

PORT OF OSWEGO
AUTHORITY



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

Monday, August 19, 2024

4:30 PM Meeting

- 1. Call to Order**
- 2. Motion 08-19-2401: To move to executive session for discussion on the following:**
 - ✓ **Dean Marine Excavating (DME) – 5-minute limit**
 - ✓ **discuss the ILA Warehouse contract with Port counsel**
- 3. Motion 08-19-2402: To resume regular session.**
- 4. Motion 08-19-2403: To approve the Minutes of the 07-15-2024 regular monthly meeting (Exhibit A).**
- 5. Administrative Operational Report: (Exhibit B)**
- 6. Administrative Financial Reports: (A) Primary and (B) Subsidiary**
Motion 08-19-2404: To accept July'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 08-19-2405**: To authorize authorizing the Port of Oswego Authority to enter into the Agreement of Purchase and Sale with Vinegar Hill, LLC dated July 17, 2024 (the "Contract") concerning 19 E. Schuyler Street in the City of Oswego (the "Property") that Vinegar Hill, LLC ("Buyer") executed on or about July 17, 2024. The Contract provides that Buyer shall pay the Port the sum of \$200,000.00, plus the costs of the Port's legal fees up to \$8,500.00, in exchange for the Property. The Board authorizes William Scriber, in his capacity as Executive Director and CEO of the Port of Oswego Authority, to execute the Contract and to take all action necessary, convenient, or desirable to close the conveyance of title to the Property from the Port to Buyer pursuant to the terms and conditions of the Contract and to consummate the transaction envisioned under the Contract (Exhibit D).
- **Motion 08-19-2406**: To vote on the Memorandum of Agreement by and between the Port of Oswego Authority ("POA") and the International Longshoremen's Association ("ILA") Local 1570-A. This MEMORANDUM OF AGREEMENT ("MOA") is entered into as of August 19, 2024 and will remain in effect until the 31st day of December, 2028. This MOA is entered into in conjunction with the parties' execution of a Local Agreement (the "Local Agreement") supplementing the Master Agreement between the Great Lakes Stevedore Employers and the Great Lakes District Council-Atlantic Coast District International Longshoremen's Association AFL-CIO for the period January 1, 2024 through December 31, 2028 (the "Master Agreement"), and their execution of the Master Agreement (Exhibit E).

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

Motion 08-19-240 : To

Motion 08-19-240 : To

12. **Motion 08-19-240** : To adjourn the regular monthly meeting.

**Next Regular Monthly Board Meeting is scheduled for
Monday, September 16, 2024 @ 4:30pm**

MISSION STATEMENT

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Exhibit A

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

CALL TO ORDER: Mr. Enwright called the meeting to order at 4:37 PM.

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

ALSO PRESENT: Pat McMahon - Supervisor of Development & Maintenance, Kim Natoli - Port Employee, Mercedes Niess - Executive Director of the H. Lee White Maritime Museum, Dr. Robert Morgan - Vice President of the H. Lee White Maritime Museum.

ABSENT: Diane Zeller and Kathleen Macey.

OLD BUSINESS

Mr. Enwright invited members of the H. Lee White Maritime Museum to update Board members on the status of the LT-5. Mercedes Niess, Executive Director of the H. Lee White Maritime Museum, acknowledged the Port's efforts and partnership with the Museum. Regarding the LT-5 grants, Ms. Niess provided a copy of the Museum's Notice of Award. The deadline is at the end of August when the first extension will expire for the grant. The Museum will apply for a second extension (because they do not want to forfeit the federal funds for the LT-5, and if that is lost, the state funds are also lost).

Mr. Schneider inquired about the Museum extending the federal money, and if the funds were awarded, why is there a need to extend the funds. Dr. Morgan explained that it needed to be extended because the funds have not been used yet. Mr. Schneider confirmed that the extension would be extension on the grant's utilization, which also extends the state's expiration date.

Mercedes Niess provided that the Museum has been submitting interim reports on a regular basis since being awarded the grant. Dr. Morgan stated that the Museum is unable to get the funds until the final contract is signed by the Port. Mr. Enwright summarized the process up until this point:

- the initial document went back for review, the Board approved Mr. Scriber to sign the with the review of the Port's attorney, then it went back to the State, it was returned from the State, and there were possible significant changes.
- Mr. Scriber signed the original document, and that was submitted to the State, which was returned with changes. It was submitted to the Port's attorney, and the attorney stated that there were some concerns on the document that he wanted to address with the Museum, and that the Museum would be having a phone call the following day (with Port counsel). If the attorney approves the changes, Mr. Scriber is able to sign (the Board has already approved in a resolution to approve changes and that Mr. Scriber can sign and another authorization to sign is not necessary).

Mr. Schneider inquired what the State's role in the federal grant is; Ms. Niess explained that the State is the lead agency. The federal grant is a separate concern, however the contract the Museum is

attempting to get signed for the State is their interest, their money, in the grant. The federal portion must be matched, and the State agreed to provide the match for the grant money.

Ms. Niess and Dr. Morgan also updated Board members on the ongoing changes with the West Pierhead Lighthouse and Boat Tours.

Mercedes Niess and Dr. Robert Morgan left the meeting at 4:51 PM.

EXECUTIVE SESSION

Motion 07-15-2401: A motion was made by Mrs. Cosemento to move to Executive Session for discussion of confidential attorney/client matters. Mr. Schneider seconded the motion at 4:52 PM. Motion passed. 5-Aye, 0-Nay.

Motion 07-15-2402: A motion was made by Mrs. Cosemento to resume the regular monthly meeting at 5:47 PM. Motion seconded by Dr. Kares Smith. Motion passed. 5-Aye, 0-Nay.

APPROVAL OF MINUTES

Motion 07-15-2403:

A motion was made by Dr. Kares Smith to approve the minutes of the June 26, 2024 regular monthly 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 – June 2024

Update on projects:

- Monthly Report – included.
- Aluminum – still down on ships for aluminum, which has decreased the Port's revenue projections for the year; hopeful that the 3rd quarter will increase. Numerous trucks running aluminum (ran trucks at the local plant's request on a recent weekend), which is starting to empty the Port's yard out. As soon as the Port's yard gets emptied out, ships will begin to come, which generates revenue.
- West Terminal Repairs – ongoing, and approximately one week behind schedule.
- Dome 4 – complete.
- Rail Grant – rail car mover will go to bid in approximately one week.
- Meeting with the local aluminum plant and rail company last week – will create an operational plan to accommodate the increase of new ingots into Oswego, and at the same time advocating for additional days of service; planning for 90 rail cars per month.
- Grain Contract – the Board approved, and the contract was signed last month. A meeting to be held tomorrow (07/16/2024) to include the Probe professor at SUNY Oswego and her operational students to be ready to receive grain; had two inquiries for ships for corn going out for the Port's new customer.
- Operation Oswego County Ad – the Port is mentioned in the ad's literature from the IDA and Operation Oswego County as an integral part of business development of Oswego County.

- List of on-going projects – provided a list of current projects to Board Members that are on-going that are tentatively to be completed by 2026. For example:
 - bids on new rail car mover next week
 - plan to quadruple the Port’s rail capacity and thereby double revenues through rail in the next several years; the Port is becoming a rail-centric port which is important due to the St. Lawrence Seaway closure during the winter months; the Port is building rail and building operational ability to be able to handle a large amount of cargo by rail and move it through the area
 - dual receiving and loading system at the silo; requested a scope change last month; signed it and sent to Department of Transportation for their signature and will be going out to bid on that
 - breakwall projects continuing; negotiating in the next few weeks; large amount of stone being stored on the property; conversation with Army Corp of Engineers on what stone goes to what project; 3-4 projects of stone will take place next year

DISCUSSIONS ON TOPICS FROM ADMINISTRATIVE OPERATIONAL REPORT

Mr. Delia inquired about future rail operations, and how the anticipated amount of business will double and triple – what product would be brought into the Port. Mr. Scriber stated that a new track would be dedicated to grain operations so that the loads can turn around quickly. Rail will play a more important, long-term effect on business. Connections to water and rail make the Port unique.

ADMINISTRATIVE FINANCIAL REPORTS

Motion 07-15-2404: A motion was made by Mr. Schneider to accept June’s financial reports as presented. Motion seconded by Mrs. Cosemento. Motion passed. 5-Aye, 0-Nay.

Primary Financial Reports

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

Subsidiary Financial Reports

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

Mr. Schneider commented that there are rightful concerns regarding the pace of volume. This is a revenue-driven business, and revenues have been impacted due to decreased traffic into the Port, and decreased traffic across the Great Lakes as well, significant delays in aluminum, Dome 4 not being completed in time to secure contracts. Mr. Scriber commented on future revenue-generating contracts and projects. Mr. Schneider recommended that the Audit and Finance Committee meet with Mr. Scriber and Mrs. Godden soon to discuss and reforecast the remainder of the calendar year. Mr. Schneider also commented in the years that he has served on the Port’s Board that the finances are in much better shape than in the past, and in a year that did not ramp up as quickly as forecasted.

Chairman's Report: No report per Mr. Enwright.

COMMITTEE REPORTS:

Executive Committee: No report per Mrs. Cosemento.

Audit and Finance Committee: No report per Mr. Schneider; the Audit and Finance Committee will schedule a meeting to focus on forward projections.

Governance Committee: No report per Dr. Kares Smith.

Planning and Development Committee: No report (Ms. Macey was absent). Mr. Enwright inquired about a "soft opening" of the Goble Dry Dock Marina; Mr. Scriber stated that the "soft opening" was occurring now. Mr. McMahon will inquire about getting the fencing installed.

NEW BUSINESS:

Motion 07-15-2405: A motion was made by Mr. Schneider to authorize use of the Port of Oswego Authority west-side parking lot and associated property in front of the US Coast Guard Station for the 2024 Harborfest amusement rides, from Monday, July 22, 2024 – Monday, July 29, 2024. Motion seconded by Mr. Delia. Motion passed. 5-Aye, 0-Nay.

Mr. Enwright stated that this is done every year for Harborfest. Mr. Delia inquired if insurance was provided; Mr. Scriber stated that insurance is provided each year.

ADJOURNMENT

Motion 07-15-2406: A motion was made by Dr. Kares Smith to adjourn the regular monthly meeting at 6:15 PM. Motion seconded by Mrs. Cosemento. Motion passed. 5-Aye, 0-Nay.

Mr. Francis Enwright, Chairperson

Exhibit B



Administrative and Operations Report

August 2024

William W. Scriber, Executive Director

- Monthly (July 2024) operations update – see attached
- Dean Marine Excavating (DME) – renegotiated agreement
- Novelis – Aluminum-Rail Project progression
- Grain Customer Contract – Grain customer is purchasing contracts and will visit the Port at the start of operations
- AGLPA Trip to Chicago – 08/07/2024-08/09/2024 (see attached)
- Goble Dry Dock Marina Ribbon Cutting – Monday, August 12, 2024
- Senator Schumer – Meeting with representatives from Senator Schumer's office

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

Totals						
	# In	# Out	Total # In/Out	MT In	MT Out	Total MT In/Out
Trucks	0	290	290	0.000	9061.090	9061.090
Railcars	114	0	114	9992.904	0.000	9992.904
Vessels	2	0	2	5496.768	0.000	5496.768
Grand Totals	116	290	406	15489.672	9061.090	24550.762

	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	353.51	320.699	Outbound	Trucks	10
Grain	Soybeans	0.00	0.000	Inbound	Trucks	0
	Soybeans	0.00	0.000	Inbound	Railcar	0
	Soybeans	0.00	0.000	Outbound	Trucks	0
	Soybeans	0.00	0.000	Outbound	Railcar	0
	Soybeans	0.00	0.000	Outbound	Vessel	0
	Corn	0.00	0.000	Inbound	Trucks	0
	Corn	0.00	0.000	Inbound	Railcar	0
	Corn	0.00	0.000	Outbound	Trucks	0
	Corn	0.00	0.000	Outbound	Railcar	0
	Corn	0.00	0.000	Outbound	Vessel	0
Aluminum	Marubeni	3525.29	3198.119	Inbound	Vessel	2
	Marubeni	0.00	0.000	Inbound	Railcar	0
	Marubeni	1873.57	1699.673	Outbound	Trucks	54
	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	0.00	0.000	Outbound	Trucks	0
	Glencore	0.00	0.000	Inbound	Vessel	0
	Glencore	4337.89	3935.264	Outbound	Trucks	127
	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
	Gunvor	0.00	0.000	Inbound	Vessel	0
	Gunvor	0.00	0.000	Outbound	Trucks	0
	Gunvor	0.00	0.000	Outbound	Railcar	0
	Gunvor	0.00	0.000	Inbound	Railcar	0
IXM	0.00	0.000	Inbound	Trucks	0	
IXM	0.00	0.000	Inbound	Trucks	0	
IXM	0.00	0.000	Inbound	Railcar	0	

	IXM	3352.81	3041.616	Outbound	Trucks	97
	Mitsubishi	70.37	63.839	Outbound	Trucks	2
	Mitsubishi	0.00	0.000	Inbound	Trucks	0
	Mitsubishi	1432.21	1299.292	Inbound	Vessel	1
	Mitsubishi	0.00	0.000	Inbound	Railcar	0
	Hartree	1101.59	999.357	Inbound	Vessel	1
	Hartree	0.00	0.000	Inbound	Trucks	0
	Hartree	0.00	0.000	Outbound	Trucks	0
	Hartree	0.00	0.000	Outbound	Railcar	0
	Hartree	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	0.00	0.000	Outbound	Trucks	0
	Novelis Ingots	0.00	0.000	Inbound	Trucks	0
	Novelis Ingots	0.00	0.000	Inbound	Railcar	0
	Novelis Ingots	0.00	0.000	Outbound	Railcar	0
	Novelis Transfer Loads	0.00	0.000	Outbound	Trucks	0
Dean Marine Rock/Stone	Rock/Stone	11015.30	9992.904	Inbound	Railcar	114



**AMERICAN
GREAT LAKES PORTS
ASSOCIATION**

2024
ANNUAL CONFERENCE
CHICAGO, ILLINOIS • AUGUST 8 & 9



AGENDA

LOEWS CHICAGO HOTEL

12:00 PM - 1:00 PM

WELCOME LUNCH

Wright Ballroom 4+5

1:00 PM - 4:15 PM

AFTERNOON CONFERENCE SESSION

Wright Ballroom 1+2+3

1:00 PM - 1:30 PM

WELCOME

Steve Fisher, Executive Director
American Great Lakes Ports Association

Paul LaMarre, President
American Great Lakes Ports Association

Erik Varela, Executive Director
Illinois International Port District

1:30 PM - 2:00 PM

PARTNERSHIP FOR SUCCESS

Adam Tindall-Schlicht, Administrator
Great Lakes St. Lawrence Seaway
Development Corporation

Jim Athanasiou, President
St. Lawrence Seaway Management Corporation
*on binational cooperation to grow trade
and enhance the environment*

2:00 PM - 2:30 PM

SEAWAY VOYAGE INFORMATION SYSTEM

Jack Meloche, General Manager Marine Information System
St. Lawrence Seaway Management Corporation
*demonstrating the beta version of the region's
new VIS system*

2:30 PM - 3:00 PM

AUTOMATION IN THE MARITIME INDUSTRY

Jean Fahmy, Vice President Digital
Canada Steamship Lines
*on the use of data and AI to improve economic and
environmental performance*

3:00 PM - 3:30 PM

ACCELERATING DECARBONIZATION IN THE MARITIME INDUSTRY

David Cummins, President
Blue Sky Maritime Coalition
*on binational efforts to achieve net-zero greenhouse gas
emissions in the maritime industry*

3:30 PM - 4:00 PM

DETROIT CASE STUDY

DR. ROBERT MOORCROFT, Carbon Reduction Scientist
Tunley Environmental

MARK SCHRUPP, Executive Director
Detroit / Wayne County Port Authority
*on the Port of Detroit's new decarbonization and air
quality improvement plan*

