, assigns, and legal representatives of each are

bound. to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, with respect to all covenants, agreements, and obligations of this Agreement.

6.6.2 Neither OWNER nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in (including but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, which consent may not be unreasonably withheld, except as stated in Subsection 6.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.6.3 Unless expressly provided otherwise in this Agreement, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owned by OWNER to CONSULTANT to any construction contractor, subcontractor, supplier, or materialman, any other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of OWNER and CONSULTANT and no one else.

6.7 Delegation of Duties

6.7.1 CONSULTANT shall designate one (1) person who, on its behalf, shall be responsible for coordinating all of the services to be rendered hereunder and the required delegation of duties to others, and shall notify OWNER as to its designee.

6.8 Limitation of Liability

6.8.1 To the fullest extent permitted by law, OWNER and CONSULTANT (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultant, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to a Project, and (2) agree that CONSULTANT's (including CONSULTANT's employees, officers, directors, agents and insurers, partners, and subconsultants) total liability to OWNER under this Agreement shall be limited to \$50,000 or the total amount of compensation received by CONSULTANT, whichever is greater. OWNER may negotiate with the CONSULTANT if OWNER wishes to change the total liability described herein, but acknowledges that any change may result in CONSULTANT charging additional fees in consideration of the greater risk involved in performing services for which there is an increase in, or no limitation of, liability.

6.9 Environmental Conditions

6.9.1 If, during the course of performing any service for OWNER, CONSULTANT discovers an environmental condition that requires notification of regulatory agencies, then OWNER will be so advised. OWNER shall be responsible for informing the property owner/property operator who, in turn, is responsible to determine their reporting obligations to the regulatory agencies. CONSULTANT may also be required by local, state, and/or federal law to report discovery of

hazardous substances to a governmental agency. CONSULTANT will do so only after notifying OWNER, when practical. OWNER waives any claim against CONSULTANT, and agrees to take no action of any kind against CONSULTANT, when CONSULTANT makes a good faith effort to fulfill legal obligations.

- 6.9.2 CONSULTANT, its officers, directors, employees, agents and/or subcontractors shall have no title to, ownership of, or legal responsibility and/or liability for any and all contamination at the site where the CONSULTANT's services are being performed, including but not limited to the groundwater thereunder.

SECTION 7 – AUTHORITY; BINDING EFFECT

Each person executing this Agreement represents that they have been duly authorized to do so by all requisite action on the part of the party on whose behalf they are signing, and that, by doing so, they shall bind such party to all of the terms, provisions, conditions, and covenants hereof. Each party hereto represents to the other that (1) its execution, delivery, and performance of this Agreement have been duly authorized, and (2) this Agreement shall be binding upon the parties that are signatory hereto.

SECTION 8 – SUSPENSION AND TERMINATION

A. Suspension

1. *By OWNER:* OWNER may suspend any Project and CONSULTANT's performance of Services thereon for up to ninety (90) days upon seven (7) days' prior written notice to CONSULTANT.

2. *By CONSULTANT:* CONSULTANT may, after giving seven (7) days' prior written notice to OWNER, suspend performance of Services under any Letter-of-Authorization if CONSULTANT's performance thereof has been substantially delayed through no fault of CONSULTANT or if OWNER fails to pay CONSULTANT as set forth in Section 5 hereof. CONSULTANT shall have no liability to OWNER, and OWNER agrees to make no claim, against CONSULTANT for any delay or damage as a result of such suspension.

If a Project or CONSULTANT's Services thereon are suspended for more than thirty (30) days, consecutively or in the aggregate, over the term of this Agreement, then CONSULTANT shall be compensated for all Services performed and all reimbursable expenses incurred up to the commencement date of each suspension. Additionally, upon resumption of Services, OWNER shall compensate CONSULTANT for expenses incurred as a result of the suspension and resumption of Services, and the time for performance by, and all rates, measures, and amounts of compensation to, CONSULTANT provided for in this Agreement and the applicable Letter(s)-of-Authorization shall be adjusted to reflect the impact of the suspension on CONSULTANT.

B. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
- b. By CONSULTANT:
 - 1) upon seven (7) days' written notice if CONSULTANT believes that CONSULTANT is being requested by OWNER to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or
 - 2) upon seven (7) days' written notice if the CONSULTANT's services for a Project are delayed or suspended for more than ninety (90) days for reasons beyond CONSULTANT's control.

CONSULTANT shall have no liability to OWNER on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 8.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent that such substantial failure cannot be reasonably cured within such t h i r t y (30) - day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case be more than, sixty (60) days after the date of receipt of the notice.

2. For convenience, by OWNER effective upon fifteen (15) days' prior written notice to CONSULTANT.

SECTION 9 - SEVERABILITY

Any provision or part of the Agreement held to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 10 - FORCE MAJEURE

Any delay in or failure of performance of either party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent that such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God, expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently

existing, the supply, availability, or use of personnel or equipment; strikes; flood; blizzard; labor unrest; civil unrest; pandemic; riot; or any causes the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify others in writing of the reason for the nonperformance and the anticipated extent of any delay.

SECTION 11 - DISPUTE RESOLUTION

- 11.1 OWNER and CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Subsection 11.2 below. The thirty (3) - day period may be extended upon mutual agreement of the parties.
- 11.2 If any dispute cannot be resolved pursuant to Subsection 11.1 and only if mutually agreed by OWNER and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

SECTION 12 - NOTICE

Any notice required to by the terms of this Agreement to be given by one party to the other shall be in writing and shall be deemed to have been duly given (1) on the date of service, if served personally upon the party to whom notice is to be given, or (2) on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first-class certified U.S. mail, postage prepaid, return receipt requested, or (3) on the date of receipt, with written verification thereof, if delivered to the party to whom notice is to be given by a recognized overnight delivery service, at the address set forth above. Either party may change its address for notice purposes by giving notice to the other party as prescribed by this Section 12. For purposes of this notice provision, failure or refusal to accept receipt of notice shall constitute notice nonetheless.

SECTION 13 – SURVIVAL

The parties expressly agree that the rights, duties, representations, and obligations set forth in Sections 3, 5, 6, 7, 8, 9, 10, 11, and 12 hereof, as well as those provisions set forth in any document incorporated by reference into this Agreement that by their nature require survival, shall survive the completion of the Services and all Projects authorized by OWNER hereunder and any termination, cancellation, or expiration of this Agreement.

SECTION 14 - EXHIBITS

The following Exhibits are attached to, incorporated by reference in, and made a part of this Agreement:

Exhibit "A" – Letter(s)-of-Authorization issued by OWNER to CONSULTANT from time to time during the term of this Agreement.

Exhibit "B" – Insurance Requirements

Exhibit "C" – Request for Proposal & Consultant Proposal

Exhibit "D" – Board of Directors Motion 03-20-2303 – Resolution to award on-call engineering services to C&S Companies for 2 years, with the option of three (3) 1-year extensions.

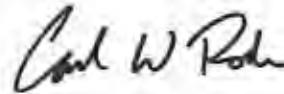
SECTION 15 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 13, inclusive), together with the Exhibits identified above, constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by written instrument signed by both parties. If a conflict exists between the terms of this Agreement and the provisions of a Letter-of-Authorization, then the Letter-of-Authorization terms shall govern.

IN WITNESS HEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
Port of Oswego Authority

CONSULTANT:
C & S Engineers, Inc.



