

**PORT OF OSWEGO**  
AUTHORITY



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

**Monday, November 20, 2023**

**4:30 pm Meeting**

**AGENDA**

**Regular Meeting**

- 1. Call to Order**
- 2. Motion 11-20-2301: To approve the Minutes of the 10-23-2023 regular monthly meeting (Exhibit A).**
- 3. Administrative Operational Report: (Exhibit B)**
- 4. Administrative Financial Reports: (A) Primary and (B) Subsidiary  
Motion 11-20-2302: To accept October'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
- 5. Chairman's Report**
- 6. Committee Reports**
  - a. Executive Committee**
  - b. Audit and Finance Committee**
  - c. Governance Committee**
  - d. Planning and Development Committee**
- 7. Old Business**

**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. **New Business**

9. **Motion 11-20-2303**: To approve the LOGISTEC USA, INC. – Port of Oswego Authority Service Agreement and authorize the Executive Director to sign and complete any and all paperwork (**Exhibit D**).

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

**Motion 11-20-230** : To

**Motion 11-20-230** : To

11. **Motion 11-20-2304**: To adjourn the regular monthly meeting.

**Next Regular Monthly Board Meeting is scheduled for  
Monday, December 18, 2023 @ 4:30pm**

**MISSION STATEMENT**

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

# Exhibit A

**PORT OF OSWEGO AUTHORITY**  
**Regular Monthly Meeting**  
**Monday, October 23, 2023**

**CALL TO ORDER:** Mr. Enwright called the meeting to order at 4:34 PM.

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

**ALSO PRESENT:** Pat McMahon - Supervisor of Development & Maintenance, Debbie Godden - Accounting Manager, Kim Natoli - Port Employee, Dr. Robert Morgan - Vice President of the H. Lee White Maritime Museum, Ms. Mercedes Niess - Executive Director of the H. Lee White Maritime Museum, Lawrence Ordway - Port Counsel with Bousquet Holstein PLLC on Zoom, Tom Doran and Peg Stone with the Oswego Yacht Club.

**ABSENT:** None.

**EXECUTIVE SESSION**

**Motion 10-23-2305:** A motion was made by Ms. Zeller to move to executive session to discuss purchase of property. Ms. Macey seconded the motion at 4:37 PM. Motion passed. 7-Aye, 0-Nay.

**Motion 10-23-2306:** A motion was made by Mr. Delia to resume the regular monthly meeting at 5:38 PM. Motion seconded by Ms. Macey. Motion passed. 7-Aye, 0-Nay.

**DISCUSSIONS WITH H. LEE WHITE MARITIME MUSEUM & OSWEGO YACHT CLUB**

A discussion was initiated with Port Counsel, Mr. Lawrence Ordway, in regards to the LT-5 Grant Contract Proposal. Mr. Ordway recommended that the Port make amendments to the Attachment E to the State of New York Master Contract for Grants to eliminate the Port to the greatest extent possible as being bound by the terms of the Master Contract. Prior to Counsel sending the changes to the Museum, Counsel requests the Board approve making changes to the Attachment E. Counsel will be sending red-line changes of Attachment E that the Port anticipates the State Grant Administrator will accept, to move forward in obtaining the grant money. Per Counsel, even after assuming the State approves the changes, further changes will possibly have to be made to the Grant Master Contract due to the fact that it currently contemplates spending a large sum of money on doing the transportation and restoration of the Tug at dry dock, which would no longer be necessary if moving forward with the plan that was discussed to dewater and defuel the Tug, and find a location to place the vessel. Per Counsel, what the State Grant Administrator was stating was inconsistent with what the documents/contract actually said, and documents are binding, not the word-representation of the Grant Administrator, which was the Port's and Counsel's concerns. No changes have been made to the Master Contract; changes were only being made to Attachment E.

Dr. Morgan commented that the LT-5 has not been defueled to date; he made arrangements to have the fuel oil be evaluated, and discovered that the fuel oil cannot be used and has to be burned due to its age. The Museum will need to seek assistance with an environmental group to remove the oil.

**Motion 10-23-2309:** A motion was made by Ms. Cosemento to authorize Port Counsel to move forward with changes to Attachment E of the New York State Master Contract for Grants and to send to the H. Lee White Maritime Museum for approval. Motion was seconded by Dr. Kares Smith. Motion Passed. 7-Aye, 0-Nay.

Representatives, Mr. Tom Doran and Ms. Peg Stone, from the Oswego Yacht Club were also in attendance. The representatives provided a history and mission of the Yacht Club, and reiterated the club's interest in possibly being a part of or relocating to the west-side Goble Project. The club currently operates out of the former Office Tavern restaurant, which is not on the water and they are unable to use their hoist, and furthermore they are unable to effectively meet and operate their programs, such as sailboat racing, regattas, the Harborfest Regatta, the Hospice Regatta, community sailing, and their junior sailing program.

Mr. Enwright and Mr. Scriber explained a potential process that the Port and the Oswego Yacht Club would have to navigate for any future joint collaboration, which included conferring with C&S Engineers and the Port's Planning and Development Committee, to have a plan for the Club's needs and wants.

Mr. Enwright questioned Dr. Morgan if there was a DLR report or building design for the Marine Museum, the status of the Eleanor D, and the prospect of a tall ship event. Dr. Morgan stated that the Museum has their board meeting the next day and those issues will be discussed then. The Museum is moving forward with their schooner – the engine was removed, there is a new engine to be installed, the engine room will be cleaned, and it will be painted, and they will be speaking with the area trades to complete the electrical on the schooner.

Conclusion of Marine Museum and Oswego Yacht Club discussions was at 6:00 P.M, with those members leaving the meeting; after a short break the Board reconvened the monthly meeting at 6:06 P.M.

### **APPROVAL OF MINUTES**

**Motion 10-23-2301:** A motion was made by Dr. Kares Smith to approve the minutes of the September 18, 2023 regular monthly meeting and the minutes of the September 27, 2023 Special Meeting for Dome 4 SEQR Review. Motion was seconded by Mr. Delia. Motion passed. 7-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 – September 2023

Update on projects:

- Highway H<sub>2</sub>O Conference – Mr. Scriber attended the Highway H<sub>2</sub>O Conference in Toronto, Canada with Port Board members Ms. Macey and Mr. Enwright during October 17<sup>th</sup> – 19<sup>th</sup>.
- Passenger & Freight Rail Assistance Program (PFRAP) Grant – grant submitted to for two grants:

- Stand-alone for electric track mobile that complies with New York state's climate and clean energy initiative ("GreenNY Council"). It is electric and quiet.
- Additional track at the Fitzgibbons property, for a total of 5 tracks at that location.
- Concrete loading pit for potash for Dome 3.
- CSX Rail Visit – Mr. Scriber spoke about our expansion plans in conjunction with businesses they have in the area; positive discussions during the visit.
- Novelis Slabs – The Port will be receiving large Novelis slabs; Mr. Scriber spoke with Novelis transportation representatives today on rail and they will be starting a test of their rail cars to move large ingots out of their plants to Novelis (there are no rails at the local Novelis plant at this time). The plant will be sending them in August 2024, and prior to that, the Port will be running a test in January 2024 on the new railcar that is capable to handle large ingots – the Port will be a test-site receiving the load, unloading it, and giving it to the plant, and mitigating any issues. The Port will be receiving approximately 20-25 railcars per week with slabs that would be transloaded to the plant.
- Letter from the Great Lakes Port Association (GLPA) – The St. Lawrence Seaway is closed at this time due to the Canadian linesmen strike. The whole system is a \$6 billion a year economic engine for seven states, it is affecting the Port immediately as it is putting a hold on our revenue and labor.
- Operation Oswego County – Recent convention. The Port is a selling point for Oswego County. The Port has a close relationship with the IDA and Oswego County, which is a benefit to each.

## **ADMINISTRATIVE FINANCIAL REPORTS**

**Motion 10-23-2302:** A motion was made by Mr. Schneider to accept the September financial reports as presented; it is nearly on budget. Motion seconded by Ms. Cosemento. Motion passed. 7-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

**Chairman's Report:** Mr. Enwright commented on his experience at last week's Highway H<sub>2</sub>O Conference in Toronto, Canada with Mr. Scriber and Board member Ms. Macey. Mr. Enwright indicated that they made several contacts, was educated about the low-carbon footprints, ballast water treatment on vessels, and scheduled offloading of vessels.

Mr. Enwright also described a meeting that was held between the Port and Oswego City officials, including city councilors and its attorney, the week prior to discuss the Dome 4 Redesign Project. The Port wanted to reach out to the city prior to moving forward with the project, to include the city, to improve the relationship.

**COMMITTEE REPORTS:**

**Executive Committee:** No report per Ms. Cosemento.

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

**Governance Committee:** Dr. Kares Smith reported on the status of the Confidential Evaluation of Board Performance evaluations. Dr. Kares Smith also stated that he was pleased with delaying the discussions and possible voting on compensatory issues until November's meeting.

**Planning and Development Committee:** No committee report per Ms. Macey, however she commented on her experience at last week's Highway H<sub>2</sub>O Conference in Toronto, Canada and interesting findings on soybeans and docks. She also reiterated that two showers should be constructed in the restrooms at the west-side marina. Mr. Scriber explained that there are space-confines, ADA requirements, utility room and attendant necessities, however stated that he would further confer with the engineers on the matter.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

None.

**Motion 10-23-2303:** A motion was made by Ms. Cosemento to table the motion to approve compensatory time off policy until the November meeting. Motion was seconded by Dr. Kares Smith. Motion passed. 7-Aye, 0-Nay.

**Motion 10-23-2304:** A motion was made by Mr. Schneider to authorize the Executive Director to sign and complete any and all paperwork, and fulfill the grant agreement requirements for the U.S. Department of Transportation Maritime Administration under the fiscal year 2022 America's Marine Highway (AMH) Program, MARAD FY 2022 AMH Grant No. 693JF72340008. Motion seconded by Ms. Cosemento. Motion passed. 7-Aye, 0-Nay.

**Motion 10-23-2307:** A motion was made by Dr. Kares Smith for the Executive Director to extend an offer and negotiate financing for the purchase of property within the terms of the agreement as recommended by Port Counsel. Motion seconded by Ms. Macey. Motion passed. 7-Aye, 0-Nay.

**Motion 10-23-2308:** A motion was made by Ms. Cosemento for the Port of Oswego Authority Board to hereby authorize the Executive Director, with approval of legal counsel, to finalize the lease agreement known as FY 24-1 and sign on behalf of the Port of Oswego Authority. Motion seconded by Dr. Kares Smith. Motion passed. 7-Aye, 0-Nay.

**ADJOURNMENT**

**Motion 10-23-2310:** A motion was made by Ms. Zeller and seconded by Ms. Macey to adjourn the regular monthly meeting at 6:37 PM. Motion passed. 7-Aye, 0-Nay.

---

Kathleen Macey, Secretary/Treasurer



# Exhibit B



## **Administrative and Operations Report**

### ***November 2023***

**William W. Scriber, Executive Director**

- Monthly (October 2023) operations update – see attached
- Meeting with the new SUNY Oswego President – opportunities to work more closely together were discussed
- Requested to serve on the Oswego County Micron Strategy Committee
- Meeting with Novelis on business opportunities – Global Procurement - Govind Rajan
- Aluminium wave to the port – largest in several years – with one new, and possibly another new aluminum customer
- Break-Wall Projects – 24-1 and 24-2; contract 24-1 signed
- Draft of Multi-Sector General Permit Storm Water Pollution Protection Plan (SWPPP) completed
- New York State Freight Plan, Freight Working Group Meeting – attended
- Confirmations of Fiscal Year 2022-2023 Utilization Data MWBE: 79%
- CenterState CEO 2023 Economic Champions – attended on November 16<sup>th</sup> with Tom Schneider

TO: BOARD OF DIRECTORS  
 FROM: George Lloyd  
 SUBJECT: October 2023 Activity Report

Totals						
	# In	# Out	Total # In/Out	MT In	MT Out	Total MT In/Out
Trucks	97	137	234	2784.656	4191.852	6976.508
Railcars	0	0	0	0.000	0.000	0.000
Vessels	2	0	2	10775.164	0.000	10775.164
<b>Grand Totals</b>	<b>99</b>	<b>137</b>	<b>236</b>	<b>13559.820</b>	<b>4191.852</b>	<b>17751.672</b>

	Company	ST	MT	In/Out	Mode	#
Potash	Nutrien Ag Solutions	8572.43	7776.771	Inbound	Vessel	1
	Nutrien Ag Solutions	0.00	0.000	Inbound	Railcar	0
	Nutrien Ag Solutions	553.72	502.326	Outbound	Trucks	15
Grain	Anderson's Soybeans	3069.56	2784.656	Inbound	Trucks	97
	Anderson's Soybeans	0.00	0.000	Inbound	Railcar	0
	Anderson's Soybeans	948.39	860.364	Outbound	Trucks	34
	Anderson's Soybeans	0.00	0.000	Outbound	Railcar	0
	Anderson's Soybeans	0.00	0.000	Outbound	Vessel	0
	Anderson's Corn	0.00	0.000	Inbound	Trucks	0
	Anderson's Corn	0.00	0.000	Inbound	Railcar	0
	Anderson's Corn	0.00	0.000	Outbound	Trucks	0
	Anderson's Corn	0.00	0.000	Outbound	Railcar	0
	Anderson's Corn	0.00	0.000	Outbound	Vessel	0
Aluminum	Marubeni	2204.12	1999.563	Inbound	Vessel	1
	Marubeni	0.00	0.000	Inbound	Railcar	0
	Marubeni	1873.94	1700.008	Outbound	Trucks	52
	Trafigura	0.00	0.000	Inbound	Vessel	0
	Trafigura	0.00	0.000	Inbound	Trucks	0
	Trafigura	0.00	0.000	Inbound	Railcar	0
	Trafigura	0.00	0.000	Outbound	Trucks	0
	Glencore	0.00	0.000	Inbound	Vessel	0
	Glencore	417.99	379.194	Outbound	Trucks	12
	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	826.69	749.960	Outbound	Trucks	24
	Goldman	0.00	0.000	Outbound	Railcar	0
	Concord	0.00	0.000	Inbound	Vessel	0
	Concord	0.00	0.000	Outbound	Trucks	0
	Concord	0.00	0.000	Outbound	Railcar	0
	Concord	0.00	0.000	Inbound	Railcar	0
Concord	0.00	0.000	Inbound	Trucks	0	
IXM	1101.01	998.830	Inbound	Vessel	1	