4:00 PM - 4:15 PM

SPONSOR SPOTLIGHT

Foth

4:15 PM - 5:30 PM

WELCOME RECEPTION

City View Rooftop Terrace

6:00 PM - 9:00 PM

DINNER CRUISE ONBOARD CHICAGO'S EMERALD LADY

Sponsored by The Great Lakes Towing Company
Mercury Cruise Dock - Chicago Riverwalk at Michigan
Avenue (rain or shine)

FRIDAY, AUGUST 9TH

7:00 AM - 8:00 AM

BREAKFAST BUFFET

Wright Ballroom 4+5

8:00 AM - 12:00 PM

MORNING CONFERENCE SESSION

Wright Ballroom 1+2+3

8:00 AM - 8:30 AM

ADVOCACY FOR THE NATION'S PORTS

Cary Davis, *President, American Association of Port Authorities*
on legislative and regulatory priorities for the nation's ports

8:30 AM - 9:30 AM

PORT INFRASTRUCTURE DEVELOPMENT - BEST PRACTICES TO SECURE FEDERAL ASSISTANCE

Panel discussion led by Mr. Bill Paape, Associate Administrator Ports & Waterways Maritime Administration (MARAD)

Wade Morefield, *Infrastructure Development Program Manager, MARAD*

Bryan Herdliska, *Senior Grants Management Specialist, MARAD*

Joe Cappel, *Vice President, Toledo-Lucas County Port Authority*

Deb Deluca, *Executive Director, Duluth Seaway Port Authority*

Joe Liebau, *Senior Strategic Advisor, Foth*

Bill Hanka, *Hanka Advisor*

9:30AM - 9:45 AM

SPONSOR SPOTLIGHT

shark&minnow

9:45 AM - 10:15 AM

COFFEE BREAK

10:15 AM - 10:45 AM

BUILDING BIG INFRASTRUCTURE

Kevin McDaniels, *Deputy District Engineer, U.S. Army Corps of Engineers / Detroit District*
on construction progress at the new \$3.2 billion Soo Lock

10:45 AM - 11:15 AM

CORPS OF ENGINEERS DISTRICT UPDATES

Nick Zager, *Chief, Operations Division - U.S. Army Corps of Engineers / Detroit District*

Adam Hamm, *Chief of Operations - U.S. Army Corps of Engineers / Buffalo District*

Paul Mazzeno, *Chief, Operations and Regulatory Division - U.S. Army Corps of Engineers/Chicago District*

11:15 AM - 12:00 PM

PFAS AND PORTS

Mr. Fred Andes, *Partner, Barnes & Thornburg LLP*

on regulatory efforts to address PFAS contamination and potential impacts at ports

12:00 PM - 1:00 PM

LUNCH

Wright Ballroom 4+5

1:00 PM - 3:00 PM

AFTERNOON CONFERENCE SESSION

Wright Ballroom 1+2+3

1:00 PM - 1:30 PM

PACESETTER AWARDS

presentation of the Robert J. Lewis Pacesetter Award recognizing ports that have grown commerce over the last year

1:30 PM - 1:45 PM

SPONSOR SPOTLIGHT

Ports of Indiana / Burns Harbor

1:45 PM - 2:15 PM

GREAT LAKES SHIPYARDS - OPPORTUNITIES FOR GROWTH

Mr. Patrick Kelly, *Chief Executive Officer, Fraser Industries LLC*

on the future of Great Lakes shipbuilding and ship repair

2:15 PM - 3:00 PM

NAVIGATION SAFETY POST BALTIMORE

Panel discussion led by Capt. Paul C. LaMarre III, Director of the Port of Monroe

Capt. John Boyce, *President - St. Lawrence Seaway Pilots Association*

Capt. Tony Brandano, *President - Lakes Pilots Association*

Capt. Chris Edyvean, *President - Western Great Lakes Pilots Association*

Gregg Thauvette, *Executive VP of Operations - The Great Lakes Towing Company*

Paul Christensen, *Vice President of Vessel Operations - Interlake Maritime Services Co.*

Clay Diamond, *Executive Director - General Counsel, American Pilots Association*



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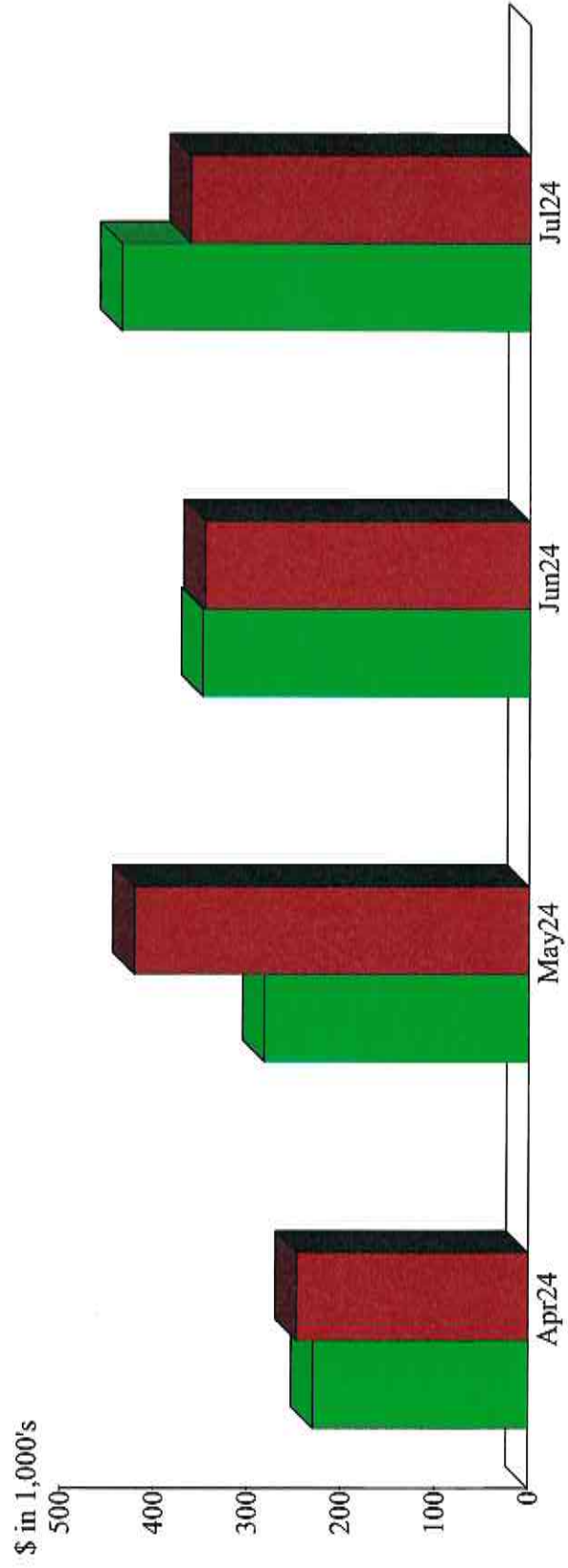
Designed in the Great Lakes by

shark & minnow

Exhibit C-1

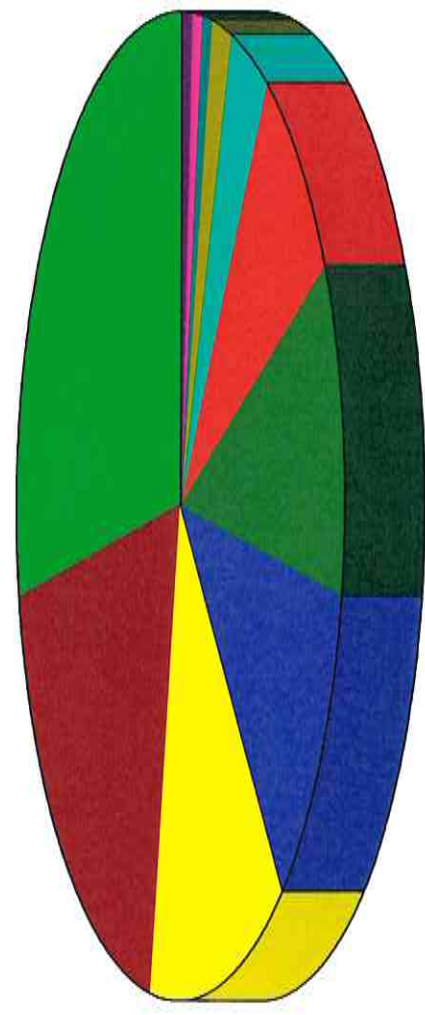
Income and Expense by Month
April through July 2024

Income
Expense



Income Summary
April through July 2024

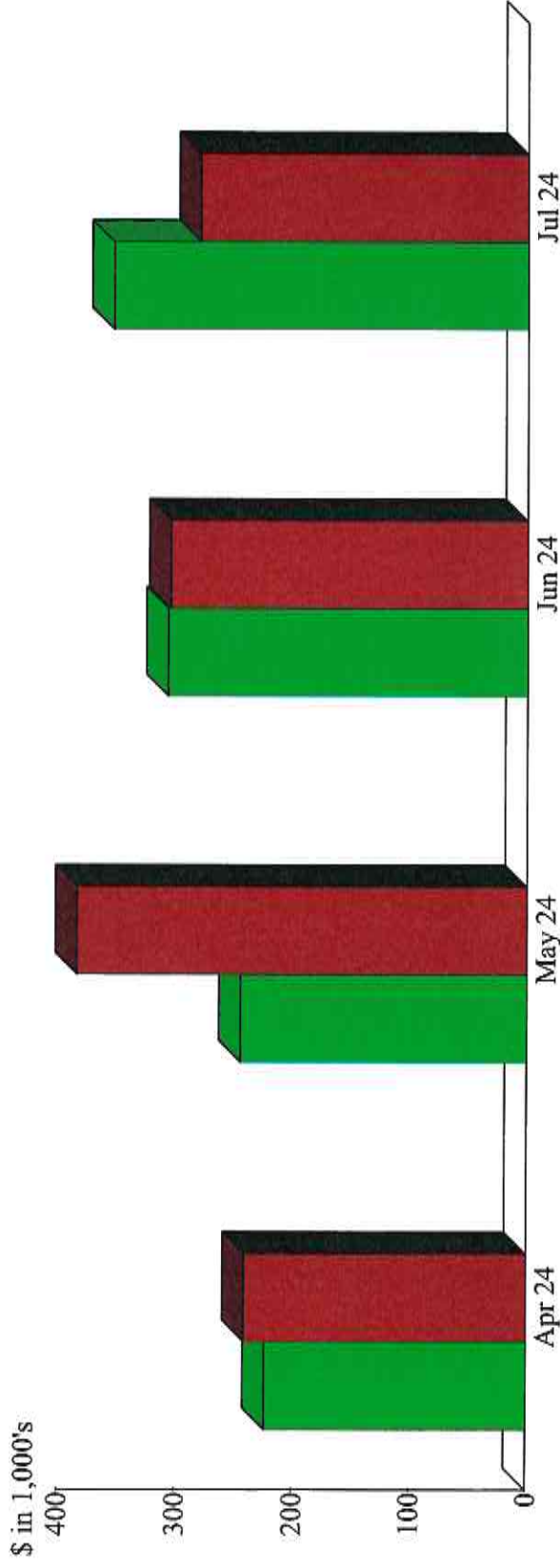
4800000	Marina Income	28.02%
4400000	Rental	19.41
4600000	Stevedoring	13.61
4000000	Storage	11.44
4300000	Loading and Unloading	11.12
4500000	Misc Income	8.30
4200000	Wharfage	3.93
4100000	Dockage	2.03
8999999	Interest Income - Leases	1.09
9000000	Interest Income	1.00
4850000	RV Park	0.05
Total		\$1,297,987.44



By Account

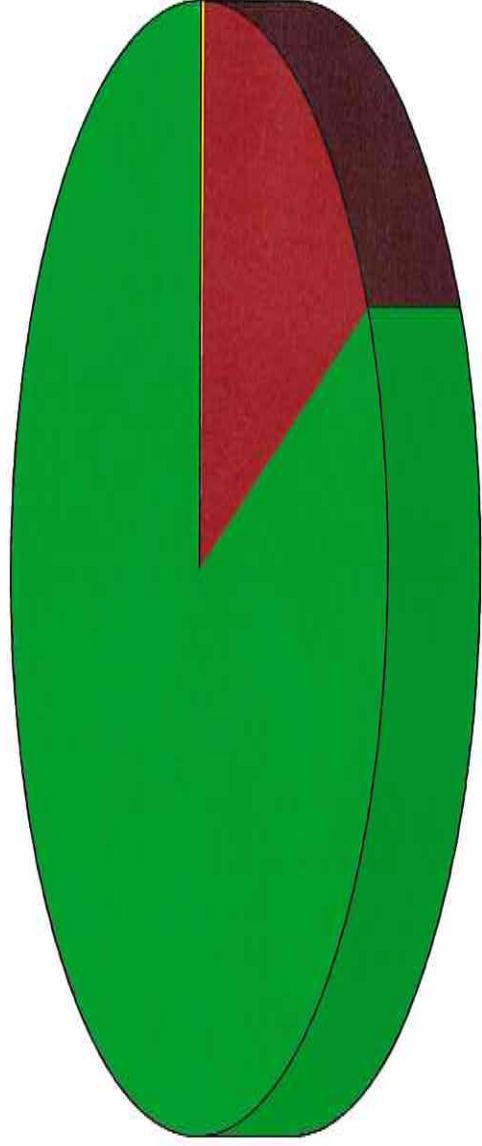
Income and Expense by Month
April through July 2024

Income
Expense



Income Summary
April through July 2024

Port	82.68%
Marina	17.26
RV Park	0.05
Total	\$1,128,801.77



By Class

Port of Oswego Authority
Cash Position
 As of July 31, 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	170,074.98	657,874.89	682,120.92	-24,246.03	145,828.95
1000700 · Health Fund - Key Bank					
Total 1000700 · Health Fund - Key Bank	1,220.39	7,500.00	6,218.09	1,281.91	2,502.30
1001000 · Comptroller Fund - Key Bank					
Total 1001000 · Comptroller Fund - Key Bank	24,252.99	582,355.33	601,461.82	-19,106.49	5,146.50
1001001 · Gen. State Checking - Key Bank					
Total 1001001 · Gen. State Checking - Key Bank	315,317.77	593,689.58	571,599.24	22,090.34	337,408.11
1001500 · Key Money Market					
Total 1001500 · Key Money Market	166,687.24	80.75	86,000.00	-85,919.25	80,767.99
TOTAL	<u>677,553.37</u>	<u>1,841,500.55</u>	<u>1,947,400.07</u>	<u>-105,899.52</u>	<u>571,653.85</u>