By: _____

By: Carl W Rode _____

Title: _____

Title: Department Manager _____

Date: _____

Date: 3/26/2024 _____

EXHIBIT A

Sample Letter-of- Authorization

LETTER-OF-AUTHORIZATION NO. _____

TO:

RE: _____

(Project Identification)

1. AUTHORIZATION REQUEST: In conformance with your instructions, and in accordance with the agreement for periodic services made by and between _____ (“OWNER”) and C & S Engineers, Inc. (“C&S” or “Consultant”), effective _____, 202_ (the “Agreement”), to which this Letter-of-Authorization No. ___ is attached and of which it forms a part, we enclose our request for authorization to furnish consulting and related services in connection with OWNER’s project identified above (the “Project”).
 2. DESCRIPTION OF SERVICES: *See* Schedule “A” attached hereto.
 3. PERIOD OF PERFORMANCE: *See* Schedule “A” attached hereto.
 4. AUTHORIZED REPRESENTATIVES: OWNER designates _____ as its Authorized Representative for the Project. Such Authorized Representative shall have complete authority to transmit instructions, receive information, and interpret and define OWNER’s policies and decisions with respect to C&S’s services for the Project. C&S shall not rely on directions from anyone other than OWNER’s Authorized Representative. Directions and decisions made by OWNER’s Authorized Representative shall be binding on OWNER. C&S designates _____ as the person who will be responsible for coordinating the services rendered by C&S for the Project.
 5. PROJECT BUDGET: *See* Schedule “B” attached hereto.
 6. FEE AND METHOD OF PAYMENT: In exchange for C&S’s performance of services for the Project, OWNER shall pay C&S in accordance with Schedule “B” attached hereto and in accordance with the Terms and Conditions contained within the Agreement.
 7. TERMS AND CONDITIONS: The Terms and Conditions governing the performance of and payment for C&S’s services, as well as the respective Project responsibilities and obligations of OWNER and C&S and other pertinent matters, are contained within the Agreement.
 8. SPECIAL REQUIREMENTS: The following Special Requirements applicable to the Project shall serve to amend or supplement of the terms of the Agreement and/or the applicable Terms and Conditions; the unaffected portions thereof shall remain in effect:
-
-

Your signature in the space provided below will signify approval of the foregoing and serve as OWNER's Notice to Proceed to C&S to provide services for the Project.

Please return this executed Letter-of-Authorization to C&S.

OWNER:

[_____]

CONSULTANT:

C & S ENGINEERS, INC.

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

ATTACHMENTS:

Schedule "A": Scope of Services and Period of Performance

Schedule "B": Project Budget and CONSULTANT's Fee

SCHEDULE "A"
Scope of Services and Period of Performance

To include project-specific scope of services and schedule.

SCHEDULE "B"
Compensation

To include project-specific estimate of project-related costs.

Exhibit B

Insurance Requirements

The following types and amounts of insurance shall be procured and maintained by CONSULTANT throughout the duration of Consultant's performance of the Services:

1. **Workers' Compensation Insurance** in the amounts required by law to provide protection for employees of Consultant in the event of job-related injuries.
2. **Comprehensive General Liability Insurance, including broad form and contractual liability endorsements**, having a limit of \$1,000,000 per occurrence and \$1,000,000 aggregate, for personal injury and property damage.
3. **Automobile Liability Insurance** having a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate.
4. **Professional Liability or Errors and Omissions Insurance** having limits of \$1,000,000 per claim and \$1,000,000 aggregate liability.

OWNER shall be named as an additional insured with respect to the coverages set forth in Paragraphs above, on a primary and non-contributory basis.



PORT OF OSWEGO
AUTHORITY

Motion 03-20-2303 – Resolution to award on-call engineering services to C&S Companies for 2 years, with the option of three (3) 1-year extensions.

The foregoing Resolution was duly moved by Dr. Kares Smith and seconded by Ms. Zeller and brought to a vote as follows:

	<u>AYE</u>	<u>NAY</u>
Mr. Francis Enwright	X	
Ms. Constance Cosemento	X	
Mr. Tom Schneider	X	
Dr. Ranjit Dighe	X	
Dr. John Kares Smith	X	
Mr. Stan Delia	X	
Ms. Kathleen Macey	X	
Ms. Diane Zeller	X	

The foregoing motion was thereupon declared duly adopted.

Exhibit E

Boilerplate Language

A. Statement of Policy and Assurance of Equal Opportunity.

It is the policy of the Port of Oswego Authority that minority-owned business enterprises (MBEs), and women-owned business enterprises (WBEs), as defined in paragraph B, below, may not be discriminated against based on race, color, national origin or sex: i) in the process leading to the identification of potential subcontractors; ii) in the negotiation of terms and conditions to be included in subcontracts; and iii) in the standards for measuring performance by subcontractors.

The contractor agrees to take the steps set forth below to assure implementation of and compliance with this policy.

B. Definitions.

1. Minority-owned Business Enterprise (MBE) shall mean a business that is periodically certified by the State of New York as satisfying the following criteria: i) at least fifty-one percent (51%) of the business is owned and controlled by minority group members who are United States citizens or permanent resident aliens, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of the business is owned by minority group members who are United States citizens or permanent resident aliens; ii) the management and daily operations of the business are controlled by one or more of the minority group members who own it.

2. Minority Group Members shall mean the following:

- (1) Black persons, meaning persons having origin in any of the Black African racial groups.
- (2) Hispanic Americans, meaning persons of Mexican, Puerto Rican, Cuban, Central or South American origin regardless of race.
- (3) Asian Americans, meaning persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.
- (4) American Indians, meaning persons having origin in any of the original peoples of North America and who are recognized as American Indian by either a tribe, tribal organization, or a suitable authority in the community.

3. Subcontract shall mean a contract between a contractor and any other business unrelated to the contractor, through which the other business (i.e., the subcontractor) provides a distinct element of the work, services, goods, supplies, equipment or materials contemplated by, and required for the completion of, the public construction contract.

4. Women-owned Business Enterprise (WBE) shall mean a business that is periodically certified by the State of New York as satisfying the following criteria: i) at least fifty-one percent (51%) of the

Port of Oswego Authority

business is owned and controlled by women who are United States citizens or permanent resident aliens, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of the business is owned by women who are United States citizens or permanent resident aliens; ii) the management and daily operations of the business are controlled by one or more of the women who own it.

C. Directory of MBEs and WBEs.

The State of New York / Empire State Development compiles and keeps current a directory of certified MBEs and WBEs. Interested persons may obtain a copy by writing or calling the State of New York / Empire State Development. The directory does not purport to record all companies eligible for certification. Bidders and contractors are urged to compile their own lists of MBEs and WBEs and to take steps to promote certification of such companies as MBEs and WBEs.

D. MBE and WBE Utilization Plan.

Within seven days of being notified that it was the successful bidder, an officer of the contractor executed an MBE and WBE Utilization Plan. A copy of this plan is annexed hereto and made a part of the contract.

E. MBE and WBE Goals.

The Goals established for any contract are the Port's best estimate of the level of MBE and WBE participation in contracts that will likely occur if MBEs and WBEs are given an equal opportunity to compete.

F. Attainment of MBE and WBE goals and Positive Efforts to Attain Goals.

The contractor agrees to satisfy these goals or to document that they are unable to despite good faith efforts. Good faith efforts shall include all of the following:

- (1) Identification of MBEs and WBEs that may be able to perform specific subcontracts, by:
 - a) utilizing the State or any local directory of MBEs and WBEs; and/or
 - b) sending appropriate representatives to pre-bid and pre-award meetings conducted by representatives of the Port of Oswego Authority, to inform prime contractors and subcontractors of MBE and WBE requirements and subcontracting opportunities; and/or
 - c) placing advertisements in general circulation, trade association, and minority/female focus media located within reasonable proximity to the construction project, that solicit bids for identified subcontracting opportunities; and/or

Port of Oswego Authority

d) contacting minority and women's organizations, contractors' groups and local, state and federal minority and women business assistance offices and other organizations that provide assistance to and promote opportunities for MBEs and WBEs; and/or

e) any other methods that in fact result in the identification of MBEs and WBEs qualified to bid on subcontracting opportunities.