	IXM	0.00	0.000	Inbound	Trucks	0
	IXM	0.00	0.000	Inbound	Railcar	0
	IXM	0.00	0.000	Outbound	Trucks	0
	Mitsubishi	0.00	0.000	Outbound	Trucks	0
	Mitsubishi	0.00	0.000	Inbound	Trucks	0
	Mitsubishi	0.00	0.000	Inbound	Vessel	0
	Mitsubishi	0.00	0.000	Inbound	Railcar	0
	Mercuria	0.00	0.000	Inbound	Vessel	0
	Mercuria	0.00	0.000	Inbound	Trucks	0
	Mercuria	0.00	0.000	Outbound	Trucks	0
	Mercuria	0.00	0.000	Outbound	Railcar	0
	Mercuria	0.00	0.000	Inbound	Railcar	0
	Alcoa	0.00	0.000	Inbound	Vessel	0
	Novelis Ingots	0.00	0.000	Inbound	Vessel	0
	Novelis Ingots	0.00	0.000	Outbound	Trucks	0
	Novelis Ingots	0.00	0.000	Inbound	Railcar	0
	Novelis Transfer Loads	0.00	0.000	Outbound	Trucks	0
Dean Marine Rock/Stone	Rock/Stone	0.00	0.000	Inbound	Railcar	0



SUNY Oswego / Oswego County Micron Strategy Steering Committee

## Purpose

The Oswego County Micron Strategy Steering Committee was launched in early 2023 to bring together stakeholders and interested members of the public from across Oswego County and beyond to discuss and plan for Oswego County's role in contributing to this historic opportunity in New York State—Micron's planned investment of \$100 billion in the region over the next twenty years.

Micron's megafab chip plant, located just over Oswego County's border in Clay, NY, is a catalyst for transformational renewal in the Central New York region and across New York State. As Oswego County's only public comprehensive university and as an economic driver for the state, SUNY Oswego is proud to serve as the lead convener of the Oswego County Micron Strategy Steering Committee.

Oswego County Micron Strategy Steering Committee members invite you to contribute to shaping Oswego County's future through conversation with Steering Committee members, work group participation, and/or participating in upcoming public forums as we imagine and take action together to illuminate, utilize, and strengthen Oswego County's assets and improve upon areas in need of attention and resources.





## Steering Committee Members

Members shown in bold are Work Group Chairs.

- Michael Backus, Oswego Health
- Cheryl Baldwin, Oswego YMCA
- **Mayor William (Billy) Barlow**, City of Oswego & Oswego Health
- David Bottar, Central New York Regional Planning and Development Board
- **Sara Broadwell**, Greater-Oswego Fulton Chamber of Commerce
- John Camp, C&S Companies
- Pam Caraccioli, Fulton Savings Bank
- Pat Carroll, Plumbers & Steamfitters Local #81
- Phil Church, Oswego County Administrator
- Jamal Coleman, SUNY Oswego
- Jim Dowd, Pathfinder Bank
- Brian Durant, Cayuga Community College
  
- Aimee Durfee, CenterState CEO
- Kristi Eck, SUNY Oswego
- Scott Furlong, SUNY Oswego
- Victoria Furlong, SUNY Oswego
- Marc Greco, Oswego County Legislature
- **Brian Heffron**, CITI BOCES
- Jennifer Hill, SUNY Oswego
- Brittney Jerred, Honorable Assembly Minority Leader William Barclay, New York Assembly District 120
- Keiko Kimura, Cayuga Community College
- Daniel Kolinski, Empire State Development
- **Brandy Koproski**, Integrated Community Planning of Oswego County
  
- Honorable John Mannion, New York Senate District 50
- **Mayor Deana Michaels**, City of Fulton
- Peter Nwosu, SUNY Oswego, Chair
- Joshua Pearlman, U.S. Senate Majority Leader Charles E. Schumer
- **Rachel Pierce**, Oswego County Workforce Development Board

- William W. Scriber, Port of Oswego Authority
- Honora Spillane, CenterState CEO
- **Tim Stahl**, City of Oswego
- Mary Toale, SUNY Oswego
- Chris Todd, CITI BOCES
- **David Turner**, Oswego County Office of Strategic Initiatives
- **Austin Wheelock**, Operation Oswego County

## Work Groups

For more information about getting involved, please complete the form for the appropriate group below. The information submitted will be shared with the Work Group Chair.

<b>Childcare (Chair: Brandy Koproski)</b>	▼
<b>Economic Development (Chair: Austin Wheelock)</b>	▼
<b>Education, PreK-16 (Chair: Brian Heffron)</b>	▼
<b>First Responder (Chair: TBD)</b>	▼
<b>Healthcare (Chair: Billy Barlow)</b>	▼
<b>Hotel, Restaurant &amp; Tourism (Chair: Sara Broadwell)</b>	▼
<b>Housing (Chair: Tim Stahl)</b>	▼
<b>Public and Private Infrastructure Systems (Chair: Dave Turner)</b>	▼
<b>Transportation &amp; Logistics (Chair: Deana Michaels)</b>	▼
<b>Workforce Training (Chair: Rachel Pierce)</b>	▼

## Upcoming Public Meetings and Events

### SUNY Oswego, Mayor Barlow and Micron to Host Community Town Hall at SUNY Oswego

Please join members of the SUNY Oswego and greater Oswego community in welcoming Micron to a community town hall at SUNY Oswego. The meeting is open to the public.

**Date:**

Thursday, April 27, 2023

**Time:**

6:00 p.m.

**Place:**

SUNY Oswego  
Sheldon Hall Ballroom  
301 Washington Blvd  
Oswego, NY 13126

*Parking is available in Lot E-15 (directly across from Sheldon Hall)*

[LEARN MORE](#)

## Contact

**Kristi Eck**

SUNY Oswego Executive Director of Strategic Initiatives, External Partnerships & Legislative Affairs & Chief of Staff

[Kristi.eck@oswego.edu](mailto:Kristi.eck@oswego.edu)





---

## Confirmations of Fiscal Year 2022-23 Utilization Data


---

**Agency/Authority:** Port of Oswego Authority

**Analyst Name:** Zaleika Johnson

**(DRAFT) FY2223 MWBE: 79.94%**

Print name: Meghan Wahrendorf

Signature: 

Date: 10/25/23

***Procurement Officer/Agency Designee***

Print name: William Scriber

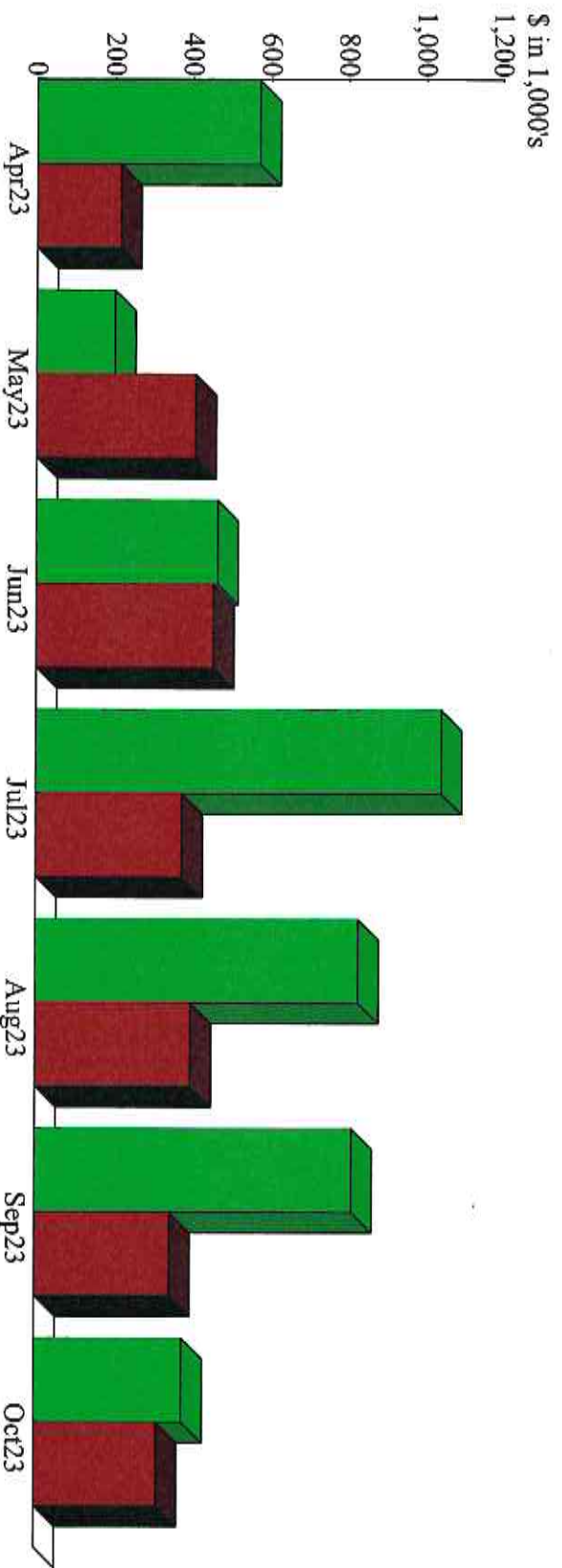
Signature: 

Date: 10/25/23

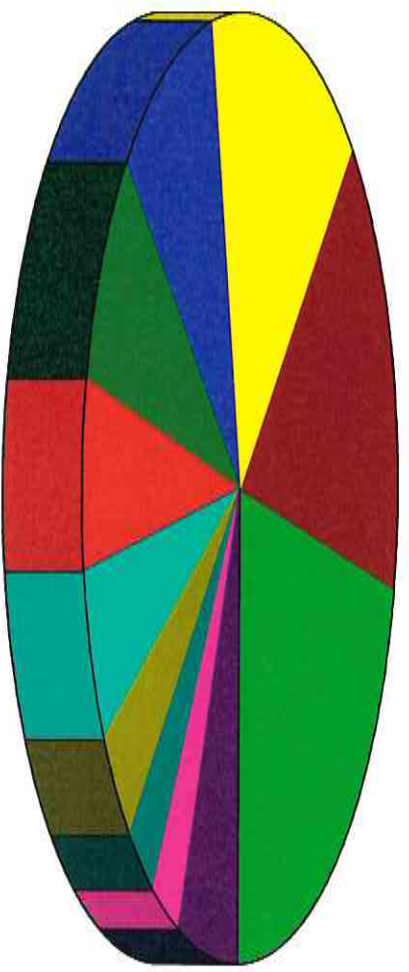
***Agency Commissioner/Authority Head***

# Exhibit C-1

### Income and Expense by Month April through October 2023



### Income Summary April through October 2023



9000017 · FEMA DR 4348	21.75%
4600000 · Stevedoring	16.18
4800000 · Marina Income	15.45
9001400 · REDI - Goble Marina	9.95
4400000 · Rental	8.38
4300000 · Loading and Unloading	6.60
9000020 · Auction / Sale of equipment	6.18
4500000 · Misc Income	4.24
4200000 · Wharfage	3.12
4000000 · Storage	3.01
Other	5.15
<b>Total</b>	<b>\$4,288,723.18</b>

By Account

**Port of Oswego Authority**  
**Cash Position**  
 As of October 31, 2023

	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
<b>1000600 · Imprest Fund - Key Bank</b>					
Total 1000600 · Imprest Fund - Key Bank	247,141.85	706,669.58	785,476.95	-78,807.37	168,334.48
<b>1000700 · Health Fund - Key Bank</b>					
Total 1000700 · Health Fund - Key Bank	788.39	5,000.02	4,919.15	80.87	869.26
<b>1001000 · Comptroller Fund - Key Bank</b>					
Total 1001000 · Comptroller Fund - Key Bank	22,397.36	532,215.34	544,694.83	-12,479.49	9,917.87
<b>1001001 · Gen. State Checking - Key Bank</b>					
Total 1001001 · Gen. State Checking - Key Bank	1,105,835.09	546,371.43	699,017.86	-152,646.43	953,188.66
<b>1001500 · Key Money Market</b>					
Total 1001500 · Key Money Market	83,158.41	125,098.55	7,651.72	117,446.83	200,605.24
<b>TOTAL</b>	<u>1,459,321.10</u>	<u>1,915,354.92</u>	<u>2,041,760.51</u>	<u>-126,405.59</u>	<u>1,332,915.51</u>