Port of Oswego Authority
Balance Sheet
As of July 31, 2024

	Jul 31, 24	Jul 31, 23	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1000100 · Petty Cash	164.51	89.15	75.36
1000300 · Oswego Marina - Register fund	600.00	600.00	0.00
1000600 · Imprest Fund - Key Bank	145,828.95	316,446.80	-170,617.85
1000700 · Health Fund - Key Bank	2,502.30	2,403.33	98.97
1001000 · Comptroller Fund - Key Bank	5,146.50	12,259.01	-7,112.51
1001001 · Gen. State Checking - Key Bank	337,408.11	961,594.28	-624,186.17
1001500 · Key Money Market	80,767.99	83,040.37	-2,272.38
1003200 · CD - Wtrline Maint Fund	10,212.08	0.00	10,212.08
1003300 · CD - Bldg Rehab Fund	99,798.56	88,489.72	11,308.84
Total Checking/Savings	<u>682,429.00</u>	<u>1,464,922.66</u>	<u>-782,493.66</u>
Accounts Receivable			
1100000 · Accounts Receivable	218,699.74	328,053.71	-109,353.97
Total Accounts Receivable	<u>218,699.74</u>	<u>328,053.71</u>	<u>-109,353.97</u>
Other Current Assets			
1100103 · Accounts Receivable Other	995.04	995.04	0.00
1100104 · Short term Lease Receivable	361,003.00	149,136.62	211,866.38
1201000 · Prepaid Insurance	69,631.51	63,487.35	6,144.16
1202000 · Prepaid expense	193.05	193.05	0.00
1210000 · Inventory Asset	45,648.61	37,143.77	8,504.84
1300000 · Grant Receivable	335,422.22	2,729.07	332,693.15
1400000 · Cont. Stab. Prog. Reserve	19,003.00	0.00	19,003.00
1499000 · Undeposited Funds	4,343.56	11,024.87	-6,681.31
Total Other Current Assets	<u>836,239.99</u>	<u>264,709.77</u>	<u>571,530.22</u>
Total Current Assets	<u>1,737,368.73</u>	<u>2,057,686.14</u>	<u>-320,317.41</u>
Fixed Assets			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	14,074,827.75	0.00
1502050 · Land & Land Impr-Held for Lease	1,720,082.91	1,537,131.13	182,951.78
1502100 · Alcan Water Line	1.00	1.00	0.00
1502300 · Bldgs & Improvem-Capital Assets	8,515,160.43	8,519,141.43	-3,981.00
1502350 · Bldgs & Improvem-Held for Lease	4,060,508.32	4,019,489.22	41,019.10
1502400 · Office Equipment & Furniture	489,831.94	473,841.90	15,990.04
1502500 · Operating Equipment	3,300,108.43	3,672,564.57	-372,456.14
1502501 · Equipment - Marina	316,721.60	305,221.60	11,500.00
1502550 · Lease Assets	650,694.19	434,701.63	215,992.56
1502555 · Accumulated Amortization	-46,028.80	-38,507.04	-7,521.76
1502600 · Computer Software	32,872.24	32,872.24	0.00
1502800 · Acc Dep-Bldg & Impr-Cap Assets	-6,906,904.54	-6,722,169.54	-184,735.00
1502850 · Acc Dep Bldg & Impr-Held for Le	-2,445,921.00	-2,331,837.00	-114,084.00
1502900 · Acc Dep - Operating Equip	-2,451,505.33	-2,554,080.33	102,575.00

Port of Oswego Authority
Balance Sheet
As of July 31, 2024

	Jul 31, 24	Jul 31, 23	\$ Change
1502905 · Acc Dep - Marina equipment	-238,569.00	-239,567.00	998.00
1503000 · Acc Dep - Office Equipment	-468,900.46	-462,481.46	-6,419.00
1503100 · Acc Dep-Land & Impr-Cap Assets	-8,623,469.11	-8,048,916.11	-574,553.00
1503101 · Acc Dep - Computer Software	-32,872.00	-32,872.00	0.00
1503150 · Acc Dep Land & Impr-Held for Le	-166,594.00	-96,532.00	-70,062.00
1503200 · Acc Dep - Lease Asset	-158,555.00	-158,555.00	0.00
1503600 · Equipment - New or Replacement	5,873.58	0.00	5,873.58
1504000 · Cap Imp-Osw.Marina bldg update	13,096.72	0.00	13,096.72
1504200 · Cap Imp - Warehouse roof	38,790.00	0.00	38,790.00
1504900 · Cap Imp - Gas Dock improvements	0.00	1,031.76	-1,031.76
1505600 · Cap Imp - Agricultural Center	14,664,052.44	14,526,875.62	137,176.82
1505700 · Cap Imp - Marina Pumpout System	11,066.79	0.00	11,066.79
1505800 · Cap Imp - Railcar conveyor	0.00	11,546.14	-11,546.14
1506000 · Cap Imp - Marina sewer imprvmt	7,840.00	0.00	7,840.00
1506400 · Cap Imp - Warehouse doors	0.00	17,105.44	-17,105.44
1506600 · Cap Imp - RV Park	172.23	96,200.96	-96,028.73
1507300 · Cap Imp - Scales	0.00	75,314.01	-75,314.01
1507800 · Cap Imp - FEMA-West 2017	1,145,371.94	377,425.42	767,946.52
1507802 · Cap Imp - FEMA-East 2017	1,689,658.29	1,649,705.43	39,952.86
1508600 · Cap Imp-REDI 19515-Goble Marina	2,080,056.62	1,212,520.64	867,535.98
Total Fixed Assets	31,277,468.18	30,352,000.41	925,467.77
Other Assets			
1100105 · Long Term Lease Receivable	1,195,342.90	1,050,987.48	144,355.42
1100106 · Interest Receivable	3,431.62	2,390.56	1,041.06
1800000 · Pension - Deferred Outflow	416,815.00	-190,195.00	607,010.00
1800001 · Deferred Outflow - OPEB	251,739.00	385,391.00	-133,652.00
Total Other Assets	1,867,328.52	1,248,574.04	618,754.48
TOTAL ASSETS	34,882,165.43	33,658,260.59	1,223,904.84
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000100 · Accounts Payable	482,577.08	868,192.36	-385,615.28
Total Accounts Payable	482,577.08	868,192.36	-385,615.28
Credit Cards			
2000101 · Key Bank - Bill Mastercard	716.09	1,842.38	-1,126.29
2000103 · Lowe's credit card	1,046.25	126.69	919.56
Total Credit Cards	1,762.34	1,969.07	-206.73
Other Current Liabilities			
2000200 · Retainage Payable	30,452.57	104,801.50	-74,348.93
2000300 · Accounts Payable Other	46,557.31	753.89	45,803.42
2000610 · Deposits received	25,000.00	20,000.00	5,000.00

Port of Oswego Authority
Balance Sheet
As of July 31, 2024

	<u>Jul 31, 24</u>	<u>Jul 31, 23</u>	<u>\$ Change</u>
2000700 · Refund payable	181,658.15	0.00	181,658.15
2001000 · Accrued Salaries	37,372.40	37,502.49	-130.09
2001200 · Accrued Compensation	74,102.28	58,468.03	15,634.25
2001600 · Accrued NYS Retirement Withheld	1,377.09	984.74	392.35
2001700 · NYS Retirement Loan Withheld	722.00	836.00	-114.00
2001800 · NYS Retirement Arrears Withheld	514.59	0.00	514.59
2002500 · Accrued Dental Ins Withheld	-0.37	0.00	-0.37
2002700 · Accrued NYS PFL withheld	2,158.40	1,906.74	251.66
2003000 · #1570A Pension Fund	17,059.06	30,074.31	-13,015.25
2003100 · 1570 1% Checkoff Withheld	234.61	416.19	-181.58
2003200 · 1570 1/10% Checkoff Withheld	23.46	41.63	-18.17
2003300 · 1570A 9/10% Checkoff Withheld	211.14	374.59	-163.45
2003401 · 1570A Local Dues Withheld	431.88	761.38	-329.50
2005600 · Payments on Insurance Claims	961.95	961.95	0.00
2005700 · Short Term Lease Liability	179,222.79	131,042.17	48,180.62
2550000 · Sales Tax Payable	-2,029.31	-602.48	-1,426.83
Total Other Current Liabilities	<u>596,030.00</u>	<u>388,323.13</u>	<u>207,706.87</u>
Total Current Liabilities	1,080,369.42	1,258,484.56	-178,115.14
Long Term Liabilities			
2500400 · NYS Retirement Employer Contri	0.00	10,289.00	-10,289.00
2500500 · Advances from NYS	3,405,925.71	3,455,925.71	-50,000.00
2500600 · Vehicle Note Payable	42,689.44	0.00	42,689.44
2501400 · OPEB liability	1,655,480.00	1,559,497.00	95,983.00
2502200 · Note Payable-SANY Forklift-LEAF	404,098.88	469,121.77	-65,022.89
2503500 · Long Term Lease Liability	272,500.21	109,847.91	162,652.30
2600000 · Net Pension Liability - ERS	491,403.00	-187,532.00	678,935.00
2800001 · Deferred Inflow - OPEB	878,276.00	1,084,415.00	-206,139.00
2800002 · Deferred Inflow - Lessor	1,481,793.13	1,162,512.96	319,280.17
Total Long Term Liabilities	<u>8,632,166.37</u>	<u>7,664,077.35</u>	<u>968,089.02</u>
Total Liabilities	9,712,535.79	8,922,561.91	789,973.88
Equity			
3000500 · Contributed Capital	144,946.00	144,946.00	0.00
3001000 · Contributed Capital - Federal	45,777.00	45,777.00	0.00
3001500 · Grant from NYS	2,253,367.90	2,253,367.90	0.00
3001600 · Grant MultiCodul Capital Proj	2,073,783.33	2,073,783.33	0.00
3001700 · Grant-MultiModal	370,000.00	370,000.00	0.00
3001800 · Grant Energy Savings	60,000.00	60,000.00	0.00
3005000 · Retained Earnings	20,302,491.02	19,678,911.68	623,579.34
Net Income	<u>-80,735.61</u>	<u>108,912.77</u>	<u>-189,648.38</u>
Total Equity	<u>25,169,629.64</u>	<u>24,735,698.68</u>	<u>433,930.96</u>
TOTAL LIABILITIES & EQUITY	<u><u>34,882,165.43</u></u>	<u><u>33,658,260.59</u></u>	<u><u>1,223,904.84</u></u>

Port of Oswego Authority
Profit & Loss
July 2024

	Period to Date			Year to Date			% Variance from Budget
	Actual	Prior	Budget	Actual	Prior	Budget	
Ordinary Income/Expense							
Income							
4000000 · Storage	30,961.92	18,526.71	32,791.67	148,502.99	59,091.15	131,166.64	17,336.35
4100000 · Dockage	8,115.60	12,247.72	11,111.11	26,365.71	45,686.41	44,444.45	-18,078.74
4200000 · Wharfrage	19,401.61	21,828.95	25,555.56	50,961.44	66,677.44	102,222.22	-51,260.78
4300000 · Loading and Unloading	36,986.97	41,497.85	51,708.33	144,380.38	192,868.54	206,833.34	-62,452.96
4400000 · Rental	93,900.91	65,052.37	58,688.80	251,943.64	164,409.82	234,755.20	17,188.44
4500000 · Misc Income	32,357.26	23,993.42	35,975.00	107,710.08	100,598.58	143,900.00	-36,189.92
4600000 · Stevedoring	74,532.18	109,553.88	135,111.11	176,720.54	398,984.99	540,444.45	-363,723.91
4750000 · Profit Share	0.00	0.00	7,500.00	0.00	0.00	30,000.00	-30,000.00
4800000 · Marina Income	134,641.42	132,459.83	97,337.15	363,664.87	352,693.56	389,348.55	-25,683.68
4850000 · RV Park	600.00	0.00	400.00	600.00	0.00	1,200.00	-600.00
Total Income	431,497.87	425,160.73	456,178.73	1,270,849.65	1,381,010.49	1,824,314.85	-553,465.20
Cost of Goods Sold							
4900000 · Cost of Goods Sold	82,973.35	83,477.98	48,571.43	169,185.67	160,707.38	194,285.71	-25,100.04
Total COGS	82,973.35	83,477.98	48,571.43	169,185.67	160,707.38	194,285.71	-25,100.04
Gross Profit	348,524.52	341,682.75	407,607.30	1,101,663.98	1,220,303.11	1,630,029.14	-528,365.16
Expense							
5000000 · Personal Service	111,243.47	121,105.39	130,421.34	480,627.14	526,472.17	577,225.59	-96,598.45
6050000a · Travel Expense	55.99	409.64	708.33	984.14	1,538.31	2,833.33	-1,839.19
6100000a · Auto Expense	108.09	164.42	333.34	250.46	2,183.80	1,333.34	-1,082.88
6110000a · Fuel expense	2,422.20	2,834.54	3,933.34	9,718.99	12,447.86	15,733.34	-6,014.35
6150000a · Office Supplies	5,535.46	1,207.90	5,250.00	33,260.36	26,696.77	21,000.00	12,260.36
6150200 · General Insurance Expense	28,405.09	27,982.93	29,046.91	113,707.96	107,610.74	116,187.66	-2,479.70
6200000a · Advertising & Printing	2,020.37	4,322.07	3,333.34	7,989.67	12,990.12	13,333.34	-5,343.67
6250000a · Communications	505.18	486.54	916.66	2,520.58	3,356.94	3,666.66	-1,146.08
6260000 · FTZ expenses	350.00	0.00	83.34	900.00	0.00	333.34	566.66
6300000a · Fuel, Light & Power	4,778.01	3,610.88	5,166.66	33,119.83	21,152.00	20,666.66	12,453.17
6350000a · Household Supplies	1,758.64	2,693.79	2,208.34	8,297.97	9,045.50	8,833.34	-535.37
6400000a · Payroll Taxes	9,021.07	8,343.24	0.00	37,646.78	39,825.64	0.00	37,646.78
6450000a · Health Insurances	23,749.39	19,464.45	0.00	102,723.86	82,687.82	0.00	102,723.86
65000000 · ILA Pension	17,059.06	30,074.31	33,333.33	76,649.75	120,010.88	133,333.36	-56,683.61
6520000 · CSEA Workboots/Workclothes	210.92	0.00	83.33	210.92	0.00	333.33	-122.41
6550000a · Special Supplies	6,373.38	5,637.89	6,250.00	28,176.70	28,147.73	25,000.00	3,176.70
6551300a · Spec Supp & Ex - Metered Water	651.57	618.20	291.66	969.74	907.87	1,166.66	-196.92

Port of Oswego Authority
Profit & Loss
July 2024

	Period to Date			Year to Date			% Variance from Budget	
	Actual	Prior	Budget	Actual	Prior	Budget		\$ Over Budget
6551500 · Spec Supp & Ex - Comm Support	0.00	250.00	1,082.50	10,800.00	12,600.00	4,250.00	6,550.00	154.1%
6560000 · Professional Services	11,533.02	14,804.10	11,166.66	64,243.29	87,153.75	44,666.66	19,576.63	43.8%
6570000 · Marina Supp & Expenses	17,610.67	9,471.61	7,847.02	36,625.90	25,067.14	31,388.11	5,237.79	16.7%
6580000 · Education/Training	0.00	0.00	24.92	995.00	0.00	99.67	895.33	898.3%
6590000 · Technical Services	0.00	0.00	1,643.12	0.00	7,020.00	6,572.47	-6,572.47	-100.0%
660000a · Repairs & Maintenance	10,265.05	16,530.51	6,333.34	48,831.39	51,018.67	25,333.34	23,498.05	92.8%
6670000 · House Gasoline	109.46	310.95	0.00	798.95	735.85	0.00	798.95	100.0%
6700000 · Rentals	0.00	0.00	1,041.66	0.00	12,541.25	4,166.66	-4,166.66	-100.0%
6700200 · Lease-Track Mobile	0.00	0.00	2,558.00	0.00	0.00	10,232.00	-10,232.00	-100.0%
6700300 · Lease - other equipment leases	4,400.00	1,196.00	14,488.00	14,396.00	1,049.00	63,652.00	-49,256.00	-77.4%
6700301 · Lease - vehicles	0.00	0.00	292.92	0.00	0.00	1,171.68	-1,171.68	-100.0%
6750000 · Write offs	0.00	0.00	0.00	0.00	0.01	0.00	0.00	0.0%
6800000 · Museum	544.54	475.67	750.00	2,494.23	3,320.59	3,000.00	-505.77	-16.9%
6850000 · Interest Expense	4,374.02	6,788.60	3,333.34	19,914.14	12,950.05	13,333.34	6,580.80	49.4%
6900000 · Freight Expense	136.74	388.97	458.34	1,594.57	1,576.48	1,833.34	-238.77	-13.0%
Total Expense	263,241.39	279,372.60	272,359.74	1,138,458.32	1,210,706.94	1,150,679.22	-12,220.90	-1.1%
Net Ordinary Income	85,283.13	62,310.15	135,247.56	-36,784.34	9,596.17	479,349.92	-516,144.26	-107.7%
Other Income/Expense								
Other Income								
8999999 · Interest Income - Leases	3,431.38	2,390.70	0.00	14,182.44	9,721.66	0.00	14,182.44	100.0%
9000000 · Interest Income	1,784.21	3,350.18	3,000.00	12,955.35	17,917.04	12,000.00	955.35	8.0%
9000001 · Grant - Agricultural Center	0.00	0.00	230,966.58	0.00	-87,804.68	230,966.58	-230,966.58	-100.0%
9000014 · NYS Grant Pin 3935.59 ET Pier	0.00	0.00	0.00	0.00	0.00	36,259.41	-36,259.41	-100.0%
9000017 · FEMA DR 4348	0.00	609,085.67	638,081.35	0.00	-21,164.73	958,769.08	-958,768.08	-100.0%
9000020 · Auction / Sale of equipment	0.00	0.00	0.00	0.00	265,000.00	0.00	0.00	0.0%
9001400 · REDI - Goble Marina	0.00	0.00	90,611.52	0.00	-28,084.28	181,223.04	-181,223.04	-100.0%
Total Other Income	5,215.60	614,826.55	962,659.45	27,137.79	155,585.01	1,419,218.11	-1,392,080.32	-98.1%
Other Expense								
9005500 · Amortization Expense	16,686.16	13,179.03	0.00	71,079.06	56,268.41	0.00	71,079.06	100.0%
Total Other Expense	16,686.16	13,179.03	0.00	71,079.06	56,268.41	0.00	71,079.06	100.0%
Net Other Income	-11,460.56	601,647.52	962,659.45	-43,941.27	99,316.60	1,419,218.11	-1,463,159.38	-103.1%
Net Income	73,802.57	663,957.67	1,097,907.01	-80,735.61	108,912.77	1,898,568.03	-1,979,303.64	-104.3%