- (2) Where technically feasible, and consistent with the efficient performance of the prime contract, dividing the prime contract into segments that create subcontracting opportunities for qualified and available MBEs and WBEs.
- (3) Notifying a reasonable number of specific MBEs and WBEs in writing, that their interest in specified subcontracts is being solicited with sufficient time to allow them to participate effectively; such notice must include complete and accurate information about the plans, specifications and other requirements of a given subcontract, and must state the date bids and a response to the notice are due.
- (4) Following-up initial solicitations of interest by contacting MBEs and WBEs to determine with certainty whether they are interested and whether they need additional information to submit a bid.
- (5) Negotiating with, and considering and awarding subcontracts to interested MBEs and WBEs in the same manner and subject to the same procedures, standards and requirements the contractor follows with companies that are not MBEs and WBEs (e.g., the contractor shall not negotiate more demanding contract terms with MBEs and WBEs; or, in evaluating the merits of a bid by an MBE or a WBE, a commercially insignificant difference in price shall not be a basis for rejecting the bid).
- (6) Such additional measures that assure non-discriminatory treatment of MBEs and WBEs.

G. Reporting and Record Keeping.

The contractor will file monthly reports with the Port of Oswego Authority documenting that it will satisfy the MBE and WBE goals or that it is unable to do so despite positive efforts. More specifically, the contractor shall on the 15th day of each month following the signing of this contract provide the following documents and information:

- 1) A copy of each written subcontract for work or services -- including a copy of each agreement or order for goods, supplies, equipment or materials executed during the previous month;
- 2) The name of each company that was awarded a subcontract; whether the company is an MBE or a WBE; the date the subcontract was awarded; the dollar amount of the subcontract; the trade or specialty involved; the date

Port of Oswego Authority

work or services under the subcontract will (or has) commence(d) and will be (or has been) completed or the date the goods, supplies, equipment or materials will be or have been provided;

If the successful company is an MBE or a WBE not listed in the Utilization Plan, the race or ethnicity and sex of the individual(s) who own and manage the company (e.g., Black, Hispanic American, Asian- American, American Indian, Woman);

- 3) In the event a contractor has not awarded a subcontract to an MBE or WBE that was specifically identified in the contractor's Utilization Plan as likely to receive the subcontract, the contractor shall provide reasons the subcontract was not awarded, and approved by the Executive Director, as originally contemplated by the Utilization Plan;
- 4) In the event a company was found by the contractor to be unqualified or unable to perform a subcontract after the subcontract had been awarded to that company, the name of each such company; The contractor shall document the reason the company was found unqualified to perform the subcontract; whether the company is an MBE or a WBE and, if either an MBE or a WBE, the race or ethnicity and sex of the individuals who own and manage the company;
- 5) The percentage of each subcontract completed; the amount paid to each subcontractor and the balance due each subcontractor under each subcontract;
- 6) All revisions to the Utilization Plan, in the form and with all information required for the initial Utilization Plan;
- 7) If the Utilization Plan, as originally tendered or as revised, reveals that the contract goals will not be satisfied, then a detailed statement and documentary proof of the positive efforts that the contractor has made and will make to satisfy the goals. Included in the report shall be a listing of MBEs and/or WBEs, if any, that were considered for each subcontracting opportunity, the race or ethnicity of the individuals who own and manage each of those companies, the name and title of the person at each of those companies with whom the contractor dealt or negotiated, and the reason(s) such companies were denied the subcontracting opportunity.

H. Retention of Records.

The contractor shall retain, and make available to the Port Authority upon request, for a period of three years subsequent to the completion of the contract, all records relied upon for the compilation of each report and shall provide electronic copies of such files to the Port of Oswego Authority. Appropriate legal action will be taken against a contractor that willfully makes false statements or that provides incorrect information.

Port of Oswego Authority

I. Determination of Compliance or Non-Compliance.

The Port of Oswego Authority, with assistance from legal counsel, shall determine whether the contractor has failed to comply with any requirement of the Equal Opportunity Provisions of this contract.

The Port of Oswego Authority shall give notice to the contractor of a proposed finding of non-compliance. The contractor shall be afforded a hearing, upon ten (10) days' notice, to show cause of why a finding of non-compliance should not be entered.

J. Effect of Determination of Non-Compliance.

A determination of non-compliance shall constitute a finding that the contractor breached the contract. The Port Authority may impose appropriate remedies for non-compliance such as:

- (1) Directing that part or all of the payments to the contractor be withheld until non-compliance is cured;
- (2) Directing the contract be terminated;
- (3) Directing that the contractor be barred from bidding on future contracting opportunities with the Port of Oswego Authority;
- (4) Imposing a requirement that the contractor, in future bidding for Port of Oswego Authority contracts, guarantee that it will meet a specific MBE or WBE goal;
- (5) If it is determined that a particular MBE or WBE subcontractor has been victimized by discrimination, a remedy could include directing said contract be awarded to that subcontractor;
- (6) Any other remedy that the Port Authority deems appropriate given the facts and circumstances of the particular case.

Exhibit F

Service-Disabled Veteran Owned Business (SDVOB) Goal Plan



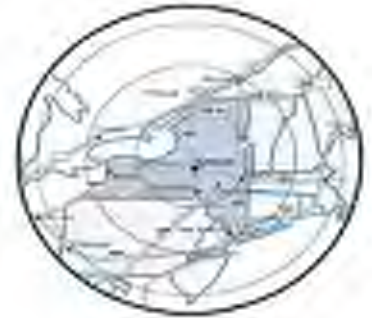
Port of Oswego Authority

2024-2025

Agency Overview

The Port of Oswego Authority is a public benefit corporation of the State of New York created by the New York Legislature (Public Authorities Law Article 6) entrusted with the task of conducting marine terminal and intermodal operations for Lake Ontario/Central New York. The Port of Oswego Authority's scope of operations is principally in the Central New York Region, with a scope of services that extend from western to northern New York. Being the only port on Lake Ontario, the Port of Oswego also serves as an economic catalyst for New York State, and strives to be a center in efficiency and safety.

The Port receives no public funds or appropriations from New York State, and is run as a commercial enterprise. The Port generates its own revenue based on operations, and is self-funded.



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 serving as a steward of the environment.

Scope of Authority Operations

Commodities Handled:

- * Aluminum (Sows/Ingots)
- * Grain (Corn, Soybeans, Wheat, Citrus Pulp)
- * Fertilizer (Potash)
- * Salt (Ice-Control Salt)
- * Project Cargo (Windmill Components, Construction Materials)
- * Heavy Lift (Nuclear Power Components)
- * Concrete Materials (Cement)
- * Petroleum Products (Asphalt Oil)

Services Provided:

- * Heavy Lift Crane
- * Railroad Freight Handling
- * Certified Scales for truck and rail
- * Mobile conveyors for product handling
- * Access to International Waterways
- * Business/Pleasure Boat Marina with fuel dock
- * Indoor/Outdoor Boat Storage, Boat Winterization
- * 100,000 square feet of warehouse space
- * 50,000 tons of bulk covered storage space
- * 400,000 square feet of open storage immediately adjacent to dock with an additional 300,000 square feet available

SDVOB Procurement Strategy

The Port of Oswego Authority abides by procurement guidelines approved by the Board of Directors at the annual meeting held in March of each year. The Goal Plan is part of our procurement guidelines. We strive to meet the 6% participation goal for SDVOB utilization for projects and services undertaken by the Port of Oswego Authority.