**Port of Oswego Authority**  
**Balance Sheet**  
As of October 31, 2023

	<u>Oct 31, 23</u>	<u>Oct 31, 22</u>	<u>\$ Change</u>
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
1000100 · Petty Cash	164.02	96.67	67.35
1000300 · Oswego Marina - Register fund	600.00	600.00	0.00
1000600 · Imprest Fund - Key Bank	168,334.48	373,163.86	-204,829.38
1000700 · Health Fund - Key Bank	869.26	305.78	563.48
1001000 · Comptroller Fund - Key Bank	9,917.87	10,546.20	-628.33
1001001 · Gen. State Checking - Key Bank	953,188.66	1,209,689.10	-256,500.44
1001500 · Key Money Market	200,605.24	7,610.68	192,994.56
1003200 · CD - Wtrline Maint Fund	10,000.00	0.00	10,000.00
1003300 · CD - Bldg Rehab Fund	88,646.47	87,928.93	717.54
<b>Total Checking/Savings</b>	<u>1,432,326.00</u>	<u>1,689,941.22</u>	<u>-257,615.22</u>
<b>Accounts Receivable</b>			
1100000 · Accounts Receivable	177,374.80	510,734.40	-333,359.60
<b>Total Accounts Receivable</b>	<u>177,374.80</u>	<u>510,734.40</u>	<u>-333,359.60</u>
<b>Other Current Assets</b>			
1100103 · Accounts Receivable Other	995.04	995.04	0.00
1100104 · Short term Lease Receivable	146,995.05	0.00	146,995.05
1100900 · Other Receivable	0.00	760,621.00	-760,621.00
1201000 · Prepaid Insurance	96,494.80	86,369.13	10,125.67
1202000 · Prepaid expense	193.05	193.05	0.00
1210000 · Inventory Asset	16,870.44	17,963.49	-1,093.05
1300000 · Grant Receivable	740,118.43	2,729.07	737,389.36
1499000 · Undeposited Funds	2,466.50	35.00	2,431.50
<b>Total Other Current Assets</b>	<u>1,004,133.31</u>	<u>868,905.78</u>	<u>135,227.53</u>
<b>Total Current Assets</b>	<u>2,613,834.11</u>	<u>3,069,581.40</u>	<u>-455,747.29</u>
<b>Fixed Assets</b>			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	14,074,827.75	0.00
1502050 · Land & Land Impr-Held for Lease	1,537,131.13	1,376,575.13	160,556.00
1502100 · Alcan Water Line	1.00	1.00	0.00
1502300 · Bldgs & Improvem-Capital Assets	8,516,661.43	8,478,916.43	37,745.00
1502350 · Bldgs & Improvem-Held for Lease	4,043,402.88	4,012,217.36	31,185.52
1502400 · Office Equipment & Furniture	473,841.90	469,143.90	4,698.00
1502500 · Operating Equipment	3,695,220.62	3,157,693.41	537,527.21
1502501 · Equipment - Marina	299,821.60	287,239.93	12,581.67
1502550 · Lease Assets	434,701.63	0.00	434,701.63
1502555 · Accumulated Amortization	-78,044.13	0.00	-78,044.13
1502600 · Computer Software	32,872.24	32,872.24	0.00
1502800 · Acc Dep-Bldg & Impr-Cap Assets	-6,722,169.54	-6,529,748.54	-192,421.00
1502850 · Acc Dep Bldg & Impr-Held for Le	-2,331,837.00	-2,221,428.00	-110,409.00
1502900 · Acc Dep - Operating Equip	-2,554,080.33	-2,385,670.33	-168,410.00
1502905 · Acc Dep - Marina equipment	-239,567.00	-227,418.00	-12,149.00
1503000 · Acc Dep - Office Equipment	-462,481.46	-454,703.46	-7,778.00

Port of Oswego Authority  
**Balance Sheet**  
 As of October 31, 2023

	Oct 31, 23	Oct 31, 22	\$ Change
1503100 · Acc Dep-Land & Impr-Cap Assets	-8,048,916.11	-7,468,047.11	-580,869.00
1503101 · Acc Dep - Computer Software	-32,872.00	-32,872.00	0.00
1503150 · Acc Dep Land & Impr-Held for Le	-96,532.00	-37,174.00	-59,358.00
1503200 · Acc Dep - Lease Asset	-158,555.00	0.00	-158,555.00
1503600 · Equipment - New or Replacement	59,757.49	11,975.00	47,782.49
1504900 · Cap Imp - Gas Dock Improvements	1,031.76	0.00	1,031.76
1505600 · Cap Imp - Agricultural Center	14,551,206.29	14,435,136.53	116,069.76
1505800 · Cap Imp - Railcar conveyor	11,546.14	0.00	11,546.14
1506400 · Cap Imp - Warehouse doors	17,105.44	0.00	17,105.44
1506600 · Cap Imp - RV Park	123,008.04	95,677.02	27,331.02
1507300 · Cap Imp - Scales	93,603.23	0.00	93,603.23
1507400 · Cap Imp-Marina elect. upgrade	4,045.52	0.00	4,045.52
1507800 · Cap Imp - FEMA-West 2017	384,444.69	358,397.56	26,047.13
1507802 · Cap Imp - FEMA-East 2017	1,688,536.56	523,067.37	1,165,469.19
1508600 · Cap Imp-REDI 19515-Goble Marina	1,406,150.15	542,080.44	864,069.71
1508900 · Cap Imp-Fitzgibbons Prop Imprv	0.00	160,556.00	-160,556.00
<b>Total Fixed Assets</b>	<b>30,723,862.92</b>	<b>28,659,315.63</b>	<b>2,064,547.29</b>
<b>Other Assets</b>			
1100105 · Long Term Lease Receivable	1,012,936.43	0.00	1,012,936.43
1100106 · Interest Receivable	2,310.24	0.00	2,310.24
1800000 · Pension - Deferred Outflow	-190,195.00	-76,109.00	-114,086.00
1800001 · Deferred Outflow - OPEB	385,391.00	519,043.00	-133,652.00
<b>Total Other Assets</b>	<b>1,210,442.67</b>	<b>442,934.00</b>	<b>767,508.67</b>
<b>TOTAL ASSETS</b>	<b>34,548,139.70</b>	<b>32,171,831.03</b>	<b>2,376,308.67</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
2000100 · Accounts Payable	183,626.10	138,018.96	45,607.14
<b>Total Accounts Payable</b>	<b>183,626.10</b>	<b>138,018.96</b>	<b>45,607.14</b>
<b>Credit Cards</b>			
2000101 · Key Bank - Bill Mastercard	4,024.07	1,976.11	2,047.96
2000103 · Lowe's credit card	194.21	279.50	-85.29
2000104 · Tractor Supply credit card	26.99	0.00	26.99
<b>Total Credit Cards</b>	<b>4,245.27</b>	<b>2,255.61</b>	<b>1,989.66</b>
<b>Other Current Liabilities</b>			
2000200 · Retainage Payable	43,079.49	16,448.92	26,630.57
2000300 · Accounts Payable Other	15,096.03	115.80	14,980.23
2000400 · A/P-Deferred COVID19 ER SS	0.00	19,414.06	-19,414.06
2000610 · Deposits received	20,000.00	0.00	20,000.00
2001000 · Accrued Salaries	37,502.49	49,791.08	-12,288.59
2001200 · Accrued Compensation	58,468.03	53,350.23	5,117.80
2001600 · Accrued NYS Retirement Withheld	1,044.60	1,342.43	-297.83
2001700 · NYS Retirement Loan Withheld	836.00	756.00	80.00

**Port of Oswego Authority**  
**Balance Sheet**  
As of October 31, 2023

	<u>Oct 31, 23</u>	<u>Oct 31, 22</u>	<u>\$ Change</u>
2001800 · NYS Retirement Arrears Withheld	0.00	81.83	-81.83
2002700 · Accrued NYS PFL withheld	1,932.43	1,596.88	335.55
2003000 · #1570A Pension Fund	29,595.38	92,953.38	-63,358.00
2003100 · 1570 1% Checkoff Withheld	409.81	1,303.82	-894.01
2003200 · 1570 1/10% Checkoff Withheld	41.00	130.42	-89.42
2003300 · 1570A 9/10% Checkoff Withheld	368.79	1,173.49	-804.70
2003401 · 1570A Local Dues Withheld	749.26	2,353.30	-1,604.04
2004000 · Accrued AFLAC - cancer withheld	0.00	55.08	-55.08
2004200 · Accrue AFLAC- accident withheld	0.00	21.00	-21.00
2004400 · Accrued AFLAC-Hosp Adv withheld	0.00	51.00	-51.00
2004500 · Accrued Mass Mutual withheld	-335.50	0.00	-335.50
2005600 · Payments on Insurance Claims	961.95	961.95	0.00
2005700 · Short Term Lease Liability	107,935.08	0.00	107,935.08
2550000 · Sales Tax Payable	-1,841.76	-16,931.52	15,089.76
<b>Total Other Current Liabilities</b>	<u>315,843.08</u>	<u>224,969.15</u>	<u>90,873.93</u>
<b>Total Current Liabilities</b>	503,714.45	365,243.72	138,470.73
<b>Long Term Liabilities</b>			
2500400 · NYS Retirement Employer Contri	10,289.00	1,729.00	8,560.00
2500500 · Advances from NYS	3,455,925.71	3,505,925.71	-50,000.00
2500600 · Vehicle Note Payable	47,807.54	0.00	47,807.54
2501010 · Note Payable - PPP 2nd draw	0.00	374,895.00	-374,895.00
2501400 · OPEB liability	1,559,497.00	2,466,448.00	-906,951.00
2501700 · LOC 1753 Pathfinder-Goble/FEMA	0.00	312,529.46	-312,529.46
2502100 · Note Payable - Liebherr Crane	0.00	297,201.39	-297,201.39
2502200 · Note Payable-SANY Forklift-LEAF	453,333.89	0.00	453,333.89
2503500 · Long Term Lease Liability	93,690.12	0.00	93,690.12
2600000 · Net Pension Liability - ERS	-187,532.00	2,143.00	-189,675.00
2800001 · Deferred Inflow - OPEB	1,084,415.00	248,736.00	835,679.00
2800002 · Deferred Inflow - Lessor	1,115,993.43	0.00	1,115,993.43
<b>Total Long Term Liabilities</b>	<u>7,633,419.69</u>	<u>7,209,607.56</u>	<u>423,812.13</u>
<b>Total Liabilities</b>	8,137,134.14	7,574,851.28	562,282.86
<b>Equity</b>			
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	19,678,911.68	18,101,112.78	1,577,798.90
<b>Net Income</b>	1,784,219.65	1,547,992.74	236,226.91
<b>Total Equity</b>	<u>26,411,005.56</u>	<u>24,596,979.75</u>	<u>1,814,025.81</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>34,548,139.70</u></u>	<u><u>32,171,831.03</u></u>	<u><u>2,376,308.67</u></u>

Port of Oswego Authority  
Profit & Loss  
October 2023

	Period to Date				Year to Date				% Variance from Budget
	Oct 23	Oct 22	Budget	Apr - Oct 23	Apr - Oct 22	Prior	Budget	\$ Over Budget	
Ordinary Income/Expense									
Income									
4000000 · Storage	28,653.43	36,073.38	30,833.33	129,246.56	214,918.44	-85,671.88	215,833.35	-86,586.79	-40.1%
4100000 · Dockage	10,020.79	5,749.10	13,888.89	67,282.38	179,703.87	-112,421.49	97,222.22	-29,939.84	-30.8%
4200000 · Wharfage	23,244.03	14,731.37	28,000.00	133,669.44	182,834.91	-49,165.47	196,000.00	-62,330.56	-31.8%
4300000 · Loading and Unloading	18,569.14	137,862.32	66,666.66	282,974.56	1,060,178.60	-777,204.04	466,666.66	-183,692.10	-39.4%
4400000 · Rental	65,052.37	64,301.90	47,500.00	359,566.93	429,535.90	-69,968.97	332,500.00	27,066.93	8.1%
4500000 · Misc Income	27,475.41	30,774.33	20,833.34	181,660.73	1,033,660.39	-851,999.66	145,833.34	35,827.39	24.6%
4600000 · Stevedoring	35,631.36	72,228.32	83,333.33	693,835.78	1,465,105.56	-771,269.78	583,333.34	110,502.44	18.9%
4750000 · Profit Share	0.00	200,000.00	0.00	0.00	200,000.00	-200,000.00	0.00	0.00	0.0%
4800000 · Marina Income	52,201.70	57,227.46	121,677.12	662,500.26	848,567.15	-186,066.89	825,500.00	-182,999.74	-19.7%
4850000 · RV Park	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	-5,000.00	-100.0%
Total Income	260,848.23	618,948.18	412,732.67	2,510,736.64	5,614,504.82	-3,103,768.18	2,867,868.91	-357,152.27	-12.5%
Cost of Goods Sold									
4900000 · Cost of Goods Sold	13,096.63	15,230.01	53,125.00	328,953.90	477,220.72	-148,266.82	371,875.00	-42,921.10	-11.5%
Total COGS	13,096.63	15,230.01	53,125.00	328,953.90	477,220.72	-148,266.82	371,875.00	-42,921.10	-11.5%
Gross Profit	247,751.60	603,718.17	359,607.67	2,181,782.74	5,137,284.10	-2,955,501.36	2,496,013.91	-314,231.17	-12.6%
Expense									
5000000 · Personal Service	121,486.57	147,871.49	128,428.58	888,361.80	1,470,403.72	-582,041.92	1,005,218.63	-116,856.83	-11.6%
605000a · Travel Expense	1,609.68	1,131.99	500.00	4,670.59	7,169.54	-2,498.95	3,500.00	1,170.59	33.4%
610000a · Auto Expense	909.38	21.00	583.33	3,313.85	5,576.45	-2,262.60	4,083.33	-769.48	-18.8%
611000a · Fuel expense	1,898.02	6,249.67	4,291.66	22,200.15	48,453.37	-26,253.22	30,041.66	-7,841.51	-26.1%
615000a · Office Supplies	1,412.33	5,442.63	3,333.34	38,122.16	37,165.41	956.75	23,333.34	14,788.82	63.4%
6150200 · General Insurance Expense	28,688.28	23,605.90	23,333.34	192,501.34	161,522.57	30,978.77	163,333.34	29,168.00	17.9%
620000a · Advertising & Printing	2,897.90	2,129.00	2,500.00	24,749.53	20,276.47	4,473.06	17,500.00	7,249.53	41.4%
625000a · Communications	889.37	3,008.97	2,500.00	5,445.98	20,487.11	-15,041.13	17,500.00	-12,054.02	-68.9%
6260000 · FTZ expenses	0.00	0.00	0.00	645.00	0.00	645.00	0.00	645.00	100.0%
630000a · Fuel, Light & Power	3,717.26	6,539.50	6,250.00	32,143.81	43,087.08	-10,943.27	43,750.00	-11,606.19	-26.5%
635000a · Household Supplies	3,180.39	1,401.70	1,750.00	15,934.69	17,689.35	-1,734.66	12,250.00	3,684.89	30.1%
640000a · Payroll Taxes	7,860.29	8,789.87	9,499.52	63,840.45	97,325.10	-33,484.65	66,496.64	-2,656.19	-4.0%
645000a · Health Insurances	20,140.96	19,636.72	20,416.66	156,283.04	143,021.72	13,261.32	142,916.66	13,366.38	9.4%
6500000 · ILA Pension	29,595.38	38,793.94	17,500.00	205,064.27	499,566.38	-294,502.11	122,500.00	82,564.27	67.4%
6510000 · IUOE Local 158 Fringes(-er)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6520000 · CSEA Workboots/Workclothes	247.32	0.00	83.34	247.32	0.00	247.32	583.34	-336.02	-57.6%
655000a · Special Supplies	7,148.75	44,920.16	5,833.34	45,690.49	331,079.86	-285,389.37	40,833.34	4,857.15	11.9%
655130a · Spec Supp & Ex - Metered Water	1,063.36	2,545.54	583.34	1,971.23	3,986.05	-2,014.82	4,083.34	-2,112.11	-51.7%
6551500 · Spec Supp & Ex - Comm Support	0.00	125.00	943.75	12,725.00	10,725.00	2,000.00	6,606.25	6,118.75	92.6%
6560000 · Professional Services	24,482.20	14,183.13	8,083.34	130,231.24	103,040.36	27,190.88	56,583.34	73,647.90	130.2%
6570000 · Marina Supp & Expenses	3,639.25	4,009.86	5,770.83	54,526.94	51,598.80	2,928.14	33,729.13	20,797.81	61.7%