Port of Oswego Authority
Marina Profit & Loss
April through July 2024

Ordinary Income/Expense	Apr - Jul 24	Apr - Jul 23	\$ Change
Income			
4400000 · Rental	400.00	400.00	0.00
4800000 · Marina Income			
4800100 · Marina Inc - Slip Rental	80,750.00	83,200.00	-2,450.00
4800101 · Marina Inc-Transient mooring	46,706.00	42,530.50	4,175.50
4800200 · Marina Inc - Misc	260.00	495.00	-235.00
4800300 · Marina Inc - Storage	600.00	0.00	600.00
4800400 · Marina Inc - Gas Sales	217,276.72	199,274.38	18,002.34
4800500 · Marina Inc-Gin Pole	11,209.00	10,000.00	1,209.00
4800501 · Marina Inc-Hoist	2,243.00	2,173.00	70.00
4800600 · Marina-FishClean/OYC/Barn Rent	1,200.00	1,200.00	0.00
4800800 · Marina Inc - Towing services	1,012.50	3,950.10	-2,937.60
4800900 · Marina Inc - Service/Labor	609.96	7,111.50	-6,301.54
4801000 · Marina Inc - Winterization	0.00	430.00	-430.00
4801100 · Marina Inc - Tackle	12.75	12.55	0.20
4801200 · Marina Inc - Boat Supply	682.69	1,141.78	-459.09
4801400 · Marina Inc - Beverages	144.25	79.75	64.50
4801500 · Marina Inc - Snacks	263.00	124.00	139.00
4801700 · Marina Inc - Ice	495.00	897.00	-402.00
Total 4800000 · Marina Income	363,664.87	352,619.56	11,045.31
Total Income	364,064.87	353,019.56	11,045.31
Cost of Goods Sold	169,185.67	160,648.05	8,537.62
Gross Profit	194,879.20	192,371.51	2,507.69
Expense			
5000000 · Personal Service	71,043.21	46,819.26	24,223.95
615000a · Office Supplies	2,214.97	2,298.96	-83.99
635000a · Household Supplies	1,129.95	428.48	701.47
640000a · Payroll Taxes	6,620.94	4,131.57	2,489.37
645000a · Health Insurances	1,403.82	1,230.39	173.43
655000a · Special Supplies			
6550000 · Spec Supp & Ex - Miscellaneous	787.93	14.90	773.03
6550200 · Spec Supp & Ex - Dump Fees	679.52	624.68	54.84
6550500 · Spec Supp & Ex - New Signage	51.00	793.24	-742.24
6551202 · Spec Supp & Ex - Safety	24.95	0.00	24.95
6551400 · Spec Supp & Ex - Port H2O use	0.00	20.95	-20.95
6551600 · Spec Supp & Ex - Discounts Used	-0.44	-18.19	17.75
Total 655000a · Special Supplies	1,542.96	1,435.58	107.38
6570000 · Marina Supp & Expenses			
6571000 · MarinaSupp & Ex-Misc	1,269.62	1,729.34	-459.72
6571200 · MarinaSupp & Ex-Maintenance	888.45	100.00	788.45
6571201 · MarinaSupp & Ex-Equip repairs	5,904.24	1,678.59	4,225.65
6571300 · MarinaSupp & Ex-Utilities	7,052.93	5,345.70	1,707.23
6571400 · MarinaSupp & Ex-Credit Card Exp	21,082.94	15,845.54	5,237.40
6571600 · MarinaSupp & Ex-Winteriz costs	0.00	59.98	-59.98
6571700 · MarinaSupp & Ex-Cable	479.92	379.92	100.00
6571800 · Marina Supp & Ex-reg over/short	4.37	0.07	4.30
Total 6570000 · Marina Supp & Expenses	36,682.47	25,139.14	11,543.33
660000a · Repairs & Maintenance	5,134.82	3,283.24	1,851.58
6670000 · House Gasoline	487.11	501.14	-14.03
6700300 · Lease - other equipment leases	2,280.00	2,280.00	0.00
6900000 · Freight Expense	112.99	105.90	7.09
Total Expense	128,653.24	87,653.66	40,999.58
Net Ordinary Income	66,225.96	104,717.85	-38,491.89
Net Income	66,225.96	104,717.85	-38,491.89

Exhibit C-2

**Port of Oswego Authority
Imprest Bills**

July 1 - 2, 2024
W-35

American Great Lakes Ports Association		\$4,589.25
	AGLPA Membership Dues - 3rd Quarter	
Avaya Financial Services		\$2,145.50
	Phone Lease	
Benefit Resource, Inc.		\$100.00
	Monthly Administration Fee	
Burke's Do-it-Best Home Center		\$197.61
	Floating Fuel Dock Repairs, Bathhouse Repairs, Goble Marina materials, spray paint, bolts, nuts, gas can, Marina Repairs	
Cintas		\$478.44
	Work Uniforms, Floor Mats, Shop Supplies	
CIT Group Inc		\$2,558.00
	Trackmobile Lease	
Computer Outlet North, Inc.		\$499.00
	24-port Gigabit POE Managed Switch Rack, 16 POE+, 8 non-POE	
Cooper Electric		\$40.88
	Plug, Switch for tank relocation	
Donovan Marine Inc.		\$366.58
	Marina Resale Items - Boat Wash, Oil, Tissue, Deck Cleaner, Flag	
FitzGibbons Agency LLC		\$62,395.00
	Multiple Insurance Policy Installments	
Glider Oil		\$11,656.14
	Marina Diesel, Port Diesel, Port Propane	
Key Bank - B		\$8,099.54
	Monthly Credit Card Charges	
LEAF		\$156.99
	Copier Lease	
Mohawk Global Logistics Corp		\$62.50
	FTZ Consulting	
NaGr #-38103 Gas & Elec Main Warehouse		\$4,772.49
	Electric Delivery & Supply (3 months, 1 Account)	
NYS Dept. of Labor - UI Div		\$651.86
	NYS Unemployment Insurance	

**Port of Oswego Authority
Imprest Bills**

July 1 - 2, 2024
W-35

Oswego Auto Parts		\$160.99
	Motor Oil, DEF Fluid	
Paychex		\$1,388.97
	Payroll Administration & Fees	
		<hr/>
		\$100,319.74

**Port of Oswego Authority
Imprest Bills**

July 5 - 9, 2024
W-37

Steve Terzulli		\$95.92
	Work Clothes	
Burke's Do-it-Best Home Center		\$99.93
	Crack Sealant, Mason Line, Tape, Level, & Hole Post Line for RVP	
Butler Disposal Systems Inc		\$297.95
	Trask & Recycle Service, Oswego County Disposal Fees	
C&S Engineers, Inc.		\$42,891.89
	Professional Services - Grain Handling/Construction Administration, FEMA West Terminal Pier, West Terminal Pier- Construction Insp.	
Computer Outlet North, Inc.		\$261.50
	Office Supply (Mouse) & Monthly E-mails/Virus Protection	
Ed & Ed Business Technology, Inc.		\$107.20
	Contract Charge for Copier	
Electric Eel Sewer, Drain Cleaning & Plum		\$687.50
	Sewer line clean out at the Marina Bathhouse	
Glider Oil		\$22,880.97
	Port Propane, Marina Gasoline, Marina Diesel,	
Great Lakes Seaway Review		\$775.00
	Great Lakes Seaway Review - vertical advertisement	
LEAF		\$8,258.53
	Heavy Forklift Monthly Payment	
Mohawk Global Logistics Corp		\$350.00
	FTZ Consulting - Inland Freight	
National Grid		\$4,813.49
	Electric Supply & Delivery - 12 Accounts	
S&B Computer and Office Products, Inc.		\$215.07
	USGS Water, Household Supplies, & Credit	
S&W Services, Inc.		\$3,927.23
	Fuel Dispenser Work - new hoses, & filters	
TK Elevator Corp		\$1,064.95
	Elevator Maintenance	
Wells Technology, Inc		\$193.80
	Ship Expense - Slings for forklifts	

\$86,920.93

**Port of Oswego Authority
Imprest Bills**

July 10 - 16, 2024

W-40

Bowers CPAs and Advisors	Annual Audit F/Y Ending 03/31/2024	\$13,400.00
Brown Carbonic Sales Co.	Resale Ice for the Marina	\$575.00
Butler Disposal Systems Inc	Trash Service, Dumpster Rentals, Fuel Surcharges, Container Lift	\$342.65
Chirello Advertising	Advertising Items - Month of June 2024	\$450.00
Cintas	Shop Supplies - Floor Mats, Work Uniforms, Safewasher Fluid	\$87.42
CSX Transportation	Open Yard Demurrage - Two Invoices, billed to DME	\$1,050.00
Glider Oil	Port Diesel, Marina Gasoline, Marina Diesel	\$11,124.46
NaGr #-04008 Security Gate, Entrance Elec	Electric Delivery & Supply - 1 Account	\$94.72
Pathfinder Bank - LOC (Goble/FEMA)	Interest Only	\$606.39
	Interenst Only on LOC	
Paychex	Payroll Administration & Fees	\$1,356.36
Raby's Ace Homecenter	Painting Supplies for the Marina Bathhouse, Caulk for Goble Marina	\$61.44
Rental Warehouse, Inc.	Tow-Behind Auger with bit for digging post holes for RV Park	\$133.10
S&B Computer and Office Products, Inc.	Household Items, Office Supplies, Port Water, Credit for USGS	\$374.25
Shark Welding & Repair Service	Gin Pole Winch Repair at Marina	\$4,800.00
Verizon Business	Port Cell Phones for Bill, Pat, Tammy, & George	\$126.64
WD Malone	West Terminal Repairs Pay App #3	\$21,469.98
WEX Inc.	Fuel for Port Vehicles	\$199.78

**Port of Oswego Authority
Imprest Bills**

July 23, 2024

W-42

Babcock Highway Supply, Inc.		\$26.84
	Signage for Goble Marina/Docks	
Brady Systems		\$933.50
	Labor on Rail Scale Repair	
Business Council of NYS, Inc.		\$374.84
	Life, AD&D, & LTD Insurance	
CSEA Employee Benefit Fund		\$1,517.48
	Employee Vision & Dental Insurance	
Empire Hydraulics & Machine, LLC		\$1,248.46
	Repair of Cylinders for Case Dozer 550H	
Glider Oil		\$12,202.36
	Marina Diesel, Marina Gasoline, & Port Propane	
GM Financial Leasing		\$292.92
	Monthly Lease Payment for Equinox	
Haun Welding Supply Inc.		\$216.03
	1-Year Cylinder Lease, & Cylinder Lease for June 2024	
LexisNexis		\$206.00
	Legal Information	
Lowe's		\$844.55
	Monthly Credit Card Charges	
NaGr #-05002 Gas & Elec New Garage		\$458.92
	Electric Delivery & Supply - 2 Months of Bills	
NaGr #-38103 Gas & Elec Main Warehouse		\$1,465.85
	Electric Delivery & Gas Supply	
Pathfinder Bank - 2024 Chevy P/U		\$833.15
	Monthly Vehicle Loan	
Paychex		\$1,253.75
	Payroll Administration & Fees	
S&B Computer and Office Products, Inc.		\$31.96
	Water Cooler Rental for the Port (4 Rentals)	
Shark Welding & Repair Service		\$11,500.00
	Goble Marina Main Dock Repairs	
Standard Security Life Ins. Co. of NY		\$1,043.44
	DBL & PFL Quarterly Premium	

**Port of Oswego Authority
Imprest Bills**

July 23, 2024

W-42

Taylor Northeast, Inc.		\$12,558.00
	Forklift Rentals (13)	
The Main Street America Group		\$8,064.00
	Commercial Auto Renewal	
Wells Fargo Financial Leasing		\$4,400.00
	Doosan Lease	
		<hr/>
		\$59,472.05

**Port of Oswego Authority
Imprest Bills**

July 24, 2024
W-43

NYS DHSES Refund to FEMA

\$11,405.33

Refund for overpayment received on FEMA DR4472

\$11,405.33

**Port of Oswego Authority
Check Detail**

July 24 - 30, 2024

W-46

Timothy Hibbert		\$117.25
	TWIC Card Renewal Reimbursement	
Steve Terzulli		\$115.00
	Reimbursement for Work Boots	
AmVet Office Supplies, LLC		\$85.62
	Office Supplies - Copy Paper, Post-It Notes	
C&S Engineers, Inc.		\$30,191.96
	Professional Services - West Terminal Pier Repairs, Construction Inspection	
Cintas		\$565.86
	Floor Mats & Work Uniforms	
Computer Outlet North, Inc.		\$1,159.00
	10-Hour Service Agreement, Desktop Repairs, External HDD	
Glider Oil		\$21,845.34
	Port Propane, Port Diesel, Marina Gasoline, Marina Diesel	
LEAF		\$156.99
	Copier Lease	
Lockwood Septic Service CDS, Inc.		\$160.00
	Septic Pump-Out for the Kaho	
Mid Country Machinery, Inc.		\$5,873.58
	Extended Warranty & Mast View Camera for SANY Forklift	
Oswego Auto Parts		\$109.65
	Oil & Filter for Lawnmower, Oil & Filter for Equinox, Shop Use Items	
Palladium Times/Sample News Group Oswego		\$70.37
	Advertisement for Loader Bids in Newspaper	
Pathfinder Bank - LOC		\$250.00
	LOC Annual Renewal Fee	
Paychex		\$1,085.31
	Payroll Administration & Fees	
Plyler Contracting and Marine Services		\$200.00
	Tow-Boat USA with Captain & Crew	
Rombough Electric Inc.		\$46,194.00
	Completion of Dock Electrical at Goble Marina	
S&B Computer and Office Products, Inc.		\$649.72
	Marina Water, USGS Water Cooler Rental & Water, & Household Items	

