

PORT OF OSWEGO
AUTHORITY



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

Wednesday, June 26, 2024

4:30 PM Meeting

- 1. Call to Order**
- 2. Motion 06-26-2401: To move to executive session to review 2023-2024 annual audit.**
- 3. Motion 06-26-2402: To resume regular session.**
- 4. Motion 06-26-2403: To approve the Minutes of the 05-20-2024 regular monthly meeting (Exhibit A).**
- 5. Administrative Operational Report: (Exhibit B)**
- 6. Administrative Financial Reports: (A) Primary and (B) Subsidiary**
Motion 06-26-2404: To accept May's Primary Financial Reports and Subsidiary Financial Reports.
 - A. Primary Financial Reports: (Exhibit C-1)**
 - Cash Position
 - Balance Sheet
 - Profit & Loss Statement
 - Marina Profit & Loss Statement
 - B. Subsidiary Financial Reports: (Exhibit C-2)**
 - Monthly Bills
 - Accounts Payable
 - Accounts Receivable
 - Loan Summary
 - Schedule of Assets
 - Sales Report
- 7. Chairman's Report**
- 8. Committee Reports**
 - a. Executive Committee**
 - b. Audit and Finance Committee**
 - c. Governance Committee**
 - d. Planning and Development Committee**

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.

9. Old Business

10. New Business

- **Motion 06-26-2405**: To review and approve the New York State Department of Transportation (NYSDOT) for the 2023 Passenger and Freight Rail Assistance Program, Comptroller Contract #DR39107, Project Identification #3935.88.301, which the board hereby approves and agrees to first instance of the project funds and adhere to the terms of the agreement, and to authorize the Executive Director to sign and complete any and all paperwork and administer the grant (Exhibit D).
- **Motion 06-26-2406**: To accept the 2023-2024 audited financial statements as presented by Bowers CPA's and Advisors, and recommended by the Audit and Finance Committee.
- **Motion 06-26-2407**: To review and approve the contract with The Delong Co., Inc. and to authorize the Executive Director to sign and complete any and all paperwork, and to administer the contract (Exhibit E).
- **Oswego Yacht Club request for free dockage for one (1) slip at Goble Marina (Exhibit F).**

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

Motion 06-26-240 : To

Motion 06-26-240 : To

12. Motion 06-26-240 : To adjourn the regular monthly meeting.

**Next Regular Monthly Board Meeting is scheduled for
Monday, July 15, 2024 @ 4:30pm**

MISSION STATEMENT

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Exhibit A

PORT OF OSWEGO AUTHORITY
Regular Monthly Meeting
Monday, May 20, 2024

CALL TO ORDER: Ms. Cosemento called the meeting to order at 4:03 PM.

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

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

PRESENT ON ZOOM: Francis Enwright - Chairperson.

EXECUTIVE SESSION

Motion 05-20-2401: A motion was made by Ms. Macey to move to executive session for discussion of ILA negotiations and property transfer. Dr. Kares Smith seconded the motion at 4:04 PM. Motion passed. 5-Aye, 0-Nay.

Motion 05-20-2402: A motion was made by Ms. Macey to resume the regular monthly meeting at 4:20 PM. Motion seconded by Mr. Schneider. Motion passed. 5-Aye, 0-Nay.

APPROVAL OF MINUTES

Motion 05-20-2403:

There was a short discussion of editing the previous meeting minutes to recognize Ms. Diane Zeller as excused.

A motion was made by Mr. Schneider to approve the minutes of the April 15, 2024 regular monthly meeting as amended. Motion was seconded by Ms. Macey. Motion passed. 5-Aye, 0-Nay.

ADMINISTRATIVE OPERATIONAL REPORT

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

Report Topics:

Monthly operations update – April 2024

Update on projects:

- Monthly Report – included.
- Oswego-Detroit Short Sea Shipping Study – approaching the end of the study; will need to provide additional numbers.
- Aluminum – Evans Spirit on 05/16/2024, the Algoma Innovator on 05/15/2024; a slow start to the season (usually there would have been three ships by this point), however take into consideration that the Port has 47,000 metric tons onsite (Novelis does not seem to be taking aluminum as fast as they could be). Mr. Pat McMahon stated that there are equipment issues (i.e. crane) at the local plant.