Port of Oswego Authority  
Profit & Loss  
October 2023

	Period to Date				Year to Date				% Variance from Budget
	Oct 23	Oct 22	Budget	Apr - Oct 23	Apr - Oct 22	Prior	Budget	\$ Over Budget	
6580000 · Education/Training	69.00	0.00	83.34	69.00	1,244.00	-1,175.00	583.34	-514.34	-88.2%
6590000 · Technical Services	0.00	9,010.00	2,750.00	7,020.00	25,640.50	-18,620.50	19,250.00	-12,230.00	-63.5%
660000a · Repairs & Maintenance	11,050.69	9,250.24	7,500.00	81,228.91	68,619.82	11,609.09	52,500.00	28,728.91	54.7%
6670000 · House Gasoline	28.13	130.11	0.00	1,219.20	2,908.55	-1,689.35	0.00	1,219.20	100.0%
6680000 · Hammermill property lease	0.00	16,800.00	0.00	0.00	75,600.00	-75,600.00	0.00	0.00	0.0%
6700000 · Rentals	8,646.04	11,642.35	833.34	27,449.35	48,551.03	-21,101.68	5,833.34	21,616.01	370.6%
6700200 · Lease-Track Mobile	0.00	2,558.00	2,558.00	0.00	17,906.00	-17,906.00	17,906.00	-17,906.00	-100.0%
6700300 · Lease - other equipment leases	1,196.00	9,760.00	16,388.00	4,637.00	88,320.00	-63,683.00	114,716.00	-110,079.00	-96.0%
6700301 · Lease - vehicles	0.00	292.00	292.92	0.00	2,746.34	-2,746.34	2,050.44	-2,050.44	-100.0%
6730000 · FEMA 4480 - Covid19 Expenses	0.00	44.49	0.00	0.00	88.98	-88.98	0.00	0.00	0.0%
6750000 · Write offs	0.00	0.40	166.66	1.36	0.40	0.96	1,166.66	-1,165.30	-99.9%
6800000 · Museum	497.82	289.35	500.00	5,632.83	3,662.74	1,970.09	3,500.00	2,132.83	60.9%
6850000 · Interest Expense	3,808.60	2,793.46	1,666.66	25,184.85	13,558.80	11,626.05	11,666.66	13,518.19	115.9%
6900000 · Freight Expense	58.77	216.42	416.66	14,196.65	2,252.84	11,943.81	2,916.66	11,279.99	386.7%
<b>Total Expense</b>	<b>286,221.74</b>	<b>393,192.89</b>	<b>275,339.95</b>	<b>2,065,308.03</b>	<b>3,404,254.34</b>	<b>-1,338,946.31</b>	<b>2,026,931.44</b>	<b>38,376.59</b>	<b>1.9%</b>
Net Ordinary Income	-38,470.14	210,525.28	84,267.72	116,474.71	1,733,029.76	-1,616,555.05	469,082.47	-352,607.76	-75.2%
Other Income/Expense									
Other Income									
8999999 · Interest Income - Leases	2,310.38	0.00	0.00	16,733.22	0.00	16,733.22	0.00	16,733.22	100.0%
9000000 · Interest Income	4,517.97	2,728.99	833.33	27,609.32	4,879.04	22,730.28	5,833.35	21,775.97	373.3%
9000001 · Grant - Agricultural Center	109,324.57	0.00	335,222.97	109,324.57	77,033.19	32,291.38	423,027.65	-313,703.08	-74.2%
9000014 · NYS Grant Pin 3935.59 ET Pier	0.00	0.00	0.00	0.00	0.00	0.00	361,283.85	-361,283.85	-100.0%
9000017 · FEMA DR 4348	0.00	0.00	0.00	932,710.06	-66,568.89	999,278.95	958,344.56	-25,634.50	-2.7%
9000020 · Auction / Sale of equipment	0.00	0.00	0.00	265,000.00	0.00	265,000.00	0.00	265,000.00	100.0%
9001400 · REDI - Goble Marina	0.00	0.00	0.00	426,609.37	-27,990.80	454,600.17	1,148,966.35	-722,356.98	-62.9%
<b>Total Other Income</b>	<b>116,152.92</b>	<b>2,728.99</b>	<b>336,056.30</b>	<b>1,777,986.54</b>	<b>-12,647.46</b>	<b>1,790,634.00</b>	<b>2,897,455.76</b>	<b>-1,119,469.22</b>	<b>-38.6%</b>
Other Expense									
9000400 · Windmill Proj Rd Improvements	0.00	0.00	0.00	0.00	172,389.56	-172,389.56	0.00	0.00	0.0%
9000700 · Profit Sharing Exp - Castalooop	0.00	0.00	0.00	14,436.10	0.00	14,436.10	0.00	14,436.10	100.0%
9005500 · Amortization Expense	13,179.03	0.00	0.00	95,805.50	0.00	95,805.50	0.00	95,805.50	100.0%
<b>Total Other Expense</b>	<b>13,179.03</b>	<b>0.00</b>	<b>0.00</b>	<b>110,241.60</b>	<b>172,389.56</b>	<b>-62,147.96</b>	<b>0.00</b>	<b>110,241.60</b>	<b>100.0%</b>
Net Other Income	102,973.89	2,728.99	336,056.30	1,667,744.94	-185,037.02	1,852,781.96	2,897,455.76	-1,229,710.82	-42.4%
<b>Net Income</b>	<b>64,503.75</b>	<b>213,254.27</b>	<b>420,324.02</b>	<b>1,784,219.65</b>	<b>1,547,992.74</b>	<b>236,226.91</b>	<b>3,366,538.23</b>	<b>-1,582,318.58</b>	<b>-47.0%</b>

Port of Oswego Authority  
**Marina Profit & Loss**  
April through October 2023

Ordinary Income/Expense	Apr - Oct 23	Apr - Oct 22	\$ Change
<b>Income</b>			
4400000 · Rental	700.00	600.00	100.00
4500000 · Misc Income	0.00	133.40	-133.40
4800000 · Marina Income			
4800100 · Marina Inc - Slip Rental	85,850.00	88,125.00	-2,275.00
4800101 · Marina Inc-Transient mooring	64,080.50	69,749.00	-5,668.50
4800200 · Marina Inc - Misc	655.00	500.00	155.00
4800300 · Marina Inc - Storage	53,425.00	61,064.00	-7,639.00
4800301 · Marina Inc-MastUnstepStoreStep	2,275.00	1,793.00	482.00
4800400 · Marina Inc - Gas Sales	401,540.98	561,783.23	-160,242.25
4800500 · Marina Inc-Gin Pole	17,537.00	21,323.00	-3,786.00
4800501 · Marina Inc-Hoist	3,972.00	2,634.00	1,338.00
4800600 · Marina-FishClean/OYC/Barn Rent	1,200.00	1,200.00	0.00
4800800 · Marina Inc - Towing services	5,603.10	9,409.00	-3,805.90
4800900 · Marina Inc - Service/Labor	7,542.75	8,957.41	-1,414.66
4801000 · Marina Inc - Winterization	15,392.00	18,770.00	-3,378.00
4801100 · Marina Inc - Tackle	17.30	178.48	-161.18
4801200 · Marina Inc - Boat Supply	1,450.59	1,421.53	29.06
4801400 · Marina Inc - Beverages	144.75	149.50	-4.75
4801500 · Marina Inc - Snacks	285.00	265.00	20.00
4801700 · Marina Inc - Ice	1,308.00	1,245.00	63.00
<b>Total 4800000 · Marina Income</b>	<b>662,278.97</b>	<b>848,567.15</b>	<b>-186,288.18</b>
<b>Total Income</b>	<b>662,978.97</b>	<b>849,300.55</b>	<b>-186,321.58</b>
<b>Cost of Goods Sold</b>	<b>328,773.55</b>	<b>477,220.72</b>	<b>-148,447.17</b>
<b>Gross Profit</b>	<b>334,205.42</b>	<b>372,079.83</b>	<b>-37,874.41</b>
<b>Expense</b>			
5000000 · Personal Service	87,591.62	78,595.86	8,995.76
615000a · Office Supplis	2,430.66	1,279.96	1,150.70
625000a · Communications	7.21	1,212.88	-1,205.67
635000a · Household Supplis	472.84	703.62	-230.78
640000a · Payroll Taxes	7,552.49	5,210.58	2,341.91
645000a · Health Insurances	2,050.65	1,015.12	1,035.53
655000a · Special Supplis	2,326.24	1,577.76	748.48
6570000 · Marina Supp & Expenses			
6571000 · MarinaSupp & Ex-Misc	2,151.80	1,960.64	191.16
6571200 · MarinaSupp & Ex-Maintenance	164.92	1,322.52	-1,157.60
6571201 · MarinaSupp & Ex-Equip repairs	7,984.34	5,431.16	2,553.18
6571300 · MarinaSupp & Ex-Utilities	8,929.62	7,376.33	1,553.29
6571400 · MarinaSupp & Ex-Credit Card Exp	31,130.83	30,681.93	448.90
6571600 · MarinaSupp & Ex-Winteriz costs	3,547.50	3,860.94	-313.44
6571700 · MarinaSupp & Ex-Cable	689.86	1,003.85	-313.99
6571800 · Marina Supp & Ex-reg over/short	0.07	-38.57	38.64
<b>Total 6570000 · Marina Supp &amp; Expenses</b>	<b>54,598.94</b>	<b>51,598.80</b>	<b>3,000.14</b>
6580000 · Education/Training	69.00	-114.00	183.00
660000a · Repairs & Maintenance	6,318.85	1,587.40	4,731.45
6670000 · House Gasoline	830.11	1,038.59	-208.48
6700300 · Lease - other equipment leases	3,990.00	3,990.00	0.00
6750000 · Write offs	0.00	0.40	-0.40
6900000 · Freight Expense	181.92	6.99	174.93
<b>Total Expense</b>	<b>168,420.53</b>	<b>147,703.96</b>	<b>20,716.57</b>
<b>Net Ordinary Income</b>	<b>165,784.89</b>	<b>224,375.87</b>	<b>-58,590.98</b>
<b>Other Income/Expense</b>	<b>0.00</b>	<b>0.42</b>	<b>-0.42</b>
<b>Net Income</b>	<b>165,784.89</b>	<b>224,376.29</b>	<b>-58,591.40</b>

# Exhibit C-2

**Port of Oswego Authority  
Imprest Funds**

October 3 - 4, 2023

W-72

<b>Avaya Financial Services</b>	Phone Lease	<b>\$2,145.50</b>
<b>Benefit Resource, Inc.</b>	Monthly Administration Fee	<b>\$100.00</b>
<b>Burke's Do-it-Best Home Center</b>	Gate Hinge, Lag Screws, T-Star Bit, Bulk Orange Cube Tap, Poly Insert Elbow, Male Hose End, Female Hose End, Clamp, Galvanized Pipe	<b>\$90.25</b>
<b>Cintas</b>	Work Uniforms & Floor Mats	<b>\$84.18</b>
<b>CIT Group Inc</b>	Trackmobile Lease	<b>\$2,558.00</b>
<b>Computer Outlet North, Inc.</b>	10-Hour Service Agreement & Move Enterprise Switch from Office to Gas Dock, Install 8-Port Poe in Gas Dock	<b>\$1,149.00</b>
<b>Glider Oil</b>	Marina Diesel & Port Propane	<b>\$8,343.30</b>
<b>Key Bank - B</b>	Monthly Credit Card Charges	<b>\$2,317.58</b>
<b>Lockwood Septic Service CDS, Inc.</b>	Septic Pump-Out for the Kehoe	<b>\$160.00</b>
<b>Mohawk Global Logistics Corp</b>	FTZ Consulting	<b>\$750.00</b>
<b>Operation Oswego County Foundation</b>	Collaborative Ad between Operation Oswego County & Port	<b>\$2,500.00</b>
<b>Oswego Auto Parts</b>	Starter for the P-9 Crane, Oil Filters, Oil, Air Filter, Fuel Injector, Lamp, & Credits	<b>\$1,001.19</b>
<b>S&amp;B Computer and Office Products, Inc.</b>	Household Items, USGS & Port Credits	<b>\$45.06</b>
<b>Shark Welding &amp; Repair Service</b>	Waterline Washdown - Grain Silo	<b>\$8,350.00</b>
<b>Spectrum Business (Marina)</b>	Marina Internet	<b>\$94.98</b>
<b>Taylor Northeast, Inc.</b>	Forklift Repair, Bolts, Flange, Lockwasher, Freight	<b>\$2,399.06</b>
<b>Thompson &amp; Johnson Equipment Co., Inc.</b>	2 Fork Lift Leases	<b>\$1,196.00</b>
<b>Young/Sommer, LLC</b>	Dome 4 Development Project	<b>\$150.00</b>
		<hr/> <b>\$33,434.10</b>