The Port strives to maintain use of SDVOB vendors for as many contracts as possible through use of the state approved vendor list and our own outreach efforts.

It is difficult at times, because of the specialized nature of the business (project and bulk cargo handling operations), to find certified businesses under the SDVOB program. Specialized heavy marine handling equipment, which are used in the maritime industry, and contracting firms that specialize in this industry, are often difficult to locate in the region and place the Port at a disadvantage for optimum SDVOB utilization.

- **Reflection of Previous Years' SDVOB Utilization**

Our utilization for the previous 4 quarters was both good and bad. We started out strong in FY 22/23 Q3, with a high utilization percentage of 11.273%. In Q4 we dropped to 3.582% which was just result of our needs at the time. In FY 23/24 Q1 we mistakenly thought we had achieved 19.399% but the vendor was not actually a certified SDVOB, so it bumped our utilization significantly down to 3.185%. Q2 yielded a 6.955% utilization amount. We hope to someday be able to maintain above 6% consistently, though we do not always have opportunity for utilization due to the specialized nature of our business and its needs. We will continue, as always, to make the attempt whenever possible.

- **Strategic Objectives Regarding Utilization of SDVOBs**

Types of procurements include:

- *Construction
- *Construction Related Services
- *Commodities
- *Services/Consultants

- **Plans to Achieve Strategic Objectives**

The Port of Oswego Authority strives to employ the highest possible level of SDVOB participation in all procurement areas. Our objectives are to reach the goal plan percentages through various planned strategies as detailed below.

Practices/Procedures/Strategies

- 1.) Screen all new contracts/purchases/services for potential SDVOB utilization opportunities to ensure good faith efforts are put forth.
- 2.) Document outreach efforts.
- 3.) Utilize the SDVOB directory list in searching for possible new businesses.

- 4.) Outreach to OGS contacts for assistance when the opportunity to solicit potential SDVOBs arises.
- 5.) Actively search for SDVOB matchmaking events and make all efforts to attend whenever possible and whenever COVID19 restrictions allow for such (specifically VetCon/OGS GovBuy.)
- 6.) The Purchasing Technician and Executive Director will meet quarterly to review goals and percentages in order to ensure full compliance.
- 7.) Update/maintain the procurement section of our website, providing purchasing contact information and opportunities for SDVOBs.
- 8.) Training opportunities as presented by OGS.

Plans to Educate & Train

Personnel who are assigned any purchasing duties will be fully trained in purchasing methods and a strong emphasis will be placed on the goals we have set for ourselves in regards to achieving maximum SDVOB utilization.

- **Utilization Plans, Good Faith Efforts & Waivers**

The Port of Oswego is committed to implementing regulations that contractors must adhere to in order to ensure that good faith efforts are made to include meaningful participation by SDVOBs. We have listed on our website information regarding opportunities for SDVOBs along with contract guidelines, including Contract Goals, Utilization Plans, Good Faith Efforts and Waivers. The direct link to the waivers spreadsheet on our website can be found here:

<https://portoswego.com/userfiles/POA%20Approved%20Utilization%20Plans-Waivers%20SDVOB.pdf>

All contracts within the defined amounts of Article17-B which the Port awards will undergo a separate analysis to ensure SDVOB requirements are met.

The Port will maintain a record of all utilization plans that are submitted to us along with any and all documentation regarding our own good faith efforts, approval/denial of waivers and any outreach efforts to the DSDVBD for guidance.

- **Specific Numbers for Projected Budget/Projected SDBOB Use**

Exempt/Excluded

- Payment of debt service
- Fuel for Marina operations
- Fuel for Port Equipment
- Professional/Legal Services
- Rental and Leasing of Port equipment
- Repair and maintenance of Port specialized equipment and facilities
- Professional Services and Specialized Equipment
- Construction Materials
- Heavy Construction – Docks
- Communications
- Travel expenses
- Gas and Electric
- Marketing
- Telephones

*Items are either excluded or exempted as they relate to Port specific operations or are market specific to Port Operations and are not readily available in the general SDVOB market place.

Summarized Budget

Total Authority Budget	\$ 4,645,326
Total Exemptions	\$ 3,811,513
Total Exclusions	\$ 438,063
Total Amount Eligible for SDVOB	\$ 395,750
Total SDVOB Goal (6%)	\$ 23,745

Please keep in mind these numbers are an educated projection and are subject to change. Because of the nature of our business, and being that we are a self-funded operation that does not receive appropriations from New York State, there is no way to determine fully what may happen over the course of a year.

- **Anticipated Challenges & Strategies to Address Each Challenge**

One challenge which we have continually faced is the limited services of the registered SDVOB businesses in the area that are specific to port operations. As most services and purchases needed are related to the marine industry, the services offered by SDVOBs in our area are not typically related to our operation. We continue to strive to find new ways in which utilization may be achieved.

- **SDVOB Content on Authority's Website**

We have a dedicated section for SDVOB information on our website. Included in this section are our reporting responsibilities and designated contact information. We also have our Utilization Plan waivers spreadsheet and Article 17-B Compliance information posted. We have all forms necessary for reporting and compliance available here as well. Additionally, we have provided a link to <https://ogs.ny.gov/veterans> in order to provide helpful information or assistance regarding the SDVOB program. We will also keep an open line of communication via the website so that we may be of assistance to anyone seeking further information.

The SDVOB section of our website can be visited by following this link: [https://portoswego.com/service-disabled-veteran-owned-business-\(sdvob\)](https://portoswego.com/service-disabled-veteran-owned-business-(sdvob))

- **Boilerplate Language**

The Port of Oswego Authority will provide public notice of the procurement opportunities that meet Article 17-B regulations in all of its public advertisements, on our website, and in the Contract Reporter, when applicable.

Additionally, the Port of Oswego Authority shall include, in all Requests for Proposals (RFPs), the goal of SDVOB participation including goal percentage for each contract. Each bidder will be required, if successful, to document Good Faith Efforts to reach the agency's goal and shall be evaluated on this effort as outlined in our **Contract Goals and Article 17-B Compliance** document, located on our website (as referenced in the above link.)

- **Agency SDVOB Operations/Organizational Chart**



- **Outreach Efforts**

The Port of Oswego Authority advertises all contracts in *The Contract Reporter* and in local media outlets. In addition, we advertise contracts on the Port's web site, with an emphasis on encouraging participation by both M/WBEs and SDVOBs.

We will continue to keep an open line of communication with the DSDVBD to continuously check for new SDVOB solicitation opportunities, as well as training opportunities for procurement staff.

- **Standardized Forms**

All forms can be found under the SDVOB section of our website:

[https://portoswego.com/service-disabled-veteran-owned-business-\(sdvob\)](https://portoswego.com/service-disabled-veteran-owned-business-(sdvob))

1. SDVOB Utilization Plan Form
2. SDVOB Quarterly Compliance Report Form 101
3. SDVOB Good Faith Efforts Guidelines
4. SDVOB Waiver Form

Exhibit G

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT

PORT OF OSWEGO AUTHORITY

PORT OF OSWEGO ELECTRIC RAILCAR MOVER

COMPTROLLER CONTRACT # DR39098

PROJECT IDENTIFICATION # 3935.89.301

This Agreement, by and between the People of the State of New York (hereinafter referred to as "STATE") acting by and through the Commissioner of the Department of Transportation (hereinafter referred to as "COMMISSIONER"), with offices at 50 Wolf Road, Albany, New York 12232, and the Port of Oswego Authority, with offices at 1 East Second Street, Oswego, New York 13126-1165, (hereinafter referred to as the "GRANTEE") provides for the design, construction, reconstruction, improvement or rehabilitation of rail facilities as is more fully described in Appendix I of this Agreement.