- Reach Stacker – have the bids; will have to review the bid tabs, which is complicated due to “Buy America, Build America Act” requirements (B.A.B.A.A. requires that all iron, steel, manufactured products, and construction materials used in federally funded projects for infrastructure must be produced in the United States); will be looking to complete the preliminary the following week.
- Goble Marina Bathhouse Renovations – repairs are ongoing. Port employees are completing renovations; the marina will tentatively open during the first week in June. Several items that were not foreseen, and employees are having to repair items such as broken pipes and completing electrical issues.
- West Terminal Repairs – repairs are ongoing. The pile-driving company will be arriving in June, and the project is still scheduled to be completed by October.
- FTZ Customer – signed Form 216, which is the first thing to acknowledge an incoming new customer; will have additional updates.
- Port Infrastructure Development Program (PIDP) Grant – submitted and is included in the Board packet. The Port has not submitted this grant for several years. Revenue, tonnage, and cost calculations were completed. This was a positive, strong team effort in submitting this grant between C&S Companies and the Port.
- Oswego Marina Bathhouse Roof – due to the poor condition, a new roof was installed. Soffits will be installed. Port employees are repairing interior water damage due to the previous roof condition. Will be operational within a week.
- Fish Cleaning Stations – renovations and repainting that area.
- Oswego County Micron Steering Committee – \$6.1 billion was awarded last month to Micron, however nothing new to report.
- Alouette Aluminum Mill Representatives Visit – employees (who are from Sept-Iles, Quebec, Canada) have not been here in about a decade, took tour and they were impressed with operations at the Port. The Alouette Aluminum Mill produces the aluminum ingots that are stored at the Port. The Port is the fastest unloading port on the Great Lakes, despite the issues unloading with getting onto the Evans Spirit vessel with forklifts. Mr. Scriber acknowledged ILA Local 1570-A for their excellent efforts, and their being highly productive at unloading.
- St. Lawrence Seaway Development Corporation – marketing idea/advertising campaign for the American Great Lakes Ports Association. Video and photos taken the week prior of the Port, to develop a marketing tool for every port on the American side on the St. Lawrence Seaway (the public authorities) to be part of an advertising campaign. It would highlight the Port, the Port’s products, and the Port’s employees.
- New York State Freight Plan – a member of this group; topics of rail and rail traffic. The New York State Freight Transportation Plan incorporates the perspectives of different stakeholders regarding the challenges and opportunities related to freight and logistics, as well as the demand for goods movements in New York state. Plans are redone every 10 years, and every 5 years the plans are updated; ports are advocated for.
- Leadership Oswego County – presentation given.
- Dome 4 – approaching completion; asphalt will be installed the next day.

- Rail Grant – included in the Board’s packet, and will need Board approval for the \$1.8 million grant, 0% match from the Port. This grant will be used to purchase a new electric locomotive to replace the Port’s current older diesel trackmobile, which is no longer sufficient.

DISCUSSIONS ON TOPICS FROM ADMINISTRATIVE OPERATIONAL REPORT

Aluminum Storage at the Port – Mr. Scriber stated that the customers are getting high storage rates at this time. Mr. Schneider explained that the customer is actually the broker, and the local aluminum plant is buying from the broker; Mr. Scriber explained that the customer pays for storage and transloading.

PIDP Grant – Mr. Delia inquired about the PIDP Grant. Mr. Scriber explained that in the narrative of the grant, he has requested a larger amount (90%), which the Port qualifies for. Mr. Scriber also emphasized that this investment, the 28,000 square foot climate-controlled warehouse that is planned, would be the only one of its kind on the Great Lakes; it would be profitable for the Port. Mr. Delia inquired about a time frame of completion after grant approval; Mr. Scriber stated that there are five years to complete the project. This project would include the gantry crane, that is capable of handling rolls and containers. Mr. Scriber also stated that there are grants available to assist in matching the PIDP grant funds.