**Port of Oswego Authority  
Imprest Funds**

October 10, 2023  
W-73

<b>AmVet Office Supplies, LLC</b>	Printer Ink, File Folders, Post-It Notes, Tylenol	<b>\$80.70</b>
<b>Babcock Highway Supply, Inc.</b>	Orange Vinyl Safety Flag	<b>\$13.96</b>
<b>Bond, Schoeneck &amp; King, PLLC</b>	2022 ILA Negotiations	<b>\$2,721.25</b>
<b>Brady Systems</b>	Truck Scale Installation Payment	<b>\$6,338.42</b>
<b>Computer Outlet North, Inc.</b>	Monthly e-Mails & Cloud Back-up, Install SFP Modules & Cables	<b>\$276.50</b>
<b>Ed &amp; Ed Business Technology, Inc.</b>	Contract Charge for Copiers	<b>\$186.67</b>
<b>Glider Oil</b>	Marina Gasoline, Port Diesel, Port Propane	<b>\$6,954.54</b>
<b>LEAF</b>	Heavy Forklift Lease Payment	<b>\$8,258.53</b>
<b>NaGr #-09104 Lighting-1 Gate, 1 NE Corner</b>	Electric Delivery & Supply (1 Account)	<b>\$107.71</b>
<b>Pathfinder Bank - LOC (Goble/FEMA)</b>	Interest Payment	<b>\$881.36</b>
<b>S&amp;B Computer and Office Products, Inc.</b>	Office Supplies & Housekeeping Items	<b>\$164.18</b>
<b>Specialty Tire Inc</b>	Items, Tires for Silo Operation	<b>\$488.00</b>
<b>Taylor Northeast, Inc.</b>	Part for Forklift	<b>\$34.14</b>
<b>Tractor Supply Credit Plan</b>	Monthly Credit Card Charges	<b>\$69.99</b>
<b>UPS</b>	Pick-Up & Shipping Charges to Return Timeclock	<b>\$15.05</b>
<b>Wells Technology, Inc</b>	Slings to Load Forklifts onto Ships	<b>\$193.80</b>
		<b><u>\$26,784.80</u></b>

**Port of Oswego Authority  
Imprest Funds**

October 16, 2023  
W-81

<b>AmVet Office Supplies, LLC</b>		<b>\$63.99</b>
	Copy Paper	
<b>Babcock Highway Supply, Inc.</b>		<b>\$75.00</b>
	Fleet Decals	
<b>Bousquet Holstein PLLC</b>		<b>\$4,916.25</b>
	Legal Matters - Lease Negotiation with Maritime Museum, PCL Properties Bankruptcy, Hammermill Assignment of Rent, Grain Handling Project, & General Counsel	
<b>Brady Systems</b>		<b>\$2,030.80</b>
	Truck Scale Installation Payment	
<b>Butler Disposal Systems Inc</b>		<b>\$231.73</b>
	Trash & Recycle Service	
<b>FitzGibbons Agency LLC</b>		<b>\$106,483.00</b>
	Multiple Policy Installments	
<b>Glider Oil</b>		<b>\$5,497.78</b>
	Marina Diesel, Port Diesel, Port Propane	
<b>Haun Welding Supply Inc.</b>		<b>\$382.20</b>
	Liquid Oxygen, Cylinder Rental for September	
<b>National Grid</b>		<b>\$4,928.44</b>
	Electric Delivery & Supply (13 Accounts)	
<b>NYS Dept. of Agriculture &amp; Markets</b>		<b>\$15.00</b>
	Weighmaster License for George Lloyd	
<b>NYS Insurance Fund - WC</b>		<b>\$3,581.71</b>
	Monthly Worker's Compensation Premium	
<b>Paychex</b>		<b>\$1,191.89</b>
	Payroll Administration & Fees	
<b>Paychex</b>		<b>\$1,196.39</b>
	Payroll Administration & Fees	
<b>S&amp;B Computer and Office Products, Inc.</b>		<b>\$124.66</b>
	USGS Water, Port Water, & Credits	
<b>Standard Security Life Ins. Co. of NY</b>		<b>\$1,068.94</b>
	DBL & PFL Quarterly Premium	
<b>WEX Inc.</b>		<b>\$205.10</b>
	Fuel for Port Vehicles	
		<b><u>\$131,992.88</u></b>

**Port of Oswego Authority  
Imprest Funds**

October 20 - 24, 2023

W-82

<b>James D. Miner</b>		<b>\$247.32</b>
	CSEA Workboots/Workclothes Reimbursement for 2023	
<b>Business Council of NYS, Inc.</b>		<b>\$408.00</b>
	Invoice for Membership Investment	
<b>Business Council of NYS, Inc.</b>		<b>\$371.93</b>
	Life, AD&D, & LTD Insurance	
<b>C&amp;S Engineers, Inc.</b>		<b>\$7,356.72</b>
	Professional Services - FEMA West & FEMA East Lake Ontario Flooding Damage	
<b>Chirello Advertising</b>		<b>\$2,122.90</b>
	Press Releases, Advertisement in Oswego County Today	
<b>CSEA Employee Benefit Fund</b>		<b>\$1,504.46</b>
	Dental & Vision Insurance	
<b>Glider Oil</b>		<b>\$8,167.19</b>
	Marina Diesel, Marina Gasoline, Port Propane	
<b>LexisNexis</b>		<b>\$200.00</b>
	Legal Information	
<b>Lockwood Septic Service CDS, Inc.</b>		<b>\$150.00</b>
	Septic Pump-out on the Kaho	
<b>Lowe's</b>		<b>\$263.53</b>
	Monthly Credit Card Charges (piping, light bulbs, coupler)	
<b>N.E. Controls, LLC</b>		<b>\$1,166.00</b>
	Field Service - Grain Handling Control System	
<b>Pathfinder Bank - 2024 Chevy P/U</b>		<b>\$833.15</b>
	Vehicle Loan	
<b>Paychex</b>		<b>\$1,021.00</b>
	Payroll Fees & Administration	
<b>Pitney Bowes Purchase Power</b>		<b>\$201.00</b>
	Postage Meter Refill	
<b>Plyler Contracting and Marine Services</b>		<b>\$50.00</b>
	Tow Boat Captain	
<b>S&amp;B Computer and Office Products, Inc.</b>		<b>\$268.83</b>
	Water Cooler Rental, Housekeeping & Office Supplies	
<b>Shark Welding &amp; Repair Service</b>		<b>\$3,700.00</b>
	Dump Pit Adjustment in the Silo	
<b>Taylor Northeast, Inc.</b>		<b>\$4,164.00</b>
	Fork Life Rentals (7 lifts)	

**Port of Oswego Authority  
Imprest Funds**

October 20 - 24, 2023  
W-82

<b>The Main Street America Group</b>		<b>\$149.58</b>
	Vehicle Insurance Adjustment	
<b>Wells Fargo Financial Leasing</b>		<b>\$4,400.00</b>
	Doosan Lease	
<b>Young/Sommer, LLC</b>		<b>\$5,640.00</b>
	Counsel for Dome 4 Development Project	
<b>CSX Transportation</b>		<b>\$300.00</b>
	Railcar Cleaning Charges	
		<b><u>\$42,685.61</u></b>



**Port of Oswego Authority  
Imprest Funds**

October 31, 2023

W-83

<b>A.N. Martin Systems LLC</b>	Installation of Spreader for Grain Silo	<b>\$23,293.05</b>
<b>Avaya Financial Services</b>	Phone Lease	<b>\$2,145.50</b>
<b>Cintas</b>	Work Uniforms & Floor Mats	<b>\$471.96</b>
<b>Computer Outlet North, Inc.</b>	10-Hour Service Agreement & USB Hub	<b>\$1,065.00</b>
<b>CSX Transportation</b>	Demurrage for Railcars	<b>\$675.00</b>
<b>Glider Oil</b>	Port Diesel, Port Propane	<b>\$152.03</b>
<b>GM Financial Leasing</b>	Equinox Lease	<b>\$292.92</b>
<b>Great Lakes Seaway Review</b>	1/2 Page Island Seaway Review Ad	<b>\$775.00</b>
<b>Key Bank - B</b>	Monthly Credit Card Charges	<b>\$2,690.75</b>
<b>LEAF</b>	Copier Lease	<b>\$156.99</b>
<b>Oswego Auto Parts</b>	Oil Filters for the Marina, Spark Plugs, Air Hose, Brake Parts Cleaner, Fuel Filters, Wheel Bearing Assembly, Engine Oil, 3/4" Impact Wrench, Antifreeze, Battery for Plow Truck, Cleaner, Lacquer Thinner, Synthetic Gear Oil, & Core Deposits	<b>\$1,894.98</b>
<b>Physician Care PC</b>	Health Insurance Claim Form for ILA Member	<b>\$84.72</b>
<b>Port City Logistics, Inc.</b>	4 Loads of Limestone Delivered to Marina	<b>\$2,520.00</b>
<b>Rombough Electric Inc.</b>	Silo Repairs	<b>\$4,507.98</b>
<b>S&amp;B Computer and Office Products, Inc.</b>	Household Items & Water Jug Deposit	<b>\$191.62</b>
<b>Spectrum Business (Marina)</b>	Marina Internet	<b>\$119.98</b>
<b>Spectrum Business (Port)</b>	Port Internet & Phone	<b>\$149.97</b>
<b>Taylor Northeast, Inc.</b>	Two Forklift Rentals	<b>\$5,400.00</b>

**Port of Oswego Authority  
Imprest Funds**

October 31, 2023  
W-83

**Whitesboro Plow Shop Inc.**

Installation of 8' Fisher Plow to 2023 Chevy Port Truck

**\$8,000.00**

---

**\$54,587.45**

**Port of Oswego Authority**  
**A/P Aging Summary**  
As of October 31, 2023

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
A.N. Martin Systems LLC	700.00	0.00	0.00	0.00	0.00	0.00	700.00
Aflac	1,085.76	0.00	0.00	0.00	0.00	0.00	1,085.76
AmVet Office Supplies, LLC	127.11	0.00	0.00	0.00	0.00	0.00	127.11
Babcock Highway Supply, Inc.	343.20	0.00	0.00	0.00	0.00	0.00	343.20
Benefit Resource, Inc.	100.00	0.00	0.00	0.00	0.00	0.00	100.00
Bond, Schoeneck & King, PLLC	4,784.83	0.00	0.00	0.00	0.00	0.00	4,784.83
Bousquet Holstein PLLC	12,600.00	0.00	0.00	0.00	0.00	0.00	12,600.00
Burke's Do-it-Best Home Center	186.71	0.00	0.00	0.00	0.00	0.00	186.71
Business Council of NYS, Inc.	0.00	-408.00	0.00	0.00	0.00	0.00	-408.00
Butler Disposal Systems Inc	788.23	0.00	0.00	0.00	0.00	0.00	788.23
C&S Engineers, Inc.	16,956.06	0.00	0.00	0.00	0.00	0.00	16,956.06
Cintas	282.93	0.00	0.00	0.00	0.00	0.00	282.93
CIT Group Inc	2,558.00	0.00	0.00	0.00	0.00	0.00	2,558.00
City of Oswego Water - #006583-000	101.73	0.00	0.00	0.00	0.00	0.00	101.73
City of Oswego Water - 000004-000	961.63	0.00	0.00	0.00	0.00	0.00	961.63
Cooper Electric	701.75	0.00	0.00	0.00	0.00	0.00	701.75
Glider Oil	313.56	0.00	0.00	0.00	0.00	0.00	313.56
LEAF	8,258.53	0.00	0.00	0.00	0.00	0.00	8,258.53
LexisNexis	400.00	0.00	0.00	0.00	0.00	0.00	400.00
MassMutual	335.50	0.00	0.00	0.00	0.00	0.00	335.50
Mikel's Auto Repair & Sales Inc.	0.00	21.00	0.00	0.00	0.00	10.00	31.00
Mohawk Global Logistics Corp	500.00	0.00	0.00	0.00	0.00	0.00	500.00
NaGr #-04008 Security Gate, Entrance Elec	95.86	0.00	0.00	0.00	0.00	0.00	95.86
NaGr #-05002 Gas & Elec New Garage	426.08	0.00	0.00	0.00	0.00	0.00	426.08
NaGr #-09104 Lighting-1 Gate, 1 NE Corner	108.72	0.00	0.00	0.00	0.00	0.00	108.72
NaGr #-10106 Electric - Barrel Bldg.	20.40	0.00	0.00	0.00	0.00	0.00	20.40
NaGr #-32051 Storage (Silo & Barrel Bldg)	2,377.44	0.00	0.00	0.00	0.00	0.00	2,377.44
NaGr #-38107 Gas Museum	69.12	0.00	0.00	0.00	0.00	0.00	69.12
NaGr #-38118 Marina - Unit B	214.20	0.00	0.00	0.00	0.00	0.00	214.20
NaGr #-39107 F&W	642.49	0.00	0.00	0.00	0.00	0.00	642.49
NaGr #-40109 Electric Derrick	24.30	0.00	0.00	0.00	0.00	0.00	24.30
NaGr #-40127 11 Lake St Gas & Elec.	47.08	0.00	0.00	0.00	0.00	0.00	47.08
NaGr #-41109 Electric Museum	307.80	0.00	0.00	0.00	0.00	0.00	307.80
NaGr #-47025 Marina - Pier B	62.36	0.00	0.00	0.00	0.00	0.00	62.36
NaGr #-74022 Vinegar Hill	20.40	0.00	0.00	0.00	0.00	0.00	20.40
NaGr #-83002 - 22 Mercer - Security Pole	24.63	0.00	0.00	0.00	0.00	0.00	24.63
NaGr #-91027 Marina - Pier A	395.90	0.00	0.00	0.00	0.00	0.00	395.90
Rental Warehouse, Inc.	3,246.04	0.00	0.00	0.00	0.00	0.00	3,246.04
S&B Computer and Office Products, Inc.	847.75	0.00	0.00	0.00	0.00	0.00	847.75
Shark Welding & Repair Service	5,200.00	0.00	0.00	0.00	0.00	0.00	5,200.00
Sprague Operating Resources LLC	3.68	0.00	0.00	0.00	0.00	0.00	3.68
Steel Sales Inc.	1,525.52	0.00	0.00	0.00	0.00	0.00	1,525.52
Taylor Northeast, Inc.	215.13	0.00	0.00	0.00	0.00	0.00	215.13
Thompson & Johnson Equipment Co., Inc.	1,196.00	0.00	0.00	0.00	0.00	0.00	1,196.00
Tractor Supply Credit Plan	32.99	0.00	0.00	0.00	0.00	0.00	32.99
WD Malone	109,897.17	0.00	0.00	0.00	0.00	0.00	109,897.17
WellNow Urgent Care PC	254.52	0.00	0.00	0.00	0.00	0.00	254.52
Wells Fargo Financial Leasing	4,400.00	0.00	0.00	0.00	0.00	0.00	4,400.00
WEX Inc.	261.99	0.00	0.00	0.00	0.00	0.00	261.99
<b>TOTAL</b>	<b>184,003.10</b>	<b>-387.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10.00</b>	<b>183,626.10</b>