WITNESSETH

WHEREAS, the STATE and the GRANTEE wish to provide for the preservation and improvement of the Project Facilities so as to allow for the safe and efficient movement of rail and vehicular traffic; and,

WHEREAS, Section 14 of the Transportation Law authorizes the COMMISSIONER to enter into contracts for the purpose of maintaining and improving rail transportation service; and,

WHEREAS, the total cost for this project is One Million Eight Hundred Thirty-Two Thousand Three Hundred Twenty dollars (\$1,832,320.00); and,

WHEREAS, Rail Preservation Purpose funds have been appropriated to the Department of Transportation to provide assistance to Railroads for the payment of the STATE's share of a rail project to be undertaken in accordance with the provisions of the aforesaid Section 14 of the Transportation Law; and,

WHEREAS, the Port of Oswego Authority agrees to provide at least Zero Dollars (\$0.00) in funding or a pro rata share of 0% of the total funding for this project; and,

WHEREAS, it has been determined to be in the best interest of the public to make One Million Eight Hundred Thirty-Two Thousand Three Hundred Twenty Dollars (\$1,832,320.00) available to the Port of Oswego Authority for those capital improvements used in connection herewith.

NOW THEREFORE, the parties hereto in consideration of the mutual promises, conditions, terms

PIN 3935.89.301
DR39098

Port of Oswego Authority

Port of Oswego Electric
Railcar Mover

and obligations herein set forth, agree and covenant as follows:

ARTICLE ONE: DEFINITIONS

What is intended by the words and expressions defined below, shall be construed to have these meanings except where it is clear from the context that another meaning is intended.

"Agreement" means this document (with appendices).

"STATE" means the People of the State of New York acting by and through the Commissioner of the Department of Transportation.

"COMMISSIONER" means the Commissioner of the New York State Department of Transportation or his or her designated representative.

"GRANTEE" means the Port of Oswego Authority receiving financial assistance under this Agreement.

"NYSDOT" means the New York State Department of Transportation.

"Project or Approved Project" means the design, construction, reconstruction, establishment, improvement, rehabilitation or modernization of rail facilities and other capital improvements conducted pursuant to this Agreement.

"Project Costs" means those costs as defined and contemplated in Section 2.6 for accomplishing the work set forth in Appendix I of this Agreement and computed in accordance with 23 CFR, Part 140, Subpart I, and amendments thereto.

"Project Facilities" means those facilities being constructed on underlying property excluding the underlying property, together with all materials, equipment, facilities or supplies acquired, constructed, reconstructed, established, improved or rehabilitated by or on behalf of the GRANTEE pursuant to the provisions of this Agreement to accomplish the work program set forth in the Work Schedule.

"Work Schedule" means a description of the project as described in Appendix I.

ARTICLE TWO: CAPITAL IMPROVEMENTS

Section 2.1 Description of Work

GRANTEE agrees to complete or cause to be completed the work described in the Work Schedule constituting Appendix I of this Agreement (hereinafter referred to as the "Work Schedule"), which is attached hereto and made a part hereof, in accordance with said Work Schedule as may be

modified or amended, and within the term specified in Section 4.1 or any extension thereof.

The term for accomplishing of work set forth in said Work Schedule may be extended or modified by mutual agreement between the parties in writing. No work to be financed by the STATE may begin without written approval from the COMMISSIONER.

Section 2.2 Manner of Performing Work

GRANTEE agrees to undertake or cause to be undertaken and to proceed expeditiously with the work to be accomplished as described in the Work Schedule, and to complete or cause to be completed said work by the date specified in Section 4.1. GRANTEE shall update said schedule upon written approval of the COMMISSIONER as necessary to assure that it accurately reflects the GRANTEE's timetable for completion.

Section 2.3 Approval of Subcontracts

Prior to advertising for any contract, subcontract, or service, GRANTEE shall obtain the prior written approval of the COMMISSIONER, which shall not be unreasonably withheld or delayed. GRANTEE shall not execute any contract, subcontract or amendment thereto, or obligate itself in any other manner with any third party relating to or with respect to the Project to be undertaken pursuant to this Agreement without the prior written approval of the COMMISSIONER, which shall not be unreasonably withheld or delayed. This Section 2.3 shall apply only to contracts, subcontracts, amendments and obligations pursuant to which GRANTEE incurs costs or expenses which are to be paid for in whole or in part by the STATE pursuant to this Agreement.

All agreements between the GRANTEE and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this Agreement, (2) that nothing contained in the subcontract shall impair the rights of the STATE under this Agreement, and (3) that nothing contained in the subcontract, nor under this Agreement shall be deemed to create any contractual relationship between the subcontractor and the STATE.

Section 2.4 Environmental Protection and Permits

GRANTEE agrees to obtain or cause to be obtained all approvals, permits and licenses necessary to progress the work described in Appendix I - Work Schedule, and also agrees to comply or cause to be complied with all applicable Federal, State and Local environmental laws and regulations or other laws, including New York Railroad Law, which in any way impacts work to be accomplished by the project.

Section 2.5 Inspection

During the term of this Agreement, the COMMISSIONER shall have the right to enter upon the Project Facilities for the purposes of inspecting and examining the condition of the Project Facilities and any activities conducted pursuant to this Agreement. Such right shall be exercised only at reasonable times and upon prior notice to GRANTEE.

Such inspection shall be conducted as outlined in the "Manual of Construction Supervision and Inspection Procedures for Work by Railroad Force Account" and/or the "Manual of Construction Supervision and Inspection Procedures for Railroad Let Contracts" as prepared by the Rail Division/Operations Bureau of the New York State Department of Transportation and dated January 1984, as amended. It is intended by the parties hereto that by reference to said manuals, it is agreed that the provisions thereof are deemed to be included herein and are accepted as binding upon the parties for purposes establishing construction inspection standards to the same extent and with the same force and effect as if said manuals had been set forth in and made a part of this Agreement.

Section 2.6 Reimbursement

STATE agrees to reimburse GRANTEE the pro rata share of 100% of the eligible Project Costs up to the amount identified in Appendix I-Work Schedule which GRANTEE incurs for the work performed or facilities provided as described in the attached Appendix I-Work Schedule. GRANTEE agrees to provide a pro rata share of 0% of the eligible project costs as identified in Appendix I-Work Schedule. Project Costs in excess of STATE funds available for the work shall be the responsibility of GRANTEE. In no event shall the STATE be obligated to fund or reimburse any costs exceeding \$1,832,320.00. The STATE shall not be obligated to pay nor shall GRANTEE claim reimbursement for the use of facilities or equipment which have been acquired by GRANTEE in whole or in part with funds provided by STATE under this or any other agreement. GRANTEE shall provide its share of the cost of the project, if any.

Prior to start of construction, GRANTEE shall certify the source and availability of funds for Project Costs which are in excess of STATE funds being made available under this Agreement.

The GRANTEE shall submit to the STATE fair and reasonable charges, less the salvage value of materials recovered, as evidence by detailed invoices, for the cost of the work performed or facilities provided as described above, in accordance with the procedures acceptable to the COMMISSIONER and the State Comptroller. All costs charged to the project shall be properly supported by executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges and the payment of all liabilities by the GRANTEE. These documents shall be retained and maintained by the GRANTEE, as provided in Section 4.10 herein, so that they will be available for audit by authorized representatives of the COMMISSIONER and State Comptroller.