Diane Zeller joined the meeting at 4:35 PM.

Rail Grant – The Port currently owns an older, Tier 4 diesel, that is not capable of running more than two loaded cars up a hill. The Port requires a larger trackmobile to replace the Hercules Trackmobile. With the large number of rail improvements and extensions in the future and possible potential customers, the Port’s trackmobile will need to quadruple the number of railcars that could be moved. A new trackmobile would be electric and environmentally friendly, and move 6-8 railcars at one time. Maintenance costs would decrease. Ms. Zeller inquired the life cycle of this type of equipment; Mr. Scriber stated 10 years on battery (there are different types of batteries for the equipment, and the Port will specifically look at lead batteries due to the weight to assist in gripping and motion to move railcars and cost).

West Terminal Repairs – Ms. Cosemento shared that she has had several questions about the West Terminal.

Marketing Video – Ms. Cosemento commented that SUNY Oswego has a broadcasting department that could assist in the future with any marketing videos. Mr. Scriber explained that the marketing video and photos were from the federal funds authorized by Congress, federal procurement policies must be followed.

ADMINISTRATIVE FINANCIAL REPORTS

Motion 05-20-2404: A motion was made by Mr. Schneider to accept April's financial reports as presented. Motion seconded by Mr. Delia. Motion passed. 6-Aye, 0-Nay.

Primary Financial Reports

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

Subsidiary Financial Reports

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

Mr. Schneider commented that the Port remains in a stable cash position. Mr. Scriber explained that there is a slow start to the year due to the lack of shipping. While the Port is getting storage on the aluminum, storage is not as profitable as unloading/loading ships.

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

COMMITTEE REPORTS:

Executive Committee: No report per Ms. Cosemento.

Audit and Finance Committee: Mr. Schneider commented that the annual audit is underway.

Governance Committee: No report per Dr. Kares Smith, however he did send a memo to Board members that he received a copy of the Employee Handbook that all employees receive from Human Resources employee Ms. Meghan Wahrendorf, and there are items that need to be edited and added. He is hoping to accomplish this task sometime this summer. Ms. Zeller requested a copy of the Employee Handbook (which was provided to her on 05/24/2024). Mr. Scriber explained that some of the Employee Handbook is codified with the CSEA contract.

Planning and Development Committee: Ms. Macey shared that she joined a meeting with the Mayor of Oswego City and members of the H. Lee White Museum, along with personnel from DLR Group. She can provide the plan that the Museum has and what the DLR has reviewed, i.e. new location for museum, however they are still in the planning stages.

OLD BUSINESS:

None.

NEW BUSINESS:

Motion 05-20-2405: A motion was made by Mr. Schneider to review and approve contract with C&S Companies for engineering services that was previously awarded by the Board through competitive bid in March 2023, and to authorize the Executive Director to sign and complete any and all paperwork, and to administer the contract with approval of Board Counsel. Motion seconded by Dr. Kares Smith. Motion passed. 6-Aye, 0-Nay.

Mr. Scriber stated that this was Board-approved last year; after Port Counsel review, the contract needs to be signed.

Motion 05-20-2406: A motion was made by Mr. Schneider to review and approve the Minority and Women's Business Enterprise (WMBE) Procurement Strategy. Motion seconded by Ms. Zeller. Motion passed. 6-Aye, 0-Nay.

Motion 05-20-2407: A motion was made by Ms. Zeller to review and approve the adoption of Service-Disabled Veteran Owned Business (SDVOB) Goal Plan. Motion seconded by Dr. Kares Smith. Motion passed. 6-Aye, 0-Nay.

Motion 05-20-2408: A motion was made by Ms. Zeller to review and approve the New York State Department of Transportation Grant Agreement for the Electric Railcar Mover, Comptroller Contract #DR39098, Project Identification #3935.89.301, which the Board hereby approves and agrees to first instance of the project funds and adhere to the terms of the agreement, and to authorize the Executive Director to sign and complete any and all paperwork, and administer the grant. Motion seconded by Ms. Macey. Motion passed. 6-Aye, 0-Nay.