Port of Oswego Authority
A/P Aging Summary
As of July 31, 2024

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
A.N. Martin Systems LLC	6,299.36	0.00	0.00	0.00	0.00	0.00	6,299.36
Aflac	1,085.76	0.00	0.00	0.00	0.00	0.00	1,085.76
Avaya Financial Services	2,145.50	0.00	0.00	0.00	0.00	0.00	2,145.50
Babcock Highway Supply, Inc.	45.70	0.00	0.00	0.00	0.00	0.00	45.70
Benefit Resource, Inc.	100.00	0.00	0.00	0.00	0.00	0.00	100.00
Bond, Schoeneck & King, PLLC	3,325.00	0.00	0.00	0.00	0.00	0.00	3,325.00
Bousquet Holstein PLLC	5,442.50	0.00	0.00	0.00	0.00	0.00	5,442.50
Burke's Do-it-Best Home Center	118.22	0.00	0.00	0.00	0.00	0.00	118.22
Butler Disposal Systems Inc	243.65	0.00	0.00	0.00	0.00	0.00	243.65
C&S Engineers, Inc.	1,765.52	0.00	0.00	0.00	0.00	0.00	1,765.52
Cintas	87.42	0.00	0.00	0.00	0.00	0.00	87.42
CIT Group Inc	2,558.00	0.00	0.00	0.00	0.00	0.00	2,558.00
City of Oswego Water - #000004-000	551.37	0.00	0.00	0.00	0.00	0.00	551.37
City of Oswego Water - #006583-000	100.20	0.00	0.00	0.00	0.00	0.00	100.20
Diamond Roofing Company, Inc.	29,655.00	0.00	0.00	0.00	0.00	0.00	29,655.00
Glider Oil	52,794.67	0.00	0.00	0.00	0.00	0.00	52,794.67
Key Bank - B	3,370.62	0.00	0.00	0.00	0.00	0.00	3,370.62
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
Lysander Construction, LLC	6,300.00	0.00	0.00	0.00	0.00	0.00	6,300.00
Material Handling Products Corp.	0.00	0.00	11,115.75	0.00	0.00	0.00	11,115.75
Mikel's Auto Repair & Sales Inc.	0.00	42.00	0.00	0.00	0.00	0.00	42.00
NaGr #-04008 Security Gate, Entrance Elec	123.82	0.00	0.00	0.00	0.00	0.00	123.82
NaGr #-05002 Gas & Elec New Garage	369.15	0.00	0.00	0.00	0.00	0.00	369.15
NaGr #-09104 Lighting-1 Gate, 1 NE Corner	117.22	0.00	0.00	0.00	0.00	0.00	117.22
NaGr #-10106 Electric - Barrel Bldg.	40.80	0.00	0.00	0.00	0.00	0.00	40.80
NaGr #-32051 Storage (Silo & Barrel Bldg)	1,211.01	0.00	0.00	0.00	0.00	0.00	1,211.01
NaGr #-38107 Gas Museum	27.62	0.00	0.00	0.00	0.00	0.00	27.62
NaGr #-38118 Marina - Unit B	688.87	0.00	0.00	0.00	0.00	0.00	688.87
NaGr #-39107 F&W	831.36	0.00	0.00	0.00	0.00	0.00	831.36
NaGr #-40109 Electric Derrick	29.75	0.00	0.00	0.00	0.00	0.00	29.75
NaGr #-40127 11 Lake St Gas & Elec.	87.13	0.00	0.00	0.00	0.00	0.00	87.13
NaGr #-41109 Electric Museum	400.04	0.00	0.00	0.00	0.00	0.00	400.04
NaGr #-47025 Marina - Pier B	422.91	0.00	0.00	0.00	0.00	0.00	422.91
NaGr #-74022 Vinegar Hill	40.42	0.00	0.00	0.00	0.00	0.00	40.42
NaGr #-83002 - 22 Mercer - Security Pole	24.74	0.00	0.00	0.00	0.00	0.00	24.74
NaGr #-91027 Marina - Pier A	1,079.37	0.00	0.00	0.00	0.00	0.00	1,079.37
Natoli General Contractors	10,860.77	0.00	0.00	0.00	0.00	0.00	10,860.77
NYS Insurance Fund - WC	0.00	0.00	-4,455.89	0.00	0.00	0.00	-4,455.89
Oswego Printing Company Inc.	167.53	0.00	0.00	0.00	0.00	0.00	167.53
Oswego State Athletics	0.00	1,500.00	0.00	0.00	0.00	0.00	1,500.00
Pathfinder Bank - LOC (Goble/FEMA)	250.00	0.00	0.00	0.00	0.00	0.00	250.00
Rombough Electric Inc.	59,400.00	0.00	0.00	0.00	0.00	0.00	59,400.00
S&B Computer and Office Products, Inc.	363.84	-35.19	0.00	0.00	0.00	0.00	328.65
Shark Welding & Repair Service	5,700.00	0.00	0.00	0.00	0.00	0.00	5,700.00
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
Taylor Northeast, Inc.	431.19	0.00	0.00	0.00	0.00	0.00	431.19
WD Malone	261,778.67	0.00	0.00	0.00	0.00	0.00	261,778.67
Wells Fargo Financial Leasing	4,400.00	0.00	0.00	0.00	0.00	0.00	4,400.00
Wells Technology, Inc	294.15	0.00	0.00	0.00	0.00	0.00	294.15
WEX Inc.	181.08	0.00	0.00	0.00	0.00	0.00	181.08
TOTAL	474,410.41	1,506.81	6,659.86	0.00	0.00	0.00	482,577.08

Port of Oswego Authority
A/R Aging Summary
 As of July 31, 2024

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
*Transient	0.00	0.00	0.00	0.00	0.00	2,490.62 ¹	2,490.62
ARG International	4,364.22	0.00	2,630.65	0.00	0.00	0.00	6,994.87
Dean Marine & Excavating, Inc	18,281.00	3,838.88	0.00	0.00	0.00	0.00	22,119.88
DeLong, Frederick	-375.00	0.00	0.00	0.00	0.00	0.00	-375.00
General Services Admin.	8,939.81	0.00	0.00	0.00	0.00	0.00	8,939.81
Glencore LTD.	24,299.98	0.00	0.00	0.00	0.00	0.00	24,299.98
Goldman Sachs & Co	6,200.39	-0.01	0.00	0.00	0.00	0.00	6,200.38
Gunvor SA	2,038.10	789.58	0.00	0.00	0.00	0.00	2,827.68
H Lee White Maritime Museum	0.00	300.00	0.00	0.00	0.00	0.00	300.00
Hartree Partners, LP	15,376.10	0.00	0.00	0.00	0.00	0.00	15,376.10
Heidelberg Materials (Lehigh)	8,552.83	0.00	0.00	0.00	0.00	0.00	8,552.83
IXM Trading LLC/Louis Dreyfus Co.	9,372.10	0.00	0.00	0.00	0.00	0.00	9,372.10
Kerr, James	0.00	0.00	0.00	0.00	0.00	1,394.78 ²	1,394.78
Manning, Greg	0.00	0.00	0.00	0.00	0.00	864.00 ³	864.00
Marubeni America Corp.	64,573.63	0.00	0.00	0.00	0.00	0.00	64,573.63
McKeil Marine	1,475.50	4,337.87	0.00	0.00	0.00	0.00	5,813.37
Mitsubishi International Corporation	20,009.35	0.00	0.00	0.00	0.00	0.00	20,009.35
Monette, Edward	0.00	0.00	0.00	0.00	0.00	-50.00	-50.00
Novelis-Oswego Works	0.00	5,650.00	0.00	0.00	0.00	0.00	5,650.00
Nutrien Ag Solutions - CPS	1,612.47	0.00	0.00	0.00	0.00	0.00	1,612.47
Oswego Expeditions/Destination Expeditio	0.00	-100.00	0.00	0.00	0.00	0.00	-100.00
Oswego Yacht Club	0.00	150.00	0.00	0.00	0.00	0.00	150.00
Ryan, Patrick	0.00	0.00	0.00	0.00	0.00	756.00 ⁴	756.00
WT Terminal Oswego, LLC	10,926.89	0.00	0.00	0.00	0.00	0.00	10,926.89
TOTAL	195,647.37	14,966.32	2,630.65	0.00	0.00	5,455.40	218,699.74

1. Left message as he hasn't contacted to make payment as had arranged.

2. Making monthly payments

3. Letter sent and followed with phone call.

4. Received 8/14/2024

Port of Oswego Authority
Loan Summary
as of July 31, 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	\$ 404,098.88	\$ -	7.750%
Note Payable - 2024 Chevy Silverado	\$ 42,689.44	\$ -	6.875%

Port of Oswego Authority
Schedule of Assets
 As of July 31, 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	-8,623,469.11	5,451,358.64
1502050 · Land & Land Impr-Held for Lease	1,720,082.91	-166,594.00	1,553,488.91
1502100 · Alcan Water Line	1.00	0.00	1.00
1502300 · Bldgs & Improvem-Capital Assets	8,515,160.43	-6,906,904.54	1,608,255.89
1502350 · Bldgs & Improvem-Held for Lease	4,060,508.32	-2,445,921.00	1,614,587.32
1502400 · Office Equipment & Furniture	489,831.94	-468,900.46	20,931.48
1502500 · Operating Equipment	3,300,108.43	-2,451,505.33	848,603.10
1502501 · Equipment - Marina	316,721.60	-238,569.00	78,152.60
1502550 · Lease Assets	650,694.19	-158,555.00	492,139.19
1502600 · Computer Software	<u>32,872.24</u>	<u>-32,872.24</u>	<u>0.00</u>
Total Fixed Assets	33,160,808.81	-21,493,290.68	11,667,518.13

Port of Oswego Authority
YTD Sales Report
April through July 2024

	<u>Apr - Jul 24</u>	<u>%</u>	<u>Apr - Jul 23</u>	<u>%</u>	<u>\$ Change</u>
Income					
4000000 · Storage					
4002800 · Storage - Marubeni	12,779.31	1.01%	5,218.85	0.38%	7,560.46
4002900 · Storage - Glencore	29,051.26	2.29%	4,457.64	0.32%	24,593.62
4003000 · Storage - Goldman Sachs	25,639.46	2.02%	2,505.02	0.18%	23,134.44
4003300 · Storage - ARG Intl.	21,594.66	1.70%	0.00	0.00%	21,594.66
4003400 · Storage - Mercuria	794.18	0.06%	10.43	0.00%	783.75
4003500 · Storage - Mitsubishi	789.70	0.06%	155.89	0.01%	633.81
4003600 · Storage - The Andersons	0.00	0.00%	32,960.00	2.39%	-32,960.00
4003900 · Storage - Kuehne & Nagel	0.00	0.00%	290.05	0.02%	-290.05
4004100 · Storage - SQC Metals	30,588.64	2.41%	0.00	0.00%	30,588.64
4004200 · Storage - Gunvor	1,723.31	0.14%	0.00	0.00%	1,723.31
4005000 · Storage - Miscellaneous	4,900.00	0.39%	9,436.44	0.68%	-4,536.44
4008100 · Storage - IXM	20,642.47	1.62%	4,056.83	0.29%	16,585.64
Total 4000000 · Storage	148,502.99	11.69%	59,091.15	4.28%	89,411.84
4100000 · Dockage					
4100100 · Dockage - Algoma Central	3,771.69	0.30%	3,771.69	0.27%	0.00
4100200 · Dockage - Lehigh (Heidelberg)	8,356.48	0.66%	8,756.48	0.63%	-400.00
4102200 · Dockage - New England Steamship	0.00	0.00%	20,210.68	1.46%	-20,210.68
4102700 · Dockage - McKell Marine	8,400.24	0.66%	8,857.36	0.64%	-457.12
4102900 · Dockage - WT Terminal	1,587.30	0.12%	1,465.20	0.11%	122.10
4105000 · Dockage - Miscellaneous	4,250.00	0.33%	2,625.00	0.19%	1,625.00
Total 4100000 · Dockage	26,365.71	2.07%	45,686.41	3.31%	-19,320.70
4200000 · Wharfage					
4200100 · Wharfage - Nutrien Ag	8,112.62	0.64%	2,421.23	0.18%	5,691.39
4200200 · Wharfage - Lehigh (Heidelberg)	21,929.17	1.73%	21,494.41	1.56%	434.76
4202500 · Wharfage - Marubeni	12,434.29	0.98%	11,394.75	0.83%	1,039.54
4202700 · Wharfage - Glencore	0.00	0.00%	14,589.36	1.06%	-14,589.36
4203100 · Wharfage - Goldman Sachs	0.00	0.00%	9,032.84	0.65%	-9,032.84
4203300 · Wharfage - IXM	0.00	0.00%	5,559.30	0.40%	-5,559.30
4203600 · Wharfage - WT Terminal Oswego	2,339.59	0.18%	2,185.55	0.16%	154.04
4203900 · Wharfage - Gunvor	1,429.24	0.11%	0.00	0.00%	1,429.24
4205700 · Wharfage - Mitsubishi	3,287.45	0.26%	0.00	0.00%	3,287.45
4205800 · Wharfage - Hartree Partners LP	1,429.08	0.11%	0.00	0.00%	1,429.08
Total 4200000 · Wharfage	50,961.44	4.01%	66,677.44	4.83%	-15,716.00
4300000 · Loading and Unloading					
4300200 · Loading and Un - Nutrien Ag	20,929.37	1.65%	38,263.78	2.77%	-17,334.41
4300300 · Loading and Un - Novelis	1,190.95	0.09%	0.00	0.00%	1,190.95
4304900 · Loading and Un - Glencore	32,628.15	2.57%	22,564.82	1.63%	10,063.33
4305000 · Loading and Un - Miscellaneous	145.60	0.01%	1,560.00	0.11%	-1,414.40
4305100 · Loading and Un - Marubeni	31,721.09	2.50%	34,417.57	2.49%	-2,696.48
4305400 · Loading and Un - Goldman Sachs	0.00	0.00%	17,405.33	1.26%	-17,405.33
4305600 · Loading and Un - ARG Int.	9,773.09	0.77%	0.00	0.00%	9,773.09
4305700 · Loading and Un - IXM	41,912.43	3.30%	19,867.04	1.44%	22,045.39
4305900 · Loading and Un - Mitsubishi	4,658.23	0.37%	911.07	0.07%	3,747.16