Monthly accounting, in accordance with approved certification of such costs incurred by

GRANTEE including the last day of the previous month less the salvage value of materials recovered during that month, shall be submitted, provided the amount is \$1,000.00 or more and may be submitted for smaller amounts or lesser time-frames upon special request by the party originating the same and approval of COMMISSIONER.

In addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

The STATE shall reimburse the GRANTEE in the amount of the approved Project Costs so submitted as to the work performed. In no event shall the cost to STATE of said work exceed the amount specified in the Work Schedule, except as such cost may hereinafter be increased pursuant to a written amendment to this Agreement by the parties hereto. All costs so submitted by GRANTEE shall be subject to approval by COMMISSIONER, and to audit by the COMMISSIONER and the State Comptroller.

Upon the completion of all said work by GRANTEE pursuant to this Agreement, a final statement of costs shall be submitted to the STATE within one hundred eighty (180) days. Upon receipt of the final statement of costs by the COMMISSIONER, the COMMISSIONER will conduct an audit of the GRANTEE project account records within one hundred eighty (180) days to determine the resources applied or used by GRANTEE in fulfilling the terms of this Agreement. Upon the completion of said audit and concurrence by GRANTEE, the final reimbursement payment will be made to GRANTEE.

Section 2.7 Electronic Contract Payments

GRANTEE shall provide complete and accurate supporting documentation of eligible expenditures as required by this contract, the COMMISSIONER and the State Comptroller. Following COMMISSIONER approval of such supporting documentation, payment for invoices submitted by the GRANTEE shall only be rendered electronically unless payment by paper check is expressly authorized by the COMMISSIONER, in the COMMISSIONER's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The GRANTEE shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <https://www.osc.state.ny.us/state-vendors>. The GRANTEE herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the applicable State Comptroller's electronic payment procedures, except where the COMMISSIONER has expressly authorized payment by paper check as set forth above.

Section 2.8 State Recovery of Ineligible Reimbursements.

In the event that any payments are made by the STATE to the GRANTEE for costs incurred by GRANTEE, which are subsequently determined to be ineligible for reimbursement under this Agreement, STATE may retain an amount equal to any such excess payments from any monies then or which may become due and owing to GRANTEE under the Agreement, or GRANTEE shall repay such amount to STATE within forty-five (45) days from the date GRANTEE receives notice of such determination of ineligibility or the date on which a final decision is made in any appeal or review of such determination authorized by applicable law and made by GRANTEE, whichever is later.

Section 2.9 Failure to Diligently Progress Project or Loss of State Participation.

In the event the COMMISSIONER determines that the GRANTEE has failed to diligently progress the project, or in the event the GRANTEE withdraws its approval of the project, or the GRANTEE suspends or delays work on the Project such that it can not be reasonably completed, or takes other action that results in the loss of state participation in the costs incurred pursuant to this agreement, the GRANTEE shall refund to the STATE all reimbursements received from or through the STATE. The STATE may offset any other STATE aid due to the GRANTEE by such amount and apply such offset to such repayment obligation of the GRANTEE.

Section 2.10 Civil Rights Requirements

The provisions of New York State Executive Law Article 15-A, Article 17-B and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") are applicable to all State contracts. The GRANTEE shall comply with these laws, rules and regulations and the M/WBE and SDVOB Program requirements.

a) Equal Employment Opportunity (EEO) Policy Statement. Pursuant to 5 NYCRR §143.2, a GRANTEE shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

b) Minority and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals. The GRANTEE must comply with all M/WBE requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises – Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement". If any part of the GRANTEE's grant is effectuated with either the GRANTEE's employed workforce or through pre-existing competitively procured contracts, then the GRANTEE shall not apply goals to that portion of the work. In either case, the GRANTEE is encouraged to maximize M/WBE and SDVOB participation to the maximum extent practicable.

c) M/WBE and SDVOB Guidance. Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at:

<https://www.dot.ny.gov/main/business-center/civil-rights/>. Assigned MWBE and SDVOB goals must be included in the GRANTEE's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement. For purposes of providing meaningful participation by MWBE and SDVOB firms on the Agreement and achieving the MWBE and SDVOB Contract Goals established in Section 2.10.a hereof, the GRANTEE should reference the directory of MWBE firms at the following Internet address: <https://ny.newnycontracts.com> and the directory of SDVOB firms at the following internet address: <https://online.oqs.ny.gov/SDVOB/search>.

d) Good Faith Efforts. If a GRANTEE fails to meet the MWBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

e) MWBE and SDVOB Compliance Reports. The GRANTEE shall require their consultants and contractors to submit electronic, monthly MWBE and SDVOB compliance reports via NYSDOT's Standard Civil Rights Reporting Software (EBO), on or before the 15th day of the immediately preceding month. The GRANTEE must apply for access to EBO at the following website: <https://www.dot.ny.gov/dotapp/ebo>.

f) Failure to Comply. If the GRANTEE fails to monitor and administer contracts in accordance with State requirements, the GRANTEE will not be reimbursed for associated activities within the affected contracts. The GRANTEE must ensure that any contract it awards under this Agreement has a Minority and Women-owned Business Enterprise (MWBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the GRANTEE's contractors and subcontractors fail to complete work for the project as proposed in the MWBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the GRANTEE's contracts and subcontracts funded in whole or in part by this agreement, to which contract goals are established by NYSDOT.

k) Equal Employment Opportunity (EEO) Requirements. EEO goals (as provided in "CAPITAL PROJECT GUIDELINES"), EEO Policy Statement (as provided in "Appendix B – MWBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's Standard Specifications §102-11 Equal Employment Opportunity Requirements) must be included in the contract documents and project advertisement.

<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

l) EEO Monitoring and Reporting. EEO participation shall be monitored by the GRANTEE as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

Section 2.11 Quarterly Project Reports

The GRANTEE shall submit, to the designated STATE representative, Quarterly Project Reports (Quarterly Reports), based on the quarters of the Federal fiscal year (October 1 through September 30), due ten (10) days after the end of each quarter (January 10, April 10, July 10 and October 10 of each year). The first Quarterly Report will cover the time period from when the fully executed agreement is received by the GRANTEE to the end of the specific quarter as described above.

The Quarterly Reports may be submitted hardcopy or (preferably) electronically. The Quarterly Reports should be in the format of Appendix III. Electronic copies of the Quarterly Reports shall can be obtained by contacting the STATE designee noted in Section 4.13 "Notices" of this Agreement.

The GRANTEE agrees to include in the Quarterly Reports, submitted in accordance with this Agreement, brief information on the following areas:

- A comparison of actual accomplishments with planned outcomes;
- Reason(s), if any, for delays;
- Planned outcomes for the upcoming quarter; and
- Any information relative or pertinent to project progress, cost and scheduled completion

The GRANTEE agrees that it will notify STATE of problems, delays or adverse conditions which materially impair the ability to meet the scheduled completion date as specified in Appendix I - Work Schedule.

The Quarterly Reports format and content requirements may be subject to change during the progress of the project. Quarterly Project Reports are considered project status reports and will address the progress made in achieving the work as depicted in Appendix I - Work Schedule.

Section 2.12 Federally Funded Grants

The funds provided to the GRANTEE through this Agreement are New York State funds. The GRANTEE may utilize federal funding for any GRANTEE share identified herein, subject to prior STATE approval and subject to the following conditions:

- i. The terms and conditions of this agreement that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply.
- ii. The GRANTEE shall comply with all applicable federal rules, regulations and program specific requirements.
- iii. The GRANTEE shall submit to the COMMISSIONER a copy of the grant or other instrument by which the federal funds are provided to the GRANTEE.