Motion 05-20-2409: A motion was made by Ms. Zeller to review and approve the Fourth Amendment to Terminal and Service Agreement between the Port of Oswego Authority and Nutrien Ag Solutions, Inc., which has been reviewed by Port Counsel, and to authorize the Executive Director to sign and complete any and all paperwork regarding the Agreement. Motion seconded by Mr. Delia. Motion passed. 6-Aye, 0-Nay.

Mr. Scriber explained that the Port has been agreeing to the contract that has been in effect for a year; however, when the number of potash loads dropped below a certain number, it was costly. There was no provision in any of the amendments or contracts that the Port could reduce the standby time of operators and equipment (Section 2D – Loading of Trucks for off-Season); this is what was needed to be agreed to in the contract. Mr. Scriber explained that Nutrien has been a customer for 35 years and that this would keep the good business relationship secure.

ADJOURNMENT

Motion 05-20-2410: A motion was made by Ms. Zeller to adjourn the regular monthly meeting at 5:15 PM. Motion seconded by Ms. Macey. Motion passed. 6-Aye, 0-Nay.

Kathleen Macey, Secretary/Treasurer

Exhibit B



Administrative and Operations Report

June 2024

William W. Scriber, Executive Director

- Monthly (May 2024) operations update – see attached
- Aluminum – Evans Spirit on 06/20/2024
- Reach Stacker/Container Mover– high bids, BABA Act, talking with USDOT on direction
- West Terminal Repairs – on going
- Oswego County Micron Strategy Steering Committee – Meeting at SUNY Oswego on June 11th
- Dome 4 – on going
- Rail Grant – attached in Board package
- Novelis – Visit by Vice President from Atlanta, Georgia
- Operation Oswego County 72nd Annual Meeting – June 13th
- Grain Customer Contract – attached in Board package

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

Totals						
	# In	# Out	Total # In/Out	MT In	MT Out	Total MT In/Out
Trucks	0	438	438	0.000	12482.480	12482.480
Railcars	164	0	164	14123.222	0.000	14123.222
Vessels	2	0	2	8885.620	0.000	8885.620
Grand Totals	166	438	604	23008.842	12482.480	35491.322

	Company	ST	MT	In/Out	Mode	#
Potash	Nutrien Ag Solutions	6490.10	5887.715	Inbound	Vessel	1
	Nutrien Ag Solutions	0.00	0.000	Inbound	Railcar	0
	Nutrien Ag Solutions	5566.17	5049.540	Outbound	Trucks	152
Grain	Soybeans	0.00	0.000	Inbound	Trucks	0
	Soybeans	0.00	0.000	Inbound	Railcar	0
	Soybeans	0.00	0.000	Outbound	Trucks	0
	Soybeans	0.00	0.000	Outbound	Railcar	0
	Soybeans	0.00	0.000	Outbound	Vessel	0
	Corn	0.00	0.000	Inbound	Trucks	0
	Corn	0.00	0.000	Inbound	Railcar	0
	Corn	0.00	0.000	Outbound	Trucks	0
	Corn	0.00	0.000	Outbound	Railcar	0
	Corn	0.00	0.000	Outbound	Vessel	0
Aluminum	Marubeni	2202.88	1998.437	Inbound	Vessel	1
	Marubeni	0.00	0.000	Inbound	Railcar	0
	Marubeni	1120.79	1016.763	Outbound	Trucks	41
	ARG	0.00	0.000	Inbound	Vessel	0
	ARG	0.00	0.000	Inbound	Trucks	0
	ARG	0.00	0.000	Inbound	Railcar	0
	ARG	2225.23	2018.693	Outbound	Trucks	100
	Glencore	0.00	0.000	Inbound	Vessel	0
	Glencore	2207.79	2002.872	Outbound	Trucks	64
	Glencore	0.00	0.000	Inbound	Railcar	0
	Glencore	0.00	0.000	Inbound	Trucks	0
	Goldman	0.00	0.000	Inbound	Vessel	0
	Goldman	0.00	0.000	Inbound	Railcar	0
	Goldman	0.00	0.000	Inbound	Trucks	0
	Goldman	0.00	0.000	Outbound	Trucks	0
	Goldman	0.00	0.000	Outbound	Railcar	0
	Gunvor	1101.71	999.468	Inbound	Vessel	1
	Gunvor	0.00	0.000	Outbound	Trucks	0
	Gunvor	0.00	0.000	Outbound	Railcar	0
	Gunvor	0.00	0.000	Inbound	Railcar	0
Gunvor	0.00	0.000	Inbound	Trucks	0	
IXM	0.00	0.000	Inbound	Vessel	0	
IXM	0.00	0.000	Inbound	Trucks	0	
IXM	0.00	0.000	Inbound	Railcar	0	