Port of Oswego Authority
YTD Sales Report
April through July 2024

	Apr - Jul 24	%	Apr - Jul 23	%	\$ Change
4306100 · Loading and Un - Anderson	0.00	0.00%	22,961.93	1.66%	-22,961.93
4306300 · Loading and Un - Kuehne&Nagel	0.00	0.00%	6,765.00	0.49%	-6,765.00
4306400 · Loading and Un - Spliethoff	0.00	0.00%	15,987.53	1.16%	-15,987.53
4306500 · Loading and Un - DSV Air & Sea	0.00	0.00%	12,164.47	0.88%	-12,164.47
4306600 · Loading and Un - SQC Metals	15.00	0.00%	0.00	0.00%	15.00
4306700 · Loading and Un - Gunvor	1,406.47	0.11%	0.00	0.00%	1,406.47
Total 4300000 · Loading and Unloading	144,380.38	11.36%	192,868.54	13.97%	-48,488.16
4400000 · Rental					
4400200 · Rental - DeLong, Fred	1,500.00	0.12%	1,500.00	0.11%	0.00
4400300 · Rental - Novellis	8,695.08	0.68%	8,485.84	0.61%	209.24
4400500 · Rental - General Svces Admin	39,112.64	3.08%	35,415.20	2.56%	3,697.44
4400600 · Rental - Lehigh (Heidelberg)	23,606.04	1.86%	23,609.04	1.71%	-3.00
4402400 · Rental - Vinegar Hill, LLC	347.24	0.03%	5,368.12	0.39%	-5,020.88
4402600 · Rental - Nutrien Ag	29,851.36	2.35%	29,750.34	2.15%	101.02
4403100 · Rental - H.Lee White Museum	1,200.00	0.09%	1,200.00	0.09%	0.00
4403300 · Rental - Fitzgibbons site	120,000.00	9.44%	32,000.00	2.32%	88,000.00
4403400 · Rental - Shark-Attach Office	1,700.00	0.13%	1,700.00	0.12%	0.00
4403500 · Rental - WT Terminal Oswego LLC	24,581.28	1.93%	24,581.28	1.78%	0.00
4403600 · Rental - Shop Units (Marina)	400.00	0.03%	400.00	0.03%	0.00
4405000 · Rental - Miscellaneous	950.00	0.07%	400.00	0.03%	550.00
Total 4400000 · Rental	251,943.64	19.82%	164,409.82	11.91%	87,533.82
4500000 · Misc Income					
4500200 · Misc Income - Novellis	2,580.00	0.20%	0.00	0.00%	2,580.00
4501900 · Misc Income - Demurrage reimburs	1,800.00	0.14%	0.00	0.00%	1,800.00
4502000 · Misc Income - Labor	50,899.00	4.01%	42,098.42	3.05%	8,800.58
4504900 · Misc Income - Metered Water	74.16	0.01%	94.46	0.01%	-20.30
4505000 · Misc Income - Other	25,297.32	1.99%	30,027.51	2.17%	-4,730.19
4505400 · Misc Income - Security East	27,059.60	2.13%	28,378.19	2.05%	-1,318.59
Total 4500000 · Misc Income	107,710.08	8.48%	100,598.58	7.28%	7,111.50
4600000 · Stevedoring					
4601200 · Stevedoring - New Eng Steamship	0.00	0.00%	15,000.00	1.09%	-15,000.00
4601800 · Stevedoring - Marubeni	116,517.12	9.17%	106,569.56	7.72%	9,947.56
4601900 · Stevedoring - Glencore	0.00	0.00%	133,649.27	9.68%	-133,649.27
4602400 · Stevedoring - Goldman Sachs	0.00	0.00%	84,479.89	6.12%	-84,479.89
4602500 · Stevedoring - IXM	0.00	0.00%	51,993.38	3.76%	-51,993.38
4602600 · Stevedoring - McKeil Marine	2,613.75	0.21%	2,550.00	0.18%	63.75
4602800 · Stevedoring - Mitsubishi	30,805.42	2.42%	0.00	0.00%	30,805.42
4603100 · Stevedoring - Hartree Partners	13,391.38	1.05%	0.00	0.00%	13,391.38
4605000 · Stevedoring - Miscellaneous	0.00	0.00%	4,742.89	0.34%	-4,742.89
4606100 · Stevedoring - Gunvor	13,392.87	1.05%	0.00	0.00%	13,392.87
Total 4600000 · Stevedoring	176,720.54	13.91%	398,984.99	28.89%	-222,264.45
4800000 · Marina Income	363,664.87	28.62%	352,693.56	25.54%	10,971.31
4850000 · RV Park	600.00	0.05%	0.00	0.00%	600.00
Total Income	1,270,849.65	100.00%	1,381,010.49	100.00%	-110,160.84

Exhibit D

PORT OF OSWEGO
AUTHORITY



Motion 08-19-2405: At a duly held meeting of the Board of Directors (the "Board") of the Port of Oswego Authority (the "Port"), the Directors unanimously voted in favor of authorizing the Port to enter into the Agreement of Purchase and Sale with Vinegar Hill, LLC dated July 17, 2024 (the "Contract") concerning 19 East Schuyler Street in the City of Oswego (the "Property") that Vinegar Hill, LLC ("Buyer") executed on or about July 17, 2024. The Contract provides that Buyer shall pay the Port the sum of \$200,000.00, plus the costs of the Port's legal fees up to \$8,500.00, in exchange for the Property. Now, therefore, the Board authorizes William Scriber, in his capacity as Executive Director and CEO of the Port, to execute the Contract and to take all action necessary, convenient, or desirable to close the conveyance of title to the Property from the Port to Buyer pursuant to the terms and conditions of the Contract and to consummate the transaction envisioned under the Contract.

The foregoing motion was duly moved by _____ and seconded by _____ and brought to a vote as follows:

AYE

NAY

Mr. Fran Enwright
Ms. Constance Cosemento
Mr. Tom Schneider
Ms. Diane Zeller
Ms. Kathleen Macey
Mr. Stan Delia
Dr. John Kares Smith

The foregoing resolution was thereupon declared duly adopted.

Exhibit E



Legal Fees for ILA Negotiations

October 2018 – May 2024

William W. Scriber, Executive Director

Port of Oswego Authority
Account QuickReport
All Transactions

Type	Date	Num	Name	Memo	Amount	ILA	Other
5560300 - Prof. Services - Legal Svcses							
Bill	10/31/2018	19756247	Bond, Schoenack & King, PLLC	Legal services rendered through 9/30/18 - ILA Negotiations	3,413.75	3,413.75	
Bill	11/28/2018	19759980	Bond, Schoenack & King, PLLC	Legal services rendered through 10/31/18 - ILA Negotiations	7,238.75	7,238.75	
Bill	01/28/2019	19766532	Bond, Schoenack & King, PLLC	Legal Services rendered through 12/31/18 - Castalop, Inc	2,875.00		2,875.00
Bill	01/29/2019	19767071	Bond, Schoenack & King, PLLC	Legal Services rendered through 12/31/18 - ILA Negotiations	4,050.00		4,050.00
Bill	01/29/2019	19767117	Bond, Schoenack & King, PLLC	Legal Services rendered through 1/31/19 - General Matters	2,677.50	2,677.50	
Bill	02/27/2019	19770410	Bond, Schoenack & King, PLLC	Legal Services rendered through 1/31/19 - LA Negotiations	4,970.00		4,970.00
Bill	02/27/2019	19770417	Bond, Schoenack & King, PLLC	Legal Services rendered through 1/31/19 - LA Negotiations	1,890.00	1,890.00	
Bill	03/27/2019	19774004	Bond, Schoenack & King, PLLC	Legal Services rendered through 2/28/19 - General Matters	1,687.50		1,687.50
Bill	04/17/2019	19776781	Bond, Schoenack & King, PLLC	Legal Services through 3/31/19 - Employee Discipline Matter	2,062.50		2,062.50
Bill	04/17/2019	19776781	Bond, Schoenack & King, PLLC	Legal Services through 3/31/19 - ILA Union Negotiations	4,850.00		4,850.00
Bill	04/17/2019	19776789	Bond, Schoenack & King, PLLC	Legal Services through 3/31/19 - ILA Union Negotiations	375.00		375.00
Bill	05/21/2019	19781030	Bond, Schoenack & King, PLLC	Legal Services rendered through 4/30/19 - General Matters	2,441.25	2,441.25	
Bill	05/21/2019	19781034	Bond, Schoenack & King, PLLC	Legal Services rendered through 4/30/19 - General Matters	3,875.00		3,875.00
Bill	05/21/2019	19781035	Bond, Schoenack & King, PLLC	Legal Services rendered through 4/30/19 - ILA Union Negotiations	614.25	614.25	
Bill	06/11/2019	19783627	Bond, Schoenack & King, PLLC	Legal Services rendered through 5/31/19 - Employment Contract for William Sciber, Exec. Director	2,441.25		2,441.25
Bill	06/11/2019	19783627	Bond, Schoenack & King, PLLC	Legal Services rendered through 5/31/19 - General Matters	1,305.26		1,305.26
Bill	06/11/2019	19783627	Bond, Schoenack & King, PLLC	Legal Services rendered through 5/31/19 - Discipline Matters (J Goodney)	1,562.50		1,562.50
Bill	08/21/2019	19791946	Bond, Schoenack & King, PLLC	Real Property Title Claim - G. Broadwell - through 7/31/19	4,141.25		4,141.25
Bill	08/21/2019	19791946	Bond, Schoenack & King, PLLC	General Matters - Lehigh Lease - through 7/31/19	125.00		125.00
Bill	08/21/2019	19791946	Bond, Schoenack & King, PLLC	Oswego Property Dispute - through 7/31/19	3,855.00		3,855.00
Bill	08/21/2019	19791949	Bond, Schoenack & King, PLLC	ILA Union Negotiations - through 7/31/19	393.75	393.75	
Bill	08/21/2019	19791949	Bond, Schoenack & King, PLLC	ILA Union Negotiations - through 8/31/19	1,023.75	1,023.75	
Bill	08/21/2019	19796702	Bond, Schoenack & King, PLLC	General Matters - through 8/31/19	2,296.75		2,296.75
Bill	09/30/2019	19796701	Bond, Schoenack & King, PLLC	General Matters - through 8/31/19	2,421.25		2,421.25
Bill	10/17/2019	19799617	Bond, Schoenack & King, PLLC	General Matters -375., Oswego Property Dispute- 5787.50, Real Property Title Claim- 51258.75	260.00		260.00
Bill	11/06/2019	19801971	Bond, Schoenack & King, PLLC	Legal Services Rendered through 10/31/19 - General Matters (1.0 Hr)	157.50	157.50	
Bill	11/06/2019	19801975	Bond, Schoenack & King, PLLC	Legal Services Rendered through 10/31/19 - ILA Union Negotiations (.5 hr)	1,235.00		1,235.00
Bill	12/04/2019	19805016	Bond, Schoenack & King, PLLC	Legal Services rendered through 11/30/19 - General Matters	472.50	472.50	
Bill	01/22/2020	19810756	Bond, Schoenack & King, PLLC	Legal Services rendered through 12/31/19 - General Matters	8,430.52		8,430.52
Bill	02/14/2020	19813858	Bond, Schoenack & King, PLLC	Legal Services rendered through 1/31/20 - ILA Union Negotiations	1,023.75	1,023.75	
Bill	02/14/2020	19813805	Bond, Schoenack & King, PLLC	Legal Services rendered through 1/31/20 - General Matters	8,965.00		8,965.00
Bill	03/30/2020	19817871	Bond, Schoenack & King, PLLC	Legal Services Rendered through 2/29/20 - ILA Union Negotiations	866.25	866.25	
Bill	03/30/2020	19817869	Bond, Schoenack & King, PLLC	Legal Services Rendered through 2/29/20 - General Matters	11,622.50		11,622.50
Bill	04/24/2020	19822045	Bond, Schoenack & King, PLLC	Legal Services Rendered through 3/31/20 - ILA Union Negotiations	535.00	535.00	
Bill	04/24/2020	19822046	Bond, Schoenack & King, PLLC	Legal Services Rendered through 3/30/20 - General Matters	2,122.50		2,122.50
Bill	04/24/2020	19822045	Bond, Schoenack & King, PLLC	Legal Services through 4/30/20 - Master Agreement Wage Arbitration	686.25		686.25
Bill	05/15/2020	19824556	Bond, Schoenack & King, PLLC	Legal Services rendered through 4/30/20 - ILA Union Neg.	4,012.50		4,012.50
Bill	05/15/2020	19824555	Bond, Schoenack & King, PLLC	Legal services rendered through 4/30/20 - ILA Union Neg.	236.25	236.25	



Port of Oswego Authority
Account QuickReport
All Transactions

Type	Date	Num	Name	Memo	Amount	LLA	Other
Bill	06/19/2020	19828021	Bond, Schoenack & King, PLLC	Legal Services Rendered through 5/31/20 - General Matfers = \$112.50, Master Agreement Wage Arbi...	2,572.50	2,572.50	
Bill	07/27/2020	19832722	Bond, Schoenack & King, PLLC	Legal Services Rendered through 6/30/20 - General Matfers = \$9,352.50, Master Agreement Wage Arb...	10,948.75	10,948.75	
Bill	08/31/2020	19835376	Bond, Schoenack & King, PLLC	Legal Services Rendered through 6/30/20 - General Matfers = \$7,497.50, Master Agreement Wage Arb...	11,327.50	11,327.50	
Bill	09/16/2020	19838748	Bond, Schoenack & King, PLLC	Legal Services Rendered through 8/31/20 - General Matfers = \$957.50, Master Agreement Wage Arbi...	4,800.60	4,800.60	
Bill	10/19/2020	19843150	Bond, Schoenack & King, PLLC	Legal Services Rendered through 9/30/20 - General Matfers = 3,382.50, Master Agreement Wage Arbi...	22,846.25	22,846.25	
Bill	11/10/2020	19846004	Bond, Schoenack & King, PLLC	Legal Services Rendered through 10/31/20 - General Matfers = 8,437.50, Master Agreement Wage Arb...	24,551.25	24,551.25	
Bill	12/07/2020	19849458	Bond, Schoenack & King, PLLC	Legal Services Rendered through 11/30/20 - General Matfers = 5,355.00	5,355.00		5,355.00
Bill	01/20/2021	19853590	Bond, Schoenack & King, PLLC	Legal Services Rendered through 12/31/20 - LLA Local 1570A Union Negotiations	1,653.75	1,653.75	
Bill	01/20/2021	19853589	Bond, Schoenack & King, PLLC	Legal Services Rendered through 12/31/20 - General Matfers	2,992.50		2,992.50
Bill	02/12/2021	19856656	Bond, Schoenack & King, PLLC	Legal Services Rendered through 01/31/21 - General Matfers	675.00		675.00
Bill	03/09/2021	19859289	Bond, Schoenack & King, PLLC	Legal Services Rendered through 02/28/21 - General Matfers	1,352.50		1,352.50
Bill	03/09/2021	19859270	Bond, Schoenack & King, PLLC	Legal Services Rendered through 02/28/21 - LLA Local 1570A Negotiations	1,338.75	1,338.75	
Bill	04/09/2021	19862882	Bond, Schoenack & King, PLLC	Legal Services Rendered through 03/31/21 - LLA Local 1570A Negotiations	315.00	315.00	
Bill	05/14/2021	19867547	Bond, Schoenack & King, PLLC	Legal Services Rendered through 04/30/21 - LLA Local 1570A Negotiations	708.75	708.75	
Bill	08/10/2021	19879398	Bond, Schoenack & King, PLLC	Legal Services Rendered through 07/26/21 - LLA Local 1570A Negotiations	1,338.75	1,338.75	
Bill	09/07/2021	19882550	Bond, Schoenack & King, PLLC	Legal Services Rendered through 08/31/21 - LLA Local 1570A Negotiations	866.25	866.25	
Bill	09/07/2021	19882528	Bond, Schoenack & King, PLLC	Legal Services Rendered through 08/31/21 - General Matfers	675.00		675.00
Bill	01/11/2022	19889830	Bond, Schoenack & King, PLLC	Legal Services Rendered through 12/31/21 - LLA Local 1570A Negotiations	1,027.00	1,027.00	
Bill	01/11/2022	19889829	Bond, Schoenack & King, PLLC	Legal Services Rendered through 12/31/21 - General Matfers	1,350.00		1,350.00
Bill	02/10/2022	19902629	Bond, Schoenack & King, PLLC	Legal Services Rendered 01/03/22 through 01/21/22 - LLA Local 1570A Union Negotiations	8,172.50	8,172.50	
Bill	02/10/2022	19902628	Bond, Schoenack & King, PLLC	Legal Services Rendered 01/04/22 through 01/10/22 - General Matfers	1,755.00		1,755.00
Bill	05/16/2022	19914991	Bond, Schoenack & King, PLLC	Legal Services Rendered 04/07/22 through 04/12/22 - LLA Local 1570A Union Negotiations	1,102.50	1,102.50	
Bill	06/12/2022	19920158	Bond, Schoenack & King, PLLC	Legal Services Rendered 05/03/22 through 05/10/22 - LLA Local 1570A Union Negotiations	551.25	551.25	
Bill	07/15/2022	19923527	Bond, Schoenack & King, PLLC	Legal Services Rendered 06/09/22 through 06/10/22 - Research Social Security Tax Exemption	1,687.50		1,687.50
Bill	07/15/2022	19923532	Bond, Schoenack & King, PLLC	Legal Services Rendered 06/09/22 - LLA Local 1570A Union Negotiations	1,102.50	1,102.50	
Bill	09/20/2022	19932578	Bond, Schoenack & King, PLLC	Legal Services Rendered through 08/31/22 - 2022 LLA Negotiations	687.50	687.50	
Bill	12/12/2022	19945581	Bond, Schoenack & King, PLLC	Legal Services Rendered through 11/30/22 -2022 LLA Negotiations	708.75	708.75	
Bill	01/19/2023	19949718	Bond, Schoenack & King, PLLC	Legal Services Rendered through 12/31/2022 - 2022 LLA Negotiations (2.25 hrs)	577.50	577.50	
Bill	02/17/2023	19953846	Bond, Schoenack & King, PLLC	Legal Services Rendered through 01/31/2023 - LLA Negotiations (3.00 hrs.)	936.25	936.25	
Bill	03/15/2023	19957768	Bond, Schoenack & King, PLLC	Legal Services Rendered through 02/28/2023 - 2022 LLA Negotiations (28.5 hrs.)	9,257.50	9,257.50	
Bill	04/13/2023	19961899	Bond, Schoenack & King, PLLC	Legal Services Rendered through 03/31/2023 - General Matfers (1.25 hrs.)	337.50		337.50
Bill	04/13/2023	19961900	Bond, Schoenack & King, PLLC	Legal Services Rendered through 03/31/2023 - 2022 LLA Negotiations (9.5 hrs.)	2,958.75	2,958.75	
Bill	05/11/2023	19966341	Bond, Schoenack & King, PLLC	Legal Services Rendered 04/07/2023 - General Matfers (1.75 hrs.)	472.50		472.50
Bill	05/11/2023	19966346	Bond, Schoenack & King, PLLC	Legal Services Rendered through 04/02/2023 - 04/25/2023 - 2022 LLA Negotiations (10.0 hrs.)	3,108.75	3,108.75	
Bill	06/14/2023	19970705	Bond, Schoenack & King, PLLC	Legal Services Rendered on 05/30/2023 - 2022 LLA Negotiations (1.25 hrs.) & Travel Expense	587.31	587.31	
Bill	07/20/2023	19975893	Bond, Schoenack & King, PLLC	Legal Services Rendered through 06/13/2023 - 06/30/2023 - 2022 LLA Negotiations (20.5 hrs.) with ...	6,680.00	6,680.00	
Bill	08/18/2023	19980396	Bond, Schoenack & King, PLLC	Legal Services Rendered through 07/03/2023 - 07/28/2023 - 2022 LLA Negotiations (10.5 hrs.)	3,302.50	3,302.50	
Bill	09/19/2023	19984644	Bond, Schoenack & King, PLLC	Legal Services Rendered through 08/03/2023 - 08/24/2023 - 2022 LLA Negotiations (8.75 hrs.)	2,721.25	2,721.25	
Bill	10/20/2023	19989634	Bond, Schoenack & King, PLLC	Legal Services Rendered through 09/08/2023 - 09/26/2023 - 2022 LLA Negotiations (11.0 hrs.); \$3,...	3,502.33	3,502.33	