ARTICLE THREE: OPERATION, MAINTENANCE AND ABANDONMENT

Section 3.1 Title to Materials

The materials installed at STATE expense pursuant to this Agreement, excluding the underlying land, shall be the property of the STATE and title thereto shall vest in the STATE at the time of acquisition and shall remain vested in the STATE for the operation and maintenance term of this Agreement specified in Section 4.1 or any extension thereof. Upon completion of the operation and maintenance term of this Agreement, title shall be vested in the GRANTEE without need of any execution and delivery of deeds, bill of sale or other title document.

Section 3.2 Use and Disposition of Project Facilities

Upon completion and acceptance of the Project Facilities by GRANTEE, GRANTEE shall certify in writing to the COMMISSIONER that the Project Facilities have been completed and accepted in accordance with the WORK SCHEDULE.

GRANTEE shall provide rail service on or in connection with the Project Facilities in compliance with all applicable Federal, State and Local laws, ordinances and regulations in any way relating to the use, rail service or maintenance thereof.

GRANTEE agrees that, during the term of this Agreement or in any event if funding of the STATE's share is from the proceeds of bonds or other obligations issued by the STATE or any of its public benefit corporations, such Project Facilities shall not be sold, rendered unusable, relinquished, or disposed of by GRANTEE without the express written consent of the COMMISSIONER having first been obtained, which shall not be unreasonably withheld or delayed.

Section 3.3 Maintenance

GRANTEE agrees to maintain, or arrange to have maintained, at no expense to STATE, the Project Facilities as well as ancillary facilities, in accordance with usage, for the operation and maintenance term specified in Section 4.1 hereof.

Section 3.4 Abandonment

GRANTEE shall have the right to abandon part or all of the Project Facilities, or to discontinue or curtail service thereover, provided that:

- a. Said abandonment, discontinuance or curtailment of service has been authorized by the federal Surface Transportation Board or any body having jurisdiction thereof;
- b. At the time of abandonment, discontinuance or curtailment of service, the Project Facilities shall comply with all provisions of said Agreement; and

- c. The COMMISSIONER has the right to oppose any abandonment or discontinuance action before the Surface Transportation Board.

Should GRANTEE exercise this right to abandon part or all of the Project Facilities or permanently discontinue use thereof within the term of this Agreement, GRANTEE shall reimburse STATE for Project Costs previously reimbursed by STATE under this Agreement based on straight line depreciation of Project Costs reimbursed by STATE calculated over the maintenance term of this agreement as set forth in Section 4.1.

ARTICLE FOUR: GENERAL PROVISIONS

Section 4.1 Term of Agreement

The term of this Agreement shall begin on April 1, 2024; with work to be completed by December 31, 2029, unless otherwise amended; and the operation and maintenance term shall extend until 10 years from the date of completion of work as accepted by STATE.

Section 4.2 Required Approvals

In accordance with Section 112 of the State Finance Law, this Agreement shall not be valid, effective or binding upon the STATE until it has been approved by, and filed with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC).

Section 4.3 Liability and Indemnification

GRANTEE hereby agrees to indemnify and hold harmless the STATE, the Department of Transportation and their respective agents and employees from any and all liability for injury to or death of any person or persons and for loss of, damage to, or destruction of any property or equipment which arises from activities conducted by or on behalf of the GRANTEE pursuant to this Agreement, including all related costs and counsel fees, except when attributable to the fault or negligence of the STATE, the Department of Transportation, its respective agents and employees other than GRANTEE.

GRANTEE agrees to require its contractor(s) to procure and maintain until final acceptance of the Project by the STATE, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do business in the State of New York, covering all activities under this Agreement whether performed by the GRANTEE, its contractor(s) or subcontractor(s). GRANTEE shall furnish to the STATE a certificate(s), in a form satisfactory to the STATE, showing compliance with this Article, which certificate(s), shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the STATE. The kinds and amounts of insurance required are as follows:

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the GRANTEE's Contractor will be required to carry insurance of the following kinds and amounts:

a. Public Liability Insurance

With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

b. Protective Public Liability Insurance

With respect to the operations performed, subcontractors provide regular Contractor's Protective Public Liability Insurance for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

c. Motor Vehicle Liability Insurance

With respect to any motor vehicles which may be used in connection with the work to be performed, the Contractor shall maintain a policy(s) as required by the Motor Vehicle Laws of the State of New York to bear license plates.

d. Railroad Protective Public Liability Insurance

With respect to the operations the Contractor or any of the Contractor's subcontractors perform, Contractor shall provide Railroad Protective Public Liability Insurance (AAR-AASHTO Form) in the name of all railroad companies operating at the location of the Project Facilities providing for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than \$6,000,000 for damages as a result of more than one occurrence.

e. Force Account Insurance

The GRANTEE shall carry Force Account insurance covering bodily injury, legal liability, liability assumed under this Agreement and property damages resulting from any acts, errors or omissions for the work performed by GRANTEE's employees in connection with this Agreement. This policy shall provide limits not less than Two Million (\$2,000,000) nor more than Six Million Dollars (\$6,000,000) as determined by GRANTEE, the appropriate cost of which shall be reimbursed under FHWA, 23 CFR Part 140, Subpart 1 (April 7, 1992) as amended. The GRANTEE retains the right to self-insure any of its obligations under this provision.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily completed shall constitute a violation of the Agreement.

Section 4.4 Assignment

GRANTEE shall not assign this Agreement or any interest herein without first obtaining COMMISSIONER'S written consent thereto, which consent shall not be unreasonably withheld or delayed.

Section 4.5 Non-Waiver

No covenant or condition of this Agreement can be waived except by the written consent of the parties hereto. Forbearance or indulgence by STATE in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by GRANTEE as applicable, and until complete performance by the appropriate party of such covenant or condition, STATE shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite such forbearance or indulgence.

Section 4.6 Entire Agreement

This instrument and the appendices identified herein constitute the entire agreement between STATE and GRANTEE and it shall not be amended, altered or changed except by a written agreement signed by all of the parties hereto.

Section 4.7 Force Majeure

The obligations of the parties hereunder shall be subject to force majeure (which shall include strikes, riots, floods, acts of God, and other causes or circumstances beyond the control of the party claiming such force majeure as an excuse for non-performance), but only as long as, and to the extent that, such force majeure shall prevent performance of such obligations.

Section 4.8 Successors and Assigns

All the covenants and obligations of the parties hereunder shall bind their successors and assigns, and any document assigning same will incorporate language whereby assignee will specifically accept and assume all such covenants and obligations.

Section 4.9 Interpretation

The Article and Section headings utilized in this Agreement are for convenience only. This

Agreement shall be construed in accordance with and governed by the Laws of the State of New York. All appendices attached hereto are integral parts of this Agreement and the provisions set forth in the Appendices shall bind the parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this Agreement. Nothing expressed or implied herein shall give or be construed to give to any person, firm or corporation other than STATE or GRANTEE any legal or equitable right, remedy or claim under or in respect to this Agreement. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by COMMISSIONER and GRANTEE unless a provision hereof expressly permits any of the parties to effect termination, amendment, supplementation, waiver or modification hereunder, in which such action shall be taken in accordance with the terms of such provision.