**Port of Oswego Authority**  
**A/R Aging Summary**  
 As of October 31, 2023

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
*Transient	0.00	0.00	648.00	0.00	0.00	978.62 <sup>1</sup>	1,626.62
Bidco Marine Group, LLC	3,190.00	0.00	0.00	0.00	0.00	0.00	3,190.00
Boat U.S.	0.00	0.00	0.00	0.00	2,106.00 <sup>2</sup>	0.00	2,106.00
Dean Marine & Excavating, Inc	14,347.00	0.00	0.00	0.00	0.00	0.00	14,347.00
Fracht FWO Inc.	0.00	0.00	150.00	0.00	0.00	0.00	150.00
General Services Admin.	8,853.80	0.00	0.00	0.00	0.00	0.00	8,853.80
Glencore LTD.	0.00	13,446.52	0.00	0.00	0.00	0.00	13,446.52
Goldman Sachs & Co	4,622.27	22,266.90	0.00	0.00	0.00	0.00	26,889.17
Heidelberg Materials (Lehigh)	4,531.98	4,255.32	0.00	0.00	0.00	0.00	8,787.30
IXM Trading LLC/Louis Dreyfus Co.	13,989.96	0.00	0.00	0.00	0.00	0.00	13,989.96
J & A Mechanical Contractors, Inc.	1,531.68	0.00	0.00	0.00	0.00	0.00	1,531.68
Kerr, James	0.00	0.00	0.00	0.00	0.00	1,894.78 <sup>3</sup>	1,894.78
Manning, Greg	0.00	0.00	312.00	0.00	0.00	0.00	312.00
Marubeni America Corp.	35,694.05	0.00	0.00	0.00	0.00	0.00	35,694.05
McKeil Marine	2,189.34	1,450.00	7,609.34	0.00	0.00	0.00	11,248.68
Mercuria Energy America, LLC	0.00	0.00	0.00	0.00	0.00	20.86 <sup>4</sup>	20.86
Novelis-Oswego	0.00	2,199.83	0.00	0.00	0.00	0.00	2,199.83
Novelis-special	5,215.00	0.00	0.00	0.00	0.00	0.00	5,215.00
Nutrien Ag Solutions - CPS	11,933.71	0.00	0.00	0.00	0.00	0.00	11,933.71
Oswego Expeditions/Destination Expedi...	0.00	0.00	0.00	300.00 <sup>5</sup>	0.00	0.00	300.00
Oswego Yacht Club	0.00	281.44	0.00	0.00	0.00	0.00	281.44
Rio Tinto Alcan, Inc	146.61	146.61	146.61	146.61	0.00	733.05	1,319.49 <sup>6</sup>
Ryan, Patrick	0.00	0.00	0.00	540.00 <sup>7</sup>	0.00	0.00	540.00
Shark-Attach, LLC	0.00	425.00	0.00	0.00	0.00	0.00	425.00
The Andersons Inc	3,329.70	0.00	0.00	0.00	0.00	0.00	3,329.70
WT Terminal Oswego, LLC	7,742.21	0.00	0.00	0.00	0.00	0.00	7,742.21
<b>TOTAL</b>	<b>117,317.31</b>	<b>44,471.62</b>	<b>8,865.95</b>	<b>986.61</b>	<b>2,106.00</b>	<b>3,627.31</b>	<b>177,374.80</b>

1. Tammy sent new invoice. Following up on payments.
2. Contacted insurance company after resending information. Awaiting response.
3. He's making payments
4. Should be paid with new bill currently being generated.
5. Received 11/16/23
6. Pam has forwarded invoices again and is awaiting response from Rio Tinto
7. Received 11/17/2023

**Port of Oswego Authority**  
**Loan Summary**  
as of October 31, 2023

<u>Name</u>	<u>Loan Balance</u>	<u>Available</u>	<u>Rate</u>
NYS first advances	\$ 3,455,925.71	\$ -	0.00%
Pathfinder Bank - LOC	\$ -	\$ 500,000.00	7.50%
Pathfinder Bank - LOC FEMA/REDI	\$ -	\$ 1,400,000.00	7.50%
Note Payable - SANY Forklift	\$ 453,333.89	\$ -	7.75%
Note Payable - 2024 Chevy Silverado	\$ 47,807.54	\$ -	6.88%

**Port of Oswego Authority**  
**Schedule of Assets**  
 As of October 31, 2023

	<u>Cost</u>	<u>Accum. Depr.</u>	<u>Net Book Value</u>
<b>Fixed Assets</b>			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	-8,048,916.11	6,025,911.64
1502050 · Land & Land Impr-Held for Lease	1,537,131.13	-96,532.00	1,440,599.13
1502100 · Alcan Water Line	1.00	0.00	1.00
1502300 · Bldgs & Improvem-Capital Assets	8,516,661.43	-6,722,169.54	1,794,491.89
1502350 · Bldgs & Improvem-Held for Lease	4,043,402.88	-2,331,837.00	1,711,565.88
1502400 · Office Equipment & Furniture	473,841.90	-462,481.46	11,360.44
1502500 · Operating Equipment	3,695,220.62	-2,554,080.33	1,141,140.29
1502501 · Equipment - Marina	299,821.60	-239,567.00	60,254.60
1502550 · Lease Assets	434,701.63	-158,555.00	276,146.63
1502600 · Computer Software	32,872.24	-32,872.24	0.00
<b>Total Fixed Assets</b>	<b>33,108,482.18</b>	<b>-20,647,010.68</b>	<b>12,461,471.50</b>

Port of Oswego Authority  
YTD Sales Report  
April through October 2023

Income	Apr - Oct 23	%	Apr - Oct 22	%	\$ Change
<b>4000000 · Storage</b>					
4000100 · Storage - Novells	5,000.00	0.20%	0.00	0.00%	5,000.00
4002800 · Storage - Marubeni	14,482.17	0.58%	20,578.34	0.37%	-6,096.17
4002900 · Storage - Glencore	19,207.66	0.77%	0.00	0.00%	19,207.66
4003000 · Storage - Goldman Sachs	8,058.38	0.32%	9,895.27	0.18%	-1,836.89
4003400 · Storage - Mercuria	10.43	0.00%	23,440.17	0.42%	-23,429.74
4003500 · Storage - Mitsubishi	155.89	0.01%	3,631.79	0.06%	-3,475.90
4003600 · Storage - The Andersons	57,680.00	2.30%	64,530.79	1.15%	-6,850.79
4003700 · Storage - Hammermill Site	0.00	0.00%	58,800.00	1.05%	-58,800.00
4003800 · Storage - Alcoa	0.00	0.00%	5,215.55	0.09%	-5,215.55
4003900 · Storage - Kuehne & Nagel	290.05	0.01%	2,504.90	0.04%	-2,214.85
4005000 · Storage - Miscellaneous	12,076.27	0.48%	3,550.00	0.06%	8,526.27
4008100 · Storage - IXM	12,285.71	0.49%	22,767.58	0.41%	-10,481.87
4009000 · Storage - Concord Resources Ltd	0.00	0.00%	4.05	0.00%	-4.05
<b>Total 4000000 · Storage</b>	<b>129,246.56</b>	<b>5.15%</b>	<b>214,918.44</b>	<b>3.83%</b>	<b>-85,671.88</b>
<b>4100000 · Dockage</b>					
4100100 · Dockage - Algoma Central	7,543.38	0.30%	0.00	0.00%	7,543.38
4100200 · Dockage - Lehigh (Heidelberg)	16,586.88	0.66%	18,839.04	0.34%	-2,252.16
4102200 · Dockage - New England Steamship	20,210.68	0.80%	112,439.15	2.00%	-92,228.47
4102700 · Dockage - McKeil Marine	16,286.04	0.65%	16,586.04	0.30%	-300.00
4102900 · Dockage - WT Terminal	2,930.40	0.12%	2,282.28	0.04%	648.12
4103000 · Dockage - Alcoa	0.00	0.00%	7,057.36	0.13%	-7,057.36
4105000 · Dockage - Miscellaneous	3,725.00	0.15%	22,500.00	0.40%	-18,775.00
<b>Total 4100000 · Dockage</b>	<b>67,282.38</b>	<b>2.68%</b>	<b>179,703.87</b>	<b>3.20%</b>	<b>-112,421.49</b>
<b>4200000 · Wharfage</b>					
4200100 · Wharfage - Nutrien Ag	13,136.76	0.52%	7,188.59	0.13%	5,948.17
4200200 · Wharfage - Lehigh (Heidelberg)	41,742.17	1.66%	40,796.66	0.73%	945.51
4201000 · Wharfage - Kuehne & Nagel	0.00	0.00%	9,987.94	0.18%	-9,987.94
4202500 · Wharfage - Marubeni	23,760.91	0.95%	24,828.01	0.44%	-1,067.10
4202700 · Wharfage - Glencore	20,842.04	0.83%	0.00	0.00%	20,842.04
4203100 · Wharfage - Goldman Sachs	13,201.28	0.53%	2,698.94	0.05%	10,502.34
4203300 · Wharfage - IXM	16,674.72	0.66%	4,049.05	0.07%	12,625.67
4203500 · Wharfage - Mercuria	0.00	0.00%	37,777.84	0.67%	-37,777.84
4203600 · Wharfage - WT Terminal Oswego	4,311.56	0.17%	3,823.34	0.07%	488.22
4203700 · Wharfage - Alcoa	0.00	0.00%	12,417.98	0.22%	-12,417.98
4203800 · Wharfage - GE	0.00	0.00%	15,370.37	0.27%	-15,370.37
4205600 · Wharfage - Andersons	0.00	0.00%	12,830.57	0.23%	-12,830.57
4205700 · Wharfage - Mitsubishi	0.00	0.00%	11,065.62	0.20%	-11,065.62
<b>Total 4200000 · Wharfage</b>	<b>133,669.44</b>	<b>5.32%</b>	<b>182,834.91</b>	<b>3.26%</b>	<b>-49,165.47</b>
<b>4300000 · Loading and Unloading</b>					
4300200 · Loading and Un - Nutrien Ag	44,393.38	1.77%	20,475.88		23,917.50
4304300 · Loading and Un - Vestas	0.00	0.00%	371,799.94	6.62%	-371,799.94
4304900 · Loading and Un - Glencore	32,218.48	1.28%	0.00	0.00%	32,218.48
4305000 · Loading and Un - Miscellaneous	1,560.00	0.06%	0.00	0.00%	1,560.00
4305100 · Loading and Un - Marubeni	58,716.34	2.34%	59,125.39	1.05%	-409.05
4305400 · Loading and Un - Goldman Sachs	44,404.59	1.77%	7,765.46	0.14%	36,639.13
4305700 · Loading and Un - IXM	25,712.60	1.02%	18,424.05	0.33%	7,288.55
4305800 · Loading and Un - Mercuria	0.00	0.00%	97,415.38	1.74%	-97,415.38
4305900 · Loading and Un - Mitsubishi	911.07	0.04%	25,472.01	0.45%	-24,560.94
4306000 · Loading and Un - GE	0.00	0.00%	126,723.68	2.26%	-126,723.68
4306100 · Loading and Un - Anderson	40,141.10	1.60%	152,251.02	2.71%	-112,109.92