Port of Oswego Authority
Account QuickReport
All Transactions

Type	Date	Num	Name	Memo	Amount	LLA	Other
Bill	10/20/2023	19998628	Bond, Schoeneck & King, PLLC	Legal Services Rendered 09/08/2023 - 09/28/2023 - General Matters (4.75 hrs.)	1,282.50		1,282.50
Bill	12/13/2023	19998534	Bond, Schoeneck & King, PLLC	Legal Services Rendered through 11/30/2023 - General Matters (3.50 hrs.)	1,015.00		1,015.00
Bill	12/13/2023	19998535	Bond, Schoeneck & King, PLLC	Legal Services Rendered through 11/30/2023 - Scope of Work Grievance (1.0 hr.)	335.00	335.00	
Bill	01/18/2024	20002770	Bond, Schoeneck & King, PLLC	Legal Services Rendered through 12/31/2023 - 2022 ILLA Negotiations (2.25 hrs.)	753.75	753.75	
Bill	01/18/2024	20002765	Bond, Schoeneck & King, PLLC	Legal Services Rendered through 12/31/2023 - General Matters (1.0 hr.)	290.00		290.00
Bill	02/28/2024	20008903	Bond, Schoeneck & King, PLLC	Legal Services Rendered 01/02/2024 - 01/29/2024 - 2022 ILLA Negotiations (25.0 hrs.)	8,750.00	8,750.00	
Bill	03/19/2024	20012133	Bond, Schoeneck & King, PLLC	Legal Services Rendered 02/01/2024 - 02/22/2024 - 2022 ILLA Negotiations (75 hrs.) - Fees \$262.50...	1,462.50	1,462.50	
Bill	03/19/2024	20012134	Bond, Schoeneck & King, PLLC	Legal Services Rendered 02/16/2024 - 02/26/2024 - Scope of Work Grievance (2.25 hrs.)	733.75	733.75	
Bill	04/16/2024	20017097	Bond, Schoeneck & King, PLLC	Legal Services Rendered 03/15/2024 - Scope of Work Grievance (1.50 hrs.)	502.50	502.50	
Bill	04/16/2024	20017096	Bond, Schoeneck & King, PLLC	Legal Services Rendered 03/14/2024 - 03/29/2024 - 2022 ILLA Negotiations (1.75 hrs.)	612.50	612.50	
Bill	05/21/2024	28022669	Bond, Schoeneck & King, PLLC	Legal Services Rendered 04/01/2024 - 04/17/2024 - 2022 ILLA Negotiations (1.75 hrs.)	437.50	437.50	
Total 6560300 - Prof. Services - Legal Svces					266,291.52	167,510.24	98,781.28





TIMOTHY CONNICK
CHAIRPERSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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CONFIDENTIAL

SARAH M. COLIGAN
ADMINISTRATIVE LAW JUDGE

August 13, 2024

Via Electronic Mail Only

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RE: U-38970 - THE PORT OF OSWEGO AUTHORITY
U-38996 - INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

Dear Representatives:

This shall confirm that the hearing in these matters currently scheduled for **August 14 and August 15, 2024**, is adjourned upon the agreement of the parties.

These matters have been placed on PERB's "hold calendar" until **October 14, 2024**. By that date, the parties may jointly request that I continue the placement of these matters on the "hold calendar" or any party may request that they be scheduled for a conference or hearing on one of at least three (3) mutually agreed upon dates. If, however, no such request is received by the above date, the matters will be deemed withdrawn and administratively closed. These matters may, of course, be withdrawn at any time.

Very truly yours,

Sarah M. Coligan
Administrative Law Judge
(518) 457-0972

SMC

PORT OF OSWEGO AUTHORITY

BOARD OF DIRECTORS

Resolution # _____

August 19, 2024

WHEREAS, the Executive Director has negotiated a tentative Local Agreement (the “Local Agreement”) to supplement the Master Agreement between the Great Lakes Stevedore Employers (“GLSE”) and the Great Lakes District Council-Atlantic Coast District International Longshoremen’s Association AFL-CIO (“GLDC”) for the period January 1, 2024 through December 31, 2028 (the “Master Agreement”), the successor to the expired master agreement between the GLSE and the GLDC for the period of January 1, 2018 to December 31, 2022, to which the ILA and POA were parties.

WHEREAS, the ILA has tentatively agreed to execute the Local Agreement upon the POA’s execution of the successor Master Agreement;

WHEREAS, the ILA and the POA have tentatively agreed to the terms of a Memorandum of Agreement (“MOA”) governing the retroactivity of the rate increases that would be made effective upon the parties ratification of the Local and Master Agreements and resolving all grievances, arbitrations and improper practice charges pending between them;

WHEREAS, the Executive Director has recommended that the Board of Directors ratify the tentative Local Agreement, the successor Master Agreement, and the MOA; and

WHEREAS, the Board of Directors has reviewed the terms of the tentative Local Agreement, successor Master Agreement, and the MOA and agrees to those terms;

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Directors hereby ratifies the tentative Local Agreement, successor Master Agreement, and the MOA; and be it further

RESOLVED, that the Board authorizes and directs that Executive Director to execute the Local Agreement, successor Master Agreement, and the MOA, and to take any and all additional steps required to implement this resolution.

Dated: August 19, 2024

Francis Enwright, Chairperson

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE PORT OF OSWEGO AUTHORITY ("POA")
AND
THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION ("ILA") LOCAL 1570-A

This MEMORANDUM OF AGREEMENT ("MOA") is entered into as of _____, 2024 and will remain in effect until the 31st day of December, 2028.

This MOA is entered into in conjunction with the parties' execution of a Local Agreement (the "Local Agreement") supplementing the Master Agreement between the Great Lakes Stevedore Employers and the Great Lakes District Council-Atlantic Coast District International Longshoremen's Association AFL-CIO for the period January 1, 2024 through December 31, 2028 (the "Master Agreement"), and their execution of the Master Agreement.

The parties further acknowledge and agree, as follows:

1. The increases in the Local and Master rates will be made effective January 1, 2024 for hours actually worked. The Port will make retroactive wage payments to ILA members for all hours actually worked since January 1, 2024 for the difference between the rates previously in effect and the applicable increased Master or Local rate. No other retroactive pay is due.
2. Increases in the Local rate made pursuant to Article III Section A(2)(b) of the Local Agreement are intended to be effective January 1 and will be made retroactive for hours actually worked in the event that an increase is agreed upon subsequent to January 1 of a given year.
3. All grievances, arbitrations, and improper practice charges currently pending between the parties are hereby resolved, and the parties agree to withdraw, with prejudice, any such proceedings, including, without limitation: (1) the improper practice charge filed by the ILA with the New York State Public Employment Relations Board ("PERB") bearing charge number U-38970; (2) the improper practice charge filed by the POA with PERB bearing charge number U-38996; (3) the grievance arbitration pending before the Federal Mediation and Conciliation Service bearing case number 230915-09349; and (4) the grievance arbitration pending before the Federal Mediation and Conciliation Service bearing case number 200622-07339. The parties further agree that this MOA may be pled by either party as a complete defense to any grievance, arbitration, or improper practice charge filed or commenced before the execution of this MOA.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

This MOA is contingent on the ratification and/or approval of both parties pursuant to each party's internal constitution, bylaws, rules and regulations.

THE PORT OF OSWEGO AUTHORITY

By: _____

William Scriber
Executive Director

Dated: _____

ILA LOCAL 1570-A

By: _____

Daniel Hibbert
President

Dated: _____

This agreement made and entered into at Oswego, New York, this day of , effective January 1, 2024, by and between party of the first part, herein referred to as the “Employer” and International Longshoremen’s Association Local 1570A of said City, party of the second part, herein referred to as the “Union”

ARTICLE I RECOGNITION & JURISDICTION

Section A:

Whereas, the parties hereto have heretofore by agreement established working conditions and rates of pay for the handling of cargo at the Port of Oswego, New York, and the Employer is satisfied that a majority of representation of the Union that a majority of the employees engaged in the handling of cargo at the Port of Oswego, have selected the Union as the exclusive representative of such employees for the purpose of collective bargaining with respect to rates of pay, wages, fringes, hours of employment and other conditions of employment, and true and heretofore has recognized and does recognize the Union as the exclusive representative of its employees engaged in the handling of cargo at the Port of Oswego facilities and terminals, with the exception of asphalt and cement operations on the West Pier and consistent with the parties’ past practice and New York law.

Section B:

This agreement is intended to establish, govern and maintain working conditions, rates of pay, and fringe benefits for all work performed by members of Union or their designates while loading or unloading of ships, freight cars, trucks, freight on dock and/or warehouse, signalmen, checkers and all work pertaining thereto in the Port of Oswego, New York. All of the preceding being classified as Longshoreman’s work according to the Constitution of the International Longshoremen’s Association. This agreement supplements the Master Agreement between the Great Lakes Stevedore Employers (GLSE) and the Great Lakes District Council-Atlantic Coast District International Longshoremen’s Association AFL-CIO (GLDC) for the period January 1, 2024 through December 31, 2028 (2023-2028 Master Agreement) consistent with Article 2 of the 2023-2028 Master Agreement. The Master contemplates that it may be supplemented by a Local Agreement, and to the extent that there is an ambiguity between the Master and Local Agreements, this Local Agreement takes precedence.

ARTICLE II GRIEVANCE PROCEDURE

All employees shall handle their grievances through the grievance procedure of the Union, which said procedure in conjunction with the President of the Union shall adjust all grievances with the representative of the Employer. The Union will not uphold incompetency, shirking of work, or pilfering of cargo. It is mutually agreed that workers shall not be employed if they are incompetent or appear on the job intoxicated. Whenever an employee is discharged, he/she shall be notified of the reason for such discharge and an opportunity shall be given to the employee to show whether proper reason exists. All grievances, whether as a result of a discharge or otherwise, shall be handled through the grievance procedure consisting of the Executive Director, who shall in conjunction with the President of the Union, negotiate such grievances. Any controversy which may arise between employees and the

Employer which cannot be adjusted through the grievance procedure as established in this contract, shall refer to the following Grievance and Arbitration Procedures for resolution:

Grievance and Arbitration Procedures

Purpose: The Union and Employer agree that the grievance and arbitration procedures set forth within this Agreement are adequate to provide a fair and final determination of all Employer, Union, and employee grievances which may arise during the term of this Agreement and that such procedures shall be the exclusive remedy of the enforcement by them of this Agreement.

- A.) Grievance Defined: A grievance is a complaint, dispute or controversy in which the Employer, Union or employee claims that the other party or parties hereto have failed to carry out a defined provision of this Agreement which involves a question concerning the effect, interpretation, original intent or application of a claim or a breach or violation of this Agreement.

- B.) Procedure: In the event the Employer and the Union should be unable to agree upon the disposition or settlement of any grievance, the employees will continue to work and such grievance shall be handled in the following manner: In the case where the grievance has to do with the reprimanding, termination, or suspension of an employee, that employee will not be dispatched or referred to work until the grievance has been resolved.
 - a. Step One: An employee having a grievance shall refer it to the *designated Union Officer who shall discuss the grievance with the *designated Employer representative within seven (7) working calendar days of its occurrence. This discussion will constitute the oral submission of the grievance. When the matter is not satisfactorily resolved within seven (7) working calendar days following the discussion with the Employer, it goes to—

 - b. Step Two: The grievance shall be reduced to writing within twenty-one (21) working calendar days after its oral submission to the designated Employer representative. The written grievance shall set forth the facts regarding the alleged grievance and shall be signed by the aggrieved employee or in the case of multiple employees the Union representative. When a written answer is received from the Employer within fourteen (14) working calendar days that does not satisfactorily resolve the matter after presentation of the written grievance, it may be referred to arbitration under the provisions set forth within this Agreement.

C.) Settlement-Interpretations, Intent: The disposition of any grievance at any step of the Grievance Procedure, or at any time prior to actual receipt of the decision of an arbitrator by agreement between the Employer and the Union shall be final and binding upon any person involved or affected thereby. Any interpretation of this Agreement agreed upon by the Employer and the Union in writing, shall be final and binding upon all employees and upon any person affected thereby.

D.) Employer Grievance: The Employer may present a grievance. Such grievance may be presented orally or in writing to the *Designated Union Officer of the Union, and the Union shall give written answer within fourteen (14) working calendar days after presentation thereof. In the event the answer provided does not resolve the grievance the Employer may refer the grievance to arbitration by written notice of appeal to the Union. The time limits in this procedure may be waived or extended upon mutual agreement in writing. Requests for extensions shall be reasonable, and shall not be unreasonably

withheld.

E.) Computing Time Limitations: Saturdays, Sundays, and Holidays shall not be included in the computation of time limitations wherever they appear in this Agreement. In applying time limitations, the day of the occurrence of an event, after which the designated period of time begins to run, is not to be included.