Section 4.10 Records and Documents

GRANTEE shall maintain books, records and supporting documents in connection with the work to be accomplished pursuant to this Agreement. For a period of six (6) years from the date of submission of the final bill by GRANTEE or for the operation and maintenance term of the agreement as specified in Section 4.1, whichever is greater, the books, records, bills, vouchers, payrolls, invoices and other documents of every type and description pertaining to the work to be accomplished under this Agreement shall be available to COMMISSIONER or the State Comptroller, or their authorized representatives, for inspection and audit. All costs charged under this Agreement shall be supported by payrolls and time records, material consumption reports, business expense statements, paid invoices and contracts evidencing in detail the nature of the charges for which reimbursement is sought.

a. **Extended Records Retention Requirements.**

To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Agreement to the contrary, the GRANTEE must retain the following documents in connection with the Project:

- i. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- ii. Documents, if any, evidencing the sale or other disposition of the financed property.

The GRANTEE covenants to retain those records described above, which are used by the GRANTEE in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the GRANTEE's repayment

of funds distributed to the GRANTEE under this agreement.

Section 4.11 Termination or Suspension

The STATE shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- a. If a termination is brought about for the convenience of the STATE and not as a result of unsatisfactory performance on the part of GRANTEE, final payment shall be made based on the actual cost incurred by GRANTEE in accordance with the terms of this Agreement and as verified by audit. In determining the value of the work performed by GRANTEE prior to the termination, no consideration will be given to profit which GRANTEE might have made on the uncompleted portion of the work.
- b. If the termination is brought about as a result of unsatisfactory performance on the part of GRANTEE, the value of the work performed by GRANTEE, prior to termination shall be established by the percent of the amount of such work completed by GRANTEE and acceptable to the STATE, of the total amount of work contemplated by this Agreement.
- c. If, for any reason, the commencement, prosecution or timely completion of the Project is rendered improbable, infeasible, impossible or illegal, or if GRANTEE is determined by the STATE to be in default under its agreement, then the STATE may terminate the Project upon fifteen (15) days prior written notice to GRANTEE. GRANTEE shall have the opportunity to cure such default during this fifteen (15) day notice period.

The COMMISSIONER or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the GRANTEE. In the event of such suspension, the GRANTEE will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the GRANTEE must comply with the terms of the suspension order. Contract activity may resume at such time as the COMMISSIONER or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

Section 4.12 Severability

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

Section 4.13 Notices

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

PIN 3935.89.301
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Port of Oswego Authority

Port of Oswego Electric
Railcar Mover

- a. via certified or registered United States mail, return receipt requested, at the address here before identified;
- b. by facsimile transmission;
- c. by personal delivery;
- d. by expedited delivery service; or
- e. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

COMMISSIONER Contact: Raymond Hessinger
50 Wolf Road
Albany, New York 12232-0001
Phone: [518]457-8075
Fax: [518]457-3183
Raymond.Hessinger@dot.ny.gov

GRANTEE Contact: William Scriber
1 East Second Street
Oswego, New York 13126-1165
Phone: 315-343-4503
Fax:
wscriber@portoswego.com

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 facsimile transmission, 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 fifteen (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. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 4.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be original.

Section 4.15 Relationship to Parties

The relationship of the GRANTEE to the STATE is that of any independent contractor, and the

GRANTEE, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the STATE by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE, including, but not limited to worker's compensation coverage, retirement membership or credit.

Section 4.16 Documents Forming Agreement

This Agreement shall consist of this document and the following attachments:

- Appendix I, Work Schedule;
- Appendix II, Supplemental Title VI Provisions (Civil Rights Act);
- Appendix III, Quarterly Program Reporting Spreadsheet;
- Appendix A, Standard Clauses for all New York State Contracts
- Appendix B, M/WBE-SDVOB and EEO Policy Statement

**PORT OF OSWEGO AUTHORITY
SIGNATURE**

Department Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____

Title: _____

Dated: _____

By: _____

For the Commissioner

Dated: _____

State of New York

County of _____

On this _____ day of _____, 2024, before me personally came _____ of _____ to me known to be the _____ of Port of Oswego Authority, the entity described in and which executed the foregoing instrument; acknowledged to me that he executed the same, pursuant to authorization by Port of Oswego Authority.

Notary Public

Dated: _____

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

Dated: _____

Dated: _____

APPENDIX I - WORK SCHEDULE

PIN: 3935.89.301

CONTRACT NUMBER: DR39098

**PORT OF OSWEGO AUTHORITY
PORT OF OSWEGO ELECTRIC RAILCAR MOVER
CITY OF OSWEGO
OSWEGO COUNTY**

The Project will consist of the items of work set forth in this Work Schedule, and more fully described in the plans and estimates prepared by or on behalf of the GRANTEE as may be required. Should contract plans, specifications and estimates be required, they shall be prepared by or on behalf of the GRANTEE and subject to STATE approval and shall be deemed to be included herein as part of the Work Schedule.

This project provides for the procurement of a zero-emission technology electric railcar mover to be located and operated on the East Terminal of the Port of Oswego. The initiative also includes the installation of two electric charging stations within the Port for recharging the railcar mover's battery. The objectives for such an upgrade involve the reduction of operating and maintenance costs, emissions and truck traffic/noise while increasing performance and efficiency.

Work items to include:

Description	Estimated Cost
Procure one electric rail car mover	\$1,749,600.00
Procure and install two (2) electric charging stations	\$50,000.00
Administrative and Engineering for procurement	\$32,720.00
GRANTEE SHARE	\$0.00
NYS SHARE	\$1,832,320.00
TOTAL PROJECT COST	\$1,832,320.00

Individual work elements may be adjusted within the total Agreement amount with prior written approval of the STATE.

The STATE's financial participation is limited to one million, eight hundred thirty-two thousand, three hundred and twenty dollars (\$1,832,320.00) of the project costs. Any overage shall be the responsibility of the GRANTEE.

All work identified in this Work Schedule shall be completed no later than December 31, 2029.

APPENDIX II: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Port of Oswego Authority

Port of Oswego Electric
Railcar Mover

APPENDIX III – QUARTERLY PROGRAM REPORTING SPREADSHEET

Grant Recipient	
Contract #	
Project Identification #	
Total Award Amount	
Reporting Period	

Table 1. Rate of Expenditure. Record all funds expended for each budget category.

	State Funds Expended this Reporting Period	Cost-Share Expended this Reporting Period	Cumulative State Funds Expended	Cumulative Cost-Share Expended
Personnel	\$ -	\$ -	\$ -	\$ -
Materials	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -

Table 2. Narrative Responses

Question	Answer
What actual accomplishments occurred during the reporting period?	
Provide a comparison of actual accomplishments with the anticipated outputs/outcomes and timelines/milestones specified in the project Work Plan.	
If anticipated outputs/outcomes and/or timelines/milestones are not met, why not? Did you encounter any problems during the reporting period which may interfere with meeting the project objectives? If no funds were expended during the Reporting Period, provide an explanation as to why.	
How do you propose to remedy any problems? Identify how and the date you will get back on course to meet the anticipated outputs/outcomes and/or timelines/milestones specified in the project work plan.	
If any cost-share or additional leveraged funds are reported for this Reporting Period in Table 1 above, identify the source of the funds.	
What project activities are planned for the next reporting period?	

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for GRANTEE adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at

_____ (Insert project/service description)

M/WBE/SDVOB

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.
- (c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The GRANTEE agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # DR39098) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	9.00%	17.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	10.00%	6.00%
CN: Construction	10.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	7.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/mwbe-program> and <https://www.dot.ny.gov/main/business-center/civil-rights/sdvob-program>. In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the GRANTEE's contract,
- (8) the total dollar value of the work required by the GRANTEE's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the GRANTEE's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of GRANTEE's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the GRANTEE believes a non-standard goal is appropriate and supportable, the GRANTEE may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

Pre-Award: If the GRANTEE receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the GRANTEE must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the GRANTEE must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____

Title: _____

Name: _____

Date: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebussinesdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirector.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____