Port of Oswego Authority  
YTD Sales Report  
April through October 2023

Income	Apr - Oct 23	%	Apr - Oct 22	%	\$ Change
4306300 · Loading and Un - Kuehne&Nagel	6,765.00	0.27%	180,725.79	3.22%	-173,960.79
4306400 · Loading and Un - Spillethoff	15,987.53	0.64%	0.00	0.00%	15,987.53
4306500 · Loading and Un - DSV Air & Sea	12,164.47	0.48%	0.00	0.00%	12,164.47
<b>Total 4300000 · Loading and Unloading</b>	<b>282,974.56</b>	<b>11.27%</b>	<b>1,060,178.60</b>	<b>18.88%</b>	<b>-777,204.04</b>
<b>4400000 · Rental</b>					
4400200 · Rental - DeLong, Fred	2,625.00	0.10%	2,625.00	0.05%	0.00
4400300 · Rental - Novelis	14,850.22	0.59%	15,153.81	0.27%	-303.59
4400500 · Rental - General Svces Admin	61,976.60	2.47%	60,634.91	1.08%	1,341.69
4400600 · Rental - Lehigh (Heidelberg)	40,978.32	1.63%	41,112.26	0.73%	-133.94
4402400 · Rental - Vinegar Hill, LLC	9,394.21	0.37%	9,986.69	0.16%	-592.48
4402600 · Rental - Nutrien Ag	52,250.34	2.08%	50,752.38	0.90%	1,497.96
4403100 · Rental - H.Lee White Museum	2,100.00	0.08%	2,100.00	0.04%	0.00
4403300 · Rental - Fitzgibbons site	128,000.00	5.10%	135,000.00	2.40%	-7,000.00
4403400 · Rental - Shark-Attach Office	2,975.00	0.12%	2,975.00	0.05%	0.00
4403500 · Rental - WT Terminal Oswego LLC	43,017.24	1.71%	42,000.00	0.75%	1,017.24
4403600 · Rental - Shop Units (Marina)	700.00	0.03%	600.00	0.01%	100.00
4405000 · Rental - Miscellaneous	700.00	0.03%	66,595.85	1.19%	-65,895.85
<b>Total 4400000 · Rental</b>	<b>359,566.93</b>	<b>14.32%</b>	<b>429,535.90</b>	<b>7.65%</b>	<b>-69,968.97</b>
<b>4500000 · Misc Income</b>					
4500100 · Misc Income - Weighing Trucks	0.00	0.00%	54.00	0.00%	-54.00
4500200 · Misc Income - Novelis	0.00	0.00%	9,620.00	0.17%	-9,620.00
4501700 · Misc Income - Finance Charges	0.00	0.00%	133.40	0.00%	-133.40
4501900 · Misc Income - Demurrage reimbur	1,050.00	0.04%	0.00	0.00%	1,050.00
4502000 · Misc Income - Labor	83,980.35	3.34%	87,430.00	1.56%	-3,449.65
4502100 · Misc Income - Oversized cargo	0.00	0.00%	18,000.00	0.32%	-18,000.00
4504900 · Misc Income - Metered Water	188.92	0.01%	609.81	0.01%	-420.89
4505000 · Misc Income - Other	54,307.64	2.16%	783,824.26	13.96%	-729,516.62
4505400 · Misc Income - Security East	40,243.82	1.60%	133,988.92	2.39%	-93,745.10
4505600 · Misc Income - BIDCO	1,890.00	0.08%	0.00	0.00%	1,890.00
<b>Total 4500000 · Misc Income</b>	<b>181,660.73</b>	<b>7.24%</b>	<b>1,033,660.39</b>	<b>18.41%</b>	<b>-851,999.66</b>
<b>4600000 · Stevedoring</b>					
4601200 · Stevedoring - New Eng Steamship	15,000.00	0.60%	32,500.00	0.58%	-17,500.00
4601800 · Stevedoring - Marubeni	209,769.17	8.35%	221,819.57	3.95%	-12,050.40
4601900 · Stevedoring - Glencore	185,829.97	7.40%	0.00	0.00%	185,829.97
4602400 · Stevedoring - Goldman Sachs	123,465.23	4.92%	25,389.99	0.45%	98,075.24
4602500 · Stevedoring - IXM	150,353.52	5.99%	38,091.10	0.68%	112,262.42
4602600 · Stevedoring - McKeil Marine	4,675.00	0.19%	4,665.00	0.08%	10.00
4602700 · Stevedoring - Mercuria	0.00	0.00%	342,450.86	6.10%	-342,450.86
4602800 · Stevedoring - Mitsubishi	0.00	0.00%	104,098.82	1.85%	-104,098.82
4602900 · Stevedoring - Alcoa	0.00	0.00%	92,740.00	1.65%	-92,740.00
4603000 · Stevedoring - Kuehne&Nagel	0.00	0.00%	285,339.66	5.08%	-285,339.66
4605000 · Stevedoring - Miscellaneous	4,742.89	0.19%	0.00	0.00%	4,742.89
4605400 · Stevedoring - Vestas	0.00	0.00%	294,498.83	5.25%	-294,498.83
4605900 · Stevedoring - GE	0.00	0.00%	21,011.73	0.37%	-21,011.73
4606000 · Stevedoring - Ashton Marine	0.00	0.00%	2,500.00	0.04%	-2,500.00
<b>Total 4600000 · Stevedoring</b>	<b>693,835.78</b>	<b>27.63%</b>	<b>1,465,105.56</b>	<b>26.10%</b>	<b>-771,269.78</b>
<b>4750000 · Profit Share</b>					
4751000 · Profit Share - Castalooop	0.00	0.00%	200,000.00	3.56%	-200,000.00
<b>Total 4750000 · Profit Share</b>	<b>0.00</b>	<b>0.00%</b>	<b>200,000.00</b>	<b>3.56%</b>	<b>-200,000.00</b>
<b>4800000 · Marina Income</b>	<b>662,500.26</b>	<b>26.39%</b>	<b>848,567.15</b>	<b>15.11%</b>	<b>-186,066.89</b>
<b>Total Income</b>	<b>2,510,736.64</b>	<b>100.00%</b>	<b>5,614,504.82</b>	<b>100.00%</b>	<b>-3,103,768.18</b>



# Exhibit D

## SERVICES AGREEMENT

This Services (“Agreement”) is made this 20<sup>th</sup> day of November, 2023 [between the Port of Oswego Authority, a public authority created under the New York Public Authorities Law with a principal office located at One East Second Street, Oswego, New York 13126 (“Port”) and LOGISTEC USA Inc., a Delaware corporation with a principal office located at 2001 East McComas Street, Baltimore, Maryland (MD), 21230 (“LOGISTEC”).

### RECITALS

1. The Port is the first U.S. deep-water port located on the Great Lakes from the St. Lawrence Seaway. LOGISTEC provides stevedoring, cargo handling, consulting and marketing services.
2. LOGISTEC has proposed a cargo marketing plan for the Port. LOGISTEC’s plan includes promoting cargo flow from its regional and international clients.
3. The Port desires to hire LOGISTEC for cargo handling, consulting and client referral services. LOGISTEC agrees to provide such services and to be compensated for same in accordance with this Agreement.

### AGREEMENT

In consideration of the mutual covenants below, the parties agree as follows:

1. Scope of Services. LOGISTEC will provide the Port with the services set forth on Schedule A (the “Services”) Upon request from the Port, LOGISTEC shall promptly provide a status report of its current referral efforts to perform the Services.
2. Term. The term of this Agreement shall be for a period of five (5) years, unless terminated earlier in accordance with Paragraph 8 herein and provided that the contingency set forth in Paragraph 3 herein is satisfied (the “Term”). This Agreement shall be automatically renewed for successive one (1) year(s) terms unless one party advises the other party of its election not to renew by written notice at least thirty (30) calendar days prior to the expiration of the initial term or any renewal term thereafter.
3. Confidentiality. This Agreement is contingent upon the parties entering into a Confidentiality and Non-Disclosure Agreement, the form of which is set forth in Schedule B. This Agreement shall have no effect until the Confidentiality and Non-Disclosure Agreement is fully executed by the parties. Upon execution of the Confidentiality and Non-Disclosure Agreement, the terms of such agreement shall be incorporated herein by reference.

4. Initial Services Retainer. There shall be no retainer required under this Agreement.
5. LOGISTEC's Compensation for Services.

a. Customary Port Charge Definitions. "Customary Port Charges" shall mean the regular and customary charges that the Port charges to its clients for dockage, security, equipment rental (other than equipment rented or leased to perform stevedoring operations), electrical charges, wharfage and other shipping fees. "The Port's Operating Expenses" shall mean the Port's labor, electrical costs, security, equipment operating expenses, insurance, property carrying expenses and other related expenses incurred by the Port (other than Customary Port Charges) in its customary handling of cargo.

b. Customary Port Charges. Customary Port Charges will be retained by the Port under all circumstances and will not be allocated, in any manner, to LOGISTEC. LOGISTEC acknowledges and agrees that it will not receive, and is not entitled to, any portion of the Customary Port Charges. The Port shall be responsible for invoicing its own Customary Port Charges to the client.

c. LOGISTEC's Compensation for New Cargo Revenue. For all short term and project cargo booked as a direct result of LOGISTEC marketing activities (quoting, meeting, networking, etc.) and/or where the Port requests LOGISTEC'S operational expertise and assistance (each, a "Supported Client"), Logistec shall be responsible for quoting and invoicing the Supported Client for its desired Scope of Work and work performed. In the event of a dispute as to whether a client is a Supported Client, the parties shall work in good faith to resolve such dispute. A Supported Client shall be a Supported Client only for the work directly resulting from LOGISTEC'S involvement or the Port's request. LOGISTEC shall invoice the Supported Client as per rates quoted for the cargo handling and other related Services. Revenues resulting from the Services provided by LOGISTEC to Supported Clients will be subject to a share of profit split.

d. Share of profit. The Port will be paid by LOGISTEC the Net Profit of the cargo, as defined below, under any contract between LOGISTEC and any Supported Client at the rate of 50% for the first year of such contract; For projects and contracts lasting more than twelve (12) months, the Port will receive 55% of profits generated after the twelfth month, unless otherwise agreed in writing by the Parties

e. Net Profit Defined. Net profit on cargo under each contract shall be calculated by LOGISTEC after deducting Operating Expenses, and each party's admin fee (which shall not exceed 8%, unless mutually agreed by the parties (the "Net Profit"). The parties shall determine which cargo, if any, originates directly and exclusively from LOGISTEC's Services.

f. LOGISTEC's Expenses. Except as otherwise provided in this Agreement, LOGISTEC is responsible for all of its marketing expenses relating to its Services and shall not be entitled to reimbursement from the Port for any such expenses. Other direct or indirect Project-related operating expenses including but not limited to: onsite supervisor, project manager, subcontractors, equipment, travel, etc. shall be mutually agreed in advance, or excluded from the Net Profit calculation.

6. Payment and Taxes.

a. LOGISTEC will invoice Supported Clients for the project charges hereunder, and is solely responsible for all aspects of Supported Client billing. The Port shall invoice LOGISTEC for the Port's Operating Expenses related to the Project set forth in Paragraph 5. Within thirty (30) days following receipt of a Supported Client's payment relating to the cargo for which LOGISTEC provided Services, LOGISTEC shall provide the Port with the Share of Profit details related to the given project. The Port shall then confirm the amounts are correct and issue a Share of Profit Invoice to LOGISTEC. LOGISTEC shall then pay the Port all Net Profit sharing amounts owed, without deduction or offset. It is agreed by the Parties that the Port shall be responsible for invoicing its own Customary Port charges to the right party (berthing, linesmen, other agency related fees, etc.), unless otherwise agreed in writing by the Parties.

b. In the event that there is a dispute regarding the compensation due to the Port, the Port shall notify LOGISTEC in writing (along with substantiating documentation and a reasonably detailed description of the dispute, including any disputed amounts) of any disputed payment within thirty (30) days of its receipt of the disputed payment and the parties shall promptly take appropriate measures to initiate resolution of any dispute(s) over such amounts within thirty (30) days of giving notice to LOGISTEC. While the resolution to such dispute is pending in good faith, LOGISTEC will not be considered in breach or default of this Agreement as a result of failure to pay any disputed amounts. The Parties will review the dispute documentation and will work in good faith towards a mutual agreement regarding the dispute. LOGISTEC is solely responsible for paying all foreign, federal, state and local taxes that may be required in connection with the amounts paid under this Agreement.

7. Records. LOGISTEC agrees and acknowledges to keep all records, documents, files and other information related to the Services, including those created by LOGISTEC during the performance of this Agreement accessible to the Port. Any such records, documents, files and other information related to the Services shall be provided to the Port promptly upon the Port's request. A share of profit file summarizing project progress, revenues and expenses shall be made available to the Port at all times by LOGISTEC. No more than one (1) time per calendar year, the Port shall have the right to audit LOGISTEC'S records relating to this Agreement, at the Port's own expense; provided that if such audit reveals an underpayment to the Port of any amounts (i) LOGISTEC shall promptly pay such amounts to the Port, with interest at an annual rate of ten percent (10%) and (ii) if the underpayment is more than two percent (2%) of the amounts owing the Port, LOGISTEC shall reimburse the Port the cost of its audit, and the Port may conduct another audit, annually, at LOGISTEC'S expense.

8. Termination.

a. Termination. At any time, this Agreement may be terminated by either party upon 90 days' written notification to the other party.

b. Effect of Termination. Upon termination of this Agreement, the Port shall be responsible for entering into a contract agreement with the Supported Clients and conduct all billing related to Supported Clients. LOGISTEC shall not be entitled to any shares of profit for services rendered after termination date.

9. Indemnification. LOGISTEC shall defend and indemnify the Port and its employees, officers, directors, agents, successors and assigns from and against any and all actual, out-of-pocket expenses relating to claims, demands, actions, liabilities, damages, fines, penalties, assessments, levies, costs, surcharges and reasonable attorneys' fees (including in enforcing this indemnity) (the "Claims") arising from, in connection with, and/or resulting from: (i) any loss of or damage to the Port caused by any negligent act, omission, or misrepresentation of LOGISTEC; (ii) LOGISTEC's material breach of any provision, obligation, warranty and/or representation in this Agreement; and/or (iii) LOGISTEC's gross negligence or willful misconduct.