F.) Arbitration

a.) Submission: Any grievance processed through Step Two of the Grievance Procedure which has not been satisfactorily settled, shall be appealed to arbitration by either party by serving a written notice of appeal to arbitration upon the other party within ten (10) working calendar days after the receipt of the Employer or Union representative answer to Step Two of the grievance procedure.

b.) Selection of Arbitrator: Within seven (7) working calendar days after receipt of notice to arbitrate, if the parties have not agreed upon an arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service ("FMCS") to provide a list of seven (7) impartial arbitrators to each party. Within seven (7) working calendar days after receipt of the list of names, the parties shall submit by rank order its preference to the FMCS without sharing its ranking with the other party (1 highest rank). Each party may strike up to 3 names from the list before completing its ranking.-7 lowest rank). FMCS will notify the Parties of the name of the Arbitrator with the lowest total comparing the two lists. That person shall serve as the arbitrator.

c.) Effect of Decision: The decision of the arbitrator shall be final and binding on the Employer and Union, and the employees covered by this Agreement, and upon any person involved or effected thereby.

d.) All Legitimate Fees: All legitimate fees and expenses of the impartial arbitrator for hearing the case before him/her shall be split between the parties.

e.) Jurisdiction of Arbitrator: No arbitrator shall have jurisdiction to add to, subtract from, change, alter or modify any of the terms of this Agreement, nor shall he/she have jurisdiction to arbitrate any question involving a change in wage rates, unless specifically set forth herein. His/Her jurisdiction shall be limited to the interpretation of the provisions of this Agreement as applied to the facts.

f.) Hearings and Evidence: The arbitrator shall afford the Employer and the Union representative a reasonable opportunity to present evidence and to be heard in support of their respective positions. The arbitrator shall hear all the testimony timely presented or offered by the parties before closing the case and reaching a decision. The parties request that the arbitrators appointed hereunder, issue their decision and award not later than thirty (30) days after the close of the hearing or the receipt of briefs, whichever is the later.

ARTICLE III WAGES AND FRINGES

Section A

1-The base rate for periods when work related to water borne cargo or a water borne vessel is in Port is set by the GLDC Master Agreement that is currently in effect (the "Master rate" or "Ship rate"). The base local warehouse rate for work performed when a water born vessel is not in Port is known as the local warehouse rate as set by Subsection 2 of this Section (the "Local rate" or "Warehouse rate").

2- a) The base local warehouse rate for the period January 1, 2024 to December 31, 2028 is \$29.05 per hour plus \$21.00 per hour fringe benefits to be apportioned between retirement and insurance benefits by vote of the Union.

b) This base rate is subject to increases consistent with any percentage increases negotiated and agreed to between the Employer and employees represented by the Civil Service Employees Association ("CSEA") as determined by the terms of the collective bargaining agreement between the Employer and the CSEA.

Section B:

The base rate (i.e., the Warehouse rate, or the Ship rate, depending on which is applicable under Article III, Section A) shall apply to hours worked between 12:00 midnight Monday through 12:00 midnight Friday, except that the base rate will be increased by \$.50 per hour for all hours worked between midnight and 7:00AM and 3:30PM and midnight Monday through Friday. Hours worked in excess of 8 hours per day will be paid at 1.5 times the base rate.

Section C

All hours worked between 12:00 midnight Friday and 12:00 midnight Saturday shall be paid at one and one half times the prevailing base daytime rate.

Section D

All hours worked between 12:00 midnight Saturday and 12:00 midnight Sunday shall be paid at double the prevailing base daytime rate.

Section E

All work performed on the following New York State-recognized holidays shall be paid at double the prevailing base daytime rate.

1. New Year's Day (observed or actual)
2. Martin Luther King, Jr. Day (observed)
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day (observed or actual)

7. Labor Day
8. Columbus Day
9. Veteran's Day (observed or actual)
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day (observed or actual)

Section F

Fringe benefits will be paid on all hours worked in accordance with the current Master Agreement.

Section G

Wages shall be paid bi-weekly on Wednesday for the two weeks ending at midnight the preceding Sunday.

Section H

Wages of Equipment Operators, Signalmen, and Walking Boss are increased to \$.50 per hour additional when working a ship.

Work as a walking boss shall be determined at the sole discretion of the Authority.

ARTICLE IV WORKING CONDITIONS

Section A

There will be a minimum of two ILA members or their designates working a minimum of eight hours every day Monday through Friday doing warehouse work and being paid the warehouse rate unless a water borne vessel is in Port, in which case the Master rate would apply. If there is Saturday or Sunday warehouse work, there will be a minimum of two ILA members or their designates working a minimum of eight hours or less if mutually agreed upon by both the Employer and the Union.

The basic working day shall consist of a minimum of eight hours per day, workers to work day or night, Sunday or holidays, as scheduled, and shall stay on the job until either relieved by workers coming in on the next shift or by mutual agreement between the Employer on the job and the Union Representative.

Section B

Each work period shall consist of eight hours work, or less if mutually agreed upon by both the Employer and the Union President, with a meal period of one half hour after four hours of work. Employees shall be paid for a half hour if any part of meal period is worked. No work shall be performed during meal periods expect upon arrival and sailing days, or to complete discharging or unloading or by mutual agreement between the parties hereto in event of other emergencies. If both parties agree to complete the discharging of the ship, there shall be no penalty for working longer than

two hours; however, if the Employer orders the work extended and work extends beyond two hours, employees shall be paid double time.

Section C

If there are no work stoppages during the first two hours of any shift, there will be a fifteen-minute rest break after two hours. It is agreed that when working a ship, employees working aboard ship will not leave their work stations and men working on the dock will not leave the immediate dock-warehouse area. When a vessel is being worked, break schedules may be altered with mutual agreement between the Employer and the Union.

When a crew starts at 3:30 PM there will be a 15-minute break at 5:30PM, there will be a 30-minute lunch break at 7:30PM and another 15-minute break at 10PM if the crew is working a full 8 Hour shift.

Section D

The following are established shift start times:

1.) Warehouse Start Times:

All shifts will start at either 6:00AM, 7:00AM or 3:30PM, unless another start time is mutually agreed upon by the Employer and the Union.

2.) Vessel Start Times:

All shifts will start at either 6:00AM, 7:00AM, 8:00AM, 10:00AM, 1:00PM, 6:00PM, 9:00PM or midnight.

The Union representative who calls in the employees for work will be notified in the following way:

1.) Warehouse Work Notification Times

a.) For a 6:00AM or 7:00AM start time the Union will be notified by 4:00PM the prior day.

b.) For a 3:30PM start time the Union will be notified by 10:00AM the same day.

2.) Vessel Work Notification Times

a.) For a 6:00AM, 7:00AM, 8:00AM or 10:00AM start time, the Union will be notified by 4:00PM the preceding day.

b.) For a 1:00PM start time, the Union will be notified by 8:00AM the same day.

c.) For a 6:00PM start time, the Union will be notified by 10:00AM the same day.

d.) For a 9:00PM start time, the Union will be notified by 11:00AM the same day.

e.) For a midnight start time, the Union will be notified by 3:00PM the same day.

When employees are called to work, they shall receive a minimum of four hours work or pay for four hours at the prevailing rate. When employees are told by the Employer to report for work and are not hired (after reporting), they shall receive four hours pay the prevailing rate.

After being called to work and the work is afterward canceled, the men shall receive a two hour notice of such cancellation, or shall receive four hours pay at the prevailing rate.

Section E

When the men are knocked off fifteen minutes after the hour, they shall be paid for the half hour. When knocked off forty minutes after the hour, they shall be paid for the hour.

Gangs are to be knocked off fifteen minutes before quitting time to replace hatch covers, if required to close hatch covers. The Union is to see that no men leave or fail to return if ordered to do so without replacing the hatch covers, and to discipline any men guilty of a violation of the rule.

Section F

The Employer shall have a signalman for each crane or winch in operation from ships to barges and when transferring from ship to ship, one additional man on each hatch of the ship to which cargo is transferred.

Cranes aboard ships will be operated by men from Local 1570A. All cargo put on docks or warehouse by Local 1570A, when transferred to other boats, trucks, railroad cars from dock sheds or warehouse, is to be handled by Local 1570A.

Section G

It is mutually agreed that the men shall not be required to work during heavy rain or snow storms, or when weather conditions would be such as to impair their health, but it is recognized that during rain or snow they will work.

Section H

When linesmen are requested by the vessel, four linesmen for incoming vessels and four linesmen for outgoing vessels are to be furnished with a two hour minimum pay prevailing in each instance, except on the West Pier, for cement operations, there shall be two linespersons for incoming vessels unless otherwise determined by the Employer in its discretion.

If a vessel which is normally tied up by Local 1570A is tied up by other than ship's crew, the top four longshoremen will receive two hours pay.

Section I

It is mutually agreed that during the terms of this contract, an agreement will be made regarding the loading or unloading of ship carrying containers.

Section J

All dunnage removed from a ship or carrier and rehandled on the dock-side at a future time will be handled by men supplied by the Union, except that material removed directly to the dump.

It is mutually agreed between both parties that an extra man will go into the hole of the boat when tow motors are put in to pick up and pile dunnage.

Section K

The types of cargo listed below are of the obnoxious class, on which a premium of \$.50 per hour will be paid.

Hide, potash, sulphate of ammonia, bicarbonate of soda, naphthalene, graphite, soda ash, bone meal, barb wire, lamp black in paper or burlap, creosote wood products (unless create), caustic soda in bags, phosphate in bulk (excluding phosphate rock), alfalfa meal fish meal, aniline dyes in bags, sulfur asbestos loose in bags, red ogres, cement gilsonite, lime, bentonine, tapioca flour, talcum powder in bags, fish in brine (in barrels), scrap metal, freezer below 32 degrees, lard in drums, hog and beef casings in barrels, potassium silicon fluoride, aluminum sulphate, coal in bags, monohydrate, titanium dioxide, sodium aluminate, all carbon black, paris green, cyanide insecticides, arsenic, sodium cyanide, potassium permagate, urea.

Section L

All cargo damaged by fire or water shall be paid for at double the prevailing rate when such damage causes unusual distress or obnoxious conditions, but sound cargo in separate compartments shall be paid for at the rate ordinarily set.

Section M

When we have more than one rail car of fertilizer to unload, the Port agrees to use two men plus machine operator.

Section N

Both parties will insist that safe working conditions will prevail by enforcing the P.E.S.H. (N.Y. Labor Law § 27-a) regulations for all related safety equipment.

A Safety/Health Committee consisting of the Union President and Executive Director will meet not less than quarterly or as condition(s) dictate.

Section O

When men start at a premium rate, that rate will prevail continuously for the day regardless of assigned duties. If a vessel is moored at the dock but ILA work on the vessel is completed, for any new shifts that begin, employees will be paid at the warehouse rate, whether or not the vessel has departed from the Port.

Section P

A non-working hold boss for each gang may be employed by the Employer upon recommendation from the Union. The Union will make every effort to dispatch an experienced longshoreman. The hatch boss will serve as a liaison between the foreman of the Employer and men working the ship.

Section Q

The signalman is responsible for the safe operation of loading and/or unloading cargo and he should have the authority to lift or not lift a load until he/she is assured the load is rigged safely.

Section R

The designee of the Union shall be responsible for calling the union men for each shift. If the union cannot provide sufficient union men to fill the requirement, the Employer shall reserve the right to hire non-union men. It is agreed that all men hired will meet the approval of both parties.

Section S

Any work that requires records of incoming or outgoing cargo shall require a checker provided by Local 1570A.

Section T

Any issue that arises not pertaining or covered by this contract shall be of a mutual agreement between the union officers and the employer.

Section U

If a man is hired as machine operator, he shall work a minimum of four hours in that classification before being reassigned other duties. This does not apply to the loading or unloading of ships.

Section V

The Employer shall have the right to work ships or barges and any other operation by any practical method and also determine the number of persons to be employed for each operation and the size of drafts or truckloads.

Section W

The parties agree to continue in effect prior agreements setting minimum gang sizes for ships and barges, or any other employer and matching man for man staffing agreements where ships assign their own employees to assist in loading and unloading cargo to and from ships and barges requiring that an equal number of Union employees are assigned to a gang.

Section X

The Port agrees to reimburse employee 100% of the cost Transportation Worker Identification Credential (TWIC) for Union members. Reimbursement shall include renewal of expired TWIC but shall not include replacement of lost TWIC. Union members who allow their TWIC cards to expire must pay the difference in cost between obtaining a new TWIC card and the cost of renewing a TWIC card. Union members are to ensure that their TWIC card is not expired when reporting to work. The Port will reimburse the employee within the next pay period after receiving an authentic Federal Government

issued TWIC card. All Union members are required to maintain a valid TWIC card as a condition of employment.

ARTICLE V MISCELLANEOUS

Section A

Each member shall be a temporary employee for a probationary period of thirty days from the date he/she first reports for work, during which period he/she shall be subject to discharge at the options of the Employer. Pursuant to N.Y. Civil Service Law § 208(1)(b), the Employer will commence making dues deductions from represented employees as soon as practicable, and no more than thirty (30) days after the Union that provides the Employer with a signed dues deduction authorization card. The Employer will transmit the dues to the Treasurer of the Union together with a list of the employees for whom dues are deducted each payroll period. The Union will provide, and the Employer will accept as valid for the purposes of dues deduction, any document signed by the employee authorizing such deductions, so long as the document is compliant with the Taylor Law and applicable regulations.

Section B

It is further mutually agreed that no provision of this contract is entered into with any intent to violate or circumvent any of the provisions of the Civil Service Law or any amendments or substitutions thereof, should any acts or act in any way be applicable; nor is it intended that any provisions of this contract shall violate any other act or statute of law which may be pertinent thereto. Consistent with the requirements of the Taylor Law, the employees and the Union agree not to engage in or cause, instigate, or condone a strike or work slowdown or engage in any activity in violation of the Taylor Law.

The parties recognize and agree that the Employer was created and exists by virtue of statutory enactments; that it is in the nature of the political subdivision and its operations are for the public benefit. By reason thereof, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR TO PROVIDE ADDITIONAL FUNDS SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section C

The Union and Employer agree that only mentally, physically, competent, qualified, experienced, and dependable employees will be employed at the Port for its operations. Employees will be in a physical condition suitable and appropriate for work to be performed with efficiency and without danger to themselves or others and be qualified and fit for the type of work for which they are referred. The Union and Employer will mutually design programs to train employees with training as necessary to obtain any required certifications and to enable them to perform all required duties; however, the Port will provide training and instructors for obtaining necessary qualifications for the operation of forklifts and Track Mobile. Other equipment training will be done on a case-by-case basis, and will be coordinated mutually between the Port and the Union on a cooperative basis. Journeypersons must demonstrate the qualifications necessary for the operation of forklifts, to be determined by the Port in its

discretion, as a condition of employment. Training for forklift and Track Mobile operation will be provided by the Port.

Section D

The Port shall have the right to require pre-hire physical examinations as a condition of employment. In addition, the Port may require physical testing for fitness to work. Physical examinations will be conducted during non-working time, but the Port shall pay the costs associated with any such examination. It shall be the option of the Port to drug test any employee at any time based on reasonable suspicion of intoxication, impairment or as a result of employee damage to port facilities or equipment. Drug testing will be conducted in accordance with the drug testing rules and regulations established by the United States Department of Transportation. *All such testing will be at the expense of the employer while the employee is on duty.*

Section F:

It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or by proving additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

This agreement in all its terms and conditions shall continue in full force and effect until December 31, 2028, and thereafter until a new agreement shall have been concluded by negotiations. Either party shall serve notice on the other at least 60 days prior to expirations of this agreement, should some change be desired in the agreement for the ensuing contract periods such notice, if given, shall be in writing and shall include a full statement of the changes desired. If neither shall have served written notice, then this agreement shall continue in full force and effect for a further period of one year.

IN WITNESS THEREOF, this agreement has been duly executed on the day and year first above written.

THE PORT OF OSWEGO AUTHORITY	ILA LOCAL 1570-A
By: _____ William Scriber Executive Director	By: _____ Daniel Hibbert President
Dated: _____	Dated: _____