10. Indemnification. The Port shall defend and indemnify LOGISTEC and its employees, officers, directors, agents, successors and assigns from and against any and all Claims arising from, in connection with, and/or resulting from: (i) any loss of or damage to LOGISTEC caused by any negligent act, omission, or misrepresentation of the Port; (ii) the Port's material breach of any provision, obligation, warranty and/or representation in this Agreement; and/or (iii) the Port's gross negligence or willful misconduct.

11. Limitation on Damages. In no event shall either party be liable to the other for incidental, consequential or similar damages, unless such damages are indemnifiable as payable to a third party.

12. Independent Contractor Status.

a. Status. It is agreed that LOGISTEC, in performing the responsibilities under this Agreement, is acting as an independent contractor for all purposes. LOGISTEC will not be provided with an office, does not have set hours and will not be provided with any equipment to perform the Services unless otherwise agreed to in writing.

b. No Employment or Agency. In no event will LOGISTEC be deemed to be an employee or an agent of the Port for any purpose including, but not limited to, workers' compensation, employee benefits, expense reimbursement, vicarious liability, professional liability coverage or indemnification. LOGISTEC shall be solely responsible for the wages, benefits and claims of its employees and agents. No provision of this Agreement confers authority upon either party to act as the agent of the other.

c. No Control of Methods. The Port shall not have or exercise any control or direction over the manner, mode, method or means by which LOGISTEC performs the marketing services covered by this Agreement, except to the extent specifically set forth in this Agreement and provided that LOGISTEC performs the services in a timely and commercially reasonable manner.

d. Exclusivity. During the Term of this Agreement, LOGISTEC may provide other services to other clients, provided that those services do not: (i) interfere with the performance of the Services under this Agreement; (ii) are not adverse to the interests of the Port in the Port's reasonable determination; and (iii) do not reveal or make use of any confidential or proprietary information obtained in the course of performing services for the Port. Notwithstanding the foregoing, during the Term of this Agreement, LOGISTEC shall not provide services that are the same or similar to the Services provided to the Port under this Agreement to the Port of

Ogdensburg. The parties expressly acknowledge that the foregoing restriction is reasonable in time and scope and that a violation of foregoing covenants would cause irreparable harm to the Port that could not be adequately compensated for by monetary damages. In addition to other relief, it is agreed that temporary and permanent injunctive relief shall be available without the necessity of posting bond to prevent any actual or threatened violation of this Agreement or to enforce this Agreement. In the event that a court of competent jurisdiction determines that any of the foregoing covenants is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

e. No Restrictions. Subject to Paragraph 10(d), neither the Port nor LOGISTEC is restricted with respect to the manner in which they may respectively perform services outside the scope of this Agreement.

13. Control of the Port. The Port will maintain, at all times, final and exclusive authority, acting reasonably, over all marketing, commercial and operational decisions related directly or indirectly to the Port of Oswego. The Port's decisions and actions in this regard shall be binding and final. In the event LOGISTEC takes any action or proposes to take any action that in the Port's sole discretion, acting reasonably, will cause any harm to the Port or its professional reputation, LOGISTEC shall immediately cease all such actions upon written notice from the Port.

14. Governing Law; Disputes. The terms of this Agreement will be construed in accordance with the law of New York State without application of its conflict of law provisions. To the extent any disputes relate to, or arise from this Agreement, before pursuing litigation, the parties hereto agree to submit to mandatory mediation before a mediator chosen by mutual agreement of the parties, to be held in Oswego, New York, at another location agreed to by the parties, or virtually or telephonically. The parties agree to share equally in the costs of the mediation. If, after two (2) days of mediation, the mediation does not result in settlement of the dispute, then any unresolved dispute arising from or relating to this Agreement, the formation, effect, performance, breach, and construction thereof, may be settled by litigation. Any action to enforce this Agreement must be filed in the appropriate court in Oswego or Onondaga Counties, New York, and the parties agree that such court shall be the exclusive venue(s) for the adjudication of any disputes regarding this Agreement. The Parties consent to venue and jurisdiction and waive all questions and defenses of personal jurisdiction, improper venue, or forum non convenient for the purpose of any such action.

15. Integration. This Agreement including the schedules, together with the Confidentiality and Non-Disclosure Agreement, reflect the entire understanding of the parties on the subjects to which they relate, superseding all prior discussions and understandings. The provisions of the agreements may only be modified or waived in a writing signed by both parties.

16. Severability. If any provision of this Agreement is held invalid by a court, the remainder of the Agreement will not be impaired, unless the invalidated provision causes the Agreement to substantially fail in its essential purpose.

17. Contracting Authority. By signing below, the individuals certify that they are corporate agents duly authorized to enter into this Agreement and that their respective corporate entities are duly organized and in good standing under their respective laws, have all requisite

organizational power and authority to enter into this Agreement and perform all contractual obligations under this Agreement.

18. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and as executed shall constitute one agreement. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

19. English Language. The parties agree that this Agreement is drafted in the English language. Each party accepts and approves the English language version of the Agreement signed by both parties as controlling in any dispute between the parties arising from or related to the Agreement.

20. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall not assign this Agreement or the rights, benefits, interests or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

21. Insurance - During the Term and for a period of one (1) year thereafter, LOGISTEC agrees to maintain a Commercial General Liability Policy [claims made?] with respect to the operations at the Port of Oswego, with a liability limit of no less than \$5,000,000 per with financially sound and reputable insurers with at least an "A-" rating by A.M. Best Company.[name the Port as additional insured with respect to operations at the Port of Oswego]

**OSWEGO AUTHORITY**

By: \_\_\_\_\_  
William W. Scriber Executive Director

**LOGISTEC USA INC.**

By: \_\_\_\_\_  
Rodney Corrigan, President

## SCHEDULE A

LOGISTEC shall provide the Port with marketing, operational and project management services and those specific other services requested by the Port, designed to increase cargo flow to the Port. In addition, LOGISTEC will also perform the following specific services:

1. LOGISTEC will advise and report quarterly to the Port on all cargo opportunities quoted by LOGISTEC. When requested, LOGISTEC will share all quotes that are related to the Port with the Port. When requested, LOGISTEC will grant access to the Port for its quotation costs and quotes that are related to the Port.

2. LOGISTEC will provide a quarterly status report of business prospects. This report summary will be shared in condensed format with the Port's Board of Directors.

3. LOGISTEC will confer with the Port on a case by case (client) basis to make certain new leads are not marketed by both the Port and LOGISTEC.

4. The Port shall maintain exclusive priority in terms of calendar operations and land availability. LOGISTEC acknowledges that the Port has exclusive authority and discretion to contract with clients. LOGISTEC will not direct the Port's workforce, but will work through the Port's management for project and cargo direction.

On its part, the Port and LOGISTEC shall collaborate as follows:

1. The Port will supply LOGISTEC with a cost list to be revised annually for all equipment, labor and administration expenses to enable LOGISTEC to establish commercial quotes and operational costs. Pricing changes will be forwarded to LOGISTEC as soon as practicable.

2. Whenever LOGISTEC is contacted by a potential customer about utilizing the Port of Oswego, they shall advise the Port Authority and mutually agree as to if the business opportunity is worth quoting on. The Port shall supply LOGISTEC with a full, active prospect list of corporations and projects it has actively solicited or is currently servicing. This active prospect list will be considered previous business, and will not be available to LOGISTEC to market, unless otherwise specifically agreed by the Port, and LOGISTEC shall not receive any compensation for such previous business, unless mutually agreed by the parties.



**SCHEDULE B**  
**MUTUAL CONFIDENTIALITY AGREEMENT**

This Mutual Confidentiality Agreement (the "Agreement"), made this 20th day of November, 2023 (the "Effective Date"), is by and between LOGISTEC USA, Inc. ("LOGISTEC") and Port of Oswego Authority (the "Port"). The Port and LOGISTEC shall be defined individually as a "Party" and collectively as the "Parties".

- A. The Parties have entered a Services Agreement dated November 25th, 2023 (the "Services Agreement") whereby LOGISTEC shall provide certain services to the Port at the Port of Oswego, NY (the "Project").
- B. In connection with the Project, certain confidential and proprietary information may be disclosed by each Party (the "Disclosing Party") to the other Party (the "Recipient") in order for the Parties to participate in the Project.
- C. The Parties desire to establish the terms under which each will disclose certain confidential and proprietary information.

The Parties agree as follows:

- 1. **Confidential Information.** Confidential Information shall mean any business, marketing, technical, scientific or other information which, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. For sake of clarity and avoidance of doubt, Confidential Information shall include information disclosed by the Disclosing Party prior to and after the Effective Date.
- 2. **Confidentiality Obligations.** Except as expressly authorized by prior written consent of the Disclosing Party, the Recipient shall:
  - (a) limit access to any Confidential Information received by it to its affiliates and their respective directors, officers, employees, advisors and financing sources (collectively, the "Representatives") who have a need-to-know in connection with the Project, and only for use in connection therewith;
  - (b) advise its Representatives having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in the Agreement;
  - (c) take appropriate action by instruction or agreement with its Representatives having access to the Confidential Information to fulfill its obligations under the Agreement;
  - (d) safeguard all Confidential Information received by it using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material;
  - (e) use all Confidential Information received by it solely for purposes of the Project, for no other purpose whatsoever and not in a manner detrimental to the Disclosing Party;
  - (f) be responsible for any breach of the Agreement by any of its Representatives; any breach of the Agreement by the Representatives shall be deemed a breach by the Receiving Party, with

the Receiving Party being liable with respect to such breach as if the Receiving Party had itself breached the Agreement;

- (g) not disclose any Confidential Information received by it to any third party; and
- (h) not disclose the fact that discussions relating to the Project are taking place between the Parties to any third party.

Upon the request of the Disclosing Party, the Recipient shall use reasonable efforts to destroy all Confidential Information and all memoranda, notes, records, drawings, manuals, records, and other documents or materials (and all copies of same, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) pertaining to or including the Confidential Information, provided that the Recipient shall be able to retain one copy or extract of the Confidential Information if required by law or regulation or in accordance with its internal audit or compliance requirements, or pursuant to its automatic computer archiving and back-up procedures. All copies or extracts of Confidential Information not destroyed shall however remain confidential and be treated accordingly by the Recipient as per the terms herein.

3. Exceptions to Confidentiality.

- (a) The obligations of confidentiality and restriction on use in Section 2 shall not apply to any Confidential Information which the Recipient can establish through documentary evidence satisfactory to the Disclosing Party:
  - (i) was in the public domain prior to the date of the Agreement or subsequently came into the public domain through no fault of the Recipient; or
  - (ii) was lawfully received by the Recipient from a third party free of any known obligation of confidence to such third party; or
  - (iii) was already in the possession of the Recipient prior to the receipt thereof, directly or indirectly, from the Disclosing Party; or
  - (iv) is subsequently and independently developed by any of the Recipient's Representatives without reference to the Confidential Information disclosed under the Agreement.
- (b) In addition to the obligations of confidentiality and restrictions on use shall not prevent the disclosure of Confidential Information in the circumstances and to the extent such disclosure:
  - (i) is required in a judicial or administrative proceeding after giving the Disclosing Party (to the extent legally permitted) as much advance notice of the possibility of such disclosure as practical so that the Disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or
  - (ii) is in accordance with the prior written approval of the Disclosing Party.

4. Rights in Confidential Information. Except as specifically provided for herein, the Agreement does not confer any right, license, interest or title in, to or under the Confidential Information to the Recipient. Except as specifically provided for herein, no license is hereby granted to the Recipient, by the estoppel or otherwise under any patent, trademark, copyright, trade secret or other proprietary

rights of the Disclosing Party. Title to the Confidential Information shall remain solely in the Disclosing Party.

5. Equitable Relief; Recovery. The Parties agree that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of the Agreement. Accordingly, in addition to all other remedies that either Party may have, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of the confidentiality and other obligations of the Agreement. Each Party further agrees to waive any requirement for a bond in connection with any such injunctive or other equitable relief. Further, in the event of unauthorized use or disclosure of any Confidential Information, the Receiving Party of such information shall use its commercially reasonable best efforts to recover such Confidential Information and prevents its further use or dissemination.
6. Term. The Agreement shall come into force on the first day that the Recipient has access to the Confidential Information. All obligations under the Agreement shall terminate two (2) years from the date of termination or expiration of the Services Agreement. Provided, however, the obligations hereunder shall apply to any trade secrets until such Confidential Information ceases to be a trade secret.
7. No Obligation. Neither the Agreement nor the disclosure by either Party of the Confidential Information or other information to the other shall result in any obligation on the part of either Party to enter into any further agreement with the other with respect to the subject matter hereof or otherwise, to purchase any products or services from the other or to require either Party to disclose any particular information to the other, except as set forth in the Services Agreement. Nothing in the Agreement shall imply any partnership or joint venture between the Parties or be construed as making either Party the agent of the other.
8. No Press Release. In no event shall either Party issue a press release or make any statement to the general public concerning the subject matter hereof without the express prior written consent of the other Party. This provision shall apply whether or not the potential business transaction discussed between the Parties is consummated.
9. Securities Laws. The Recipient acknowledges that securities laws prohibit any person who has material non-public information about a public company from purchasing or selling securities of such company, or from communicating such information to any other person when it is reasonably foreseeable that such person is likely to purchase or sell such securities.
10. Entire Agreement. The Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto.
11. Governing Law. The Agreement and performance thereunder shall be governed by the laws of the State of New York.
12. Validity. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of the Agreement in electronically in legible form, including in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first written above.

**LOGISTEC USA, INC.**

---

Rodney Corrigan, duly authorized

**PORT OF OSWEGO AUTHORITY**

---

William W. Scriber, duly authorized