	IXM	1537.42	1394.723	Outbound	Trucks	50
	Mitsubishi	1102.19	999.889	Outbound	Trucks	31
	Mitsubishi	0.00	0.000	Inbound	Trucks	0
	Mitsubishi	0.00	0.000	Inbound	Vessel	0
	Mitsubishi	0.00	0.000	Inbound	Railcar	0
		0.00	0.000	Inbound	Vessel	0
		0.00	0.000	Inbound	Trucks	0
		0.00	0.000	Outbound	Trucks	0
		0.00	0.000	Outbound	Railcar	0
		0.00	0.000	Inbound	Railcar	0
	Alcoa	0.00	0.000	Inbound	Vessel	0
	Novelis Ingots	0.00	0.000	Inbound	Vessel	0
	Novelis Ingots	0.00	0.000	Outbound	Trucks	0
	Novelis Ingots	0.00	0.000	Inbound	Trucks	0
	Novelis Ingots	0.00	0.000	Inbound	Railcar	0
	Novelis Ingots	0.00	0.000	Outbound	Railcar	0
	Novelis Transfer Loads	0.00	0.000	Outbound	Trucks	0
Dean Marine Rock/Stone	Rock/Stone	15568.20	14123.222	Inbound	Railcar	164

Oswego County Micron Strategy Steering Committee First Annual Summit

June 11, 2024 • 2 - 5 p.m.
Marano Campus Center Auditorium
Room 132, SUNY Oswego

Agenda

Welcome

Peter O. Nwosu, Ph.D., SUNY Oswego President

Central New York Region Economic Update

Rob Simpson, CenterState CEO President and Chief Executive Officer

Empire State Development Office of Strategic Workforce Development Update

Dan Kolinski, Empire State Development Central New York Regional Director

Micron Update

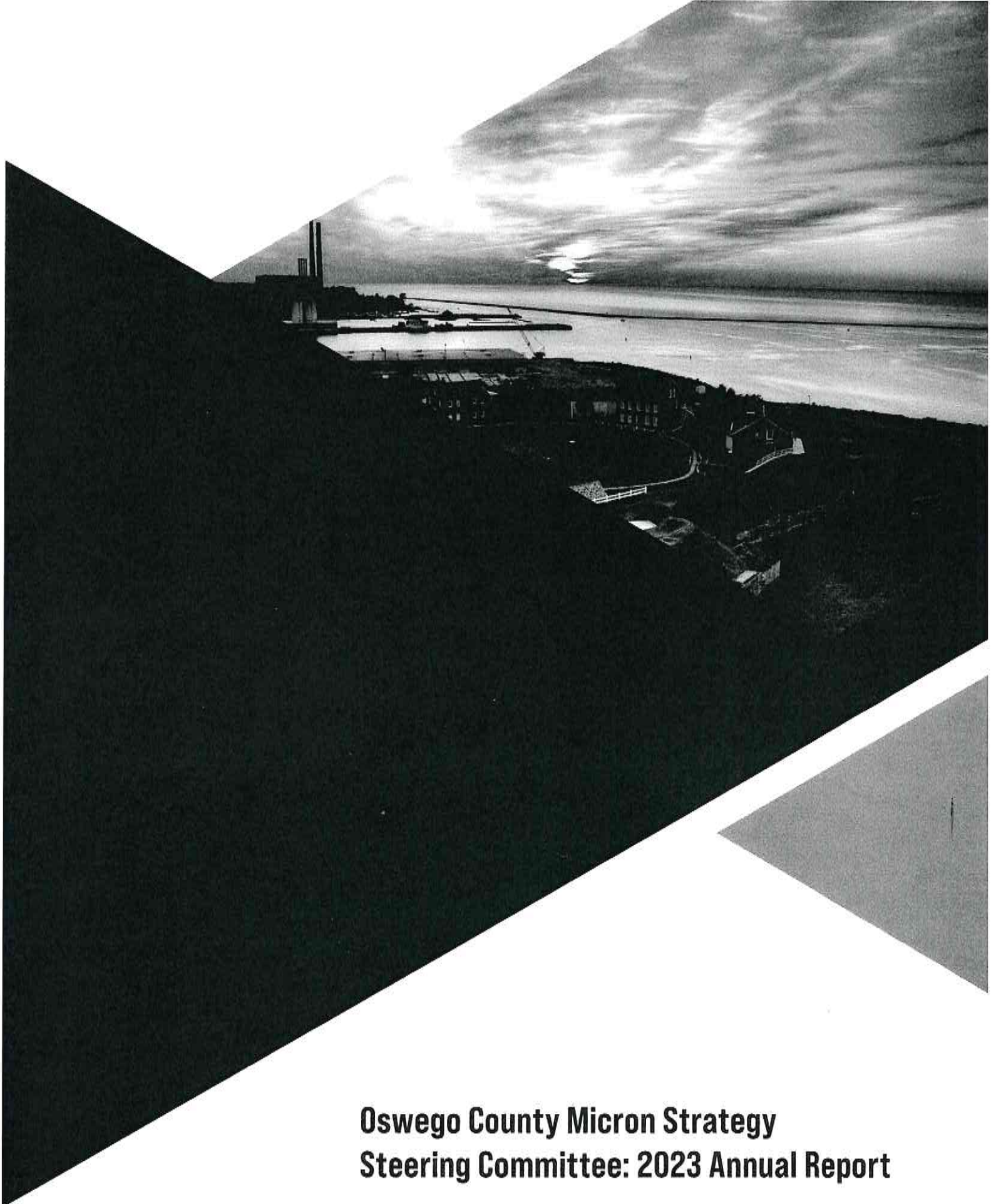
Joe Nehme, Micron Technology Senior Manager of External Affairs

Overview of 2023 Oswego County Micron Strategy Steering Committee Annual Report and Introduction of Work Group Chairs

Recap 2023 Achievements and Overview of 2024 Goals and Progress Work Group Chairs

Open Discussion and Q&A

Networking and Refreshments



**Oswego County Micron Strategy
Steering Committee: 2023 Annual Report**

oswego.edu/micron

The Oswego County Micron Strategy Steering Committee was conceived in October 2022 shortly after Micron's history-making announcement...

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A Region Prepares



The Oswego County Micron Strategy Steering Committee was conceived in October 2022 shortly after Micron's history-making announcement of planning to invest \$100 billion in Central New York over the next 20 years through the creation of Micron's megafab chip plant, located just over Oswego County's border in Clay, NY.

As the region's most mission-critical public comprehensive university and as an economic driver for the state, SUNY Oswego serves as the lead convener of the Oswego County Micron Strategy Steering Committee. The Steering Committee was formed by community leaders in Oswego and Onondaga counties and launched in early 2023.

The Steering Committee exists to bring together stakeholders and interested members of the public to discuss and plan for Oswego County's role in contributing to the success of Micron and all related industries.

The Oswego County Micron Strategy Steering Committee members represent a broad range of stakeholders across Oswego County and are committed to the following driving principles:

- > **Serve as a comprehensive, unified, and strategy-creating and implementing body** with a focus on how Oswego County can be transformed over the next two decades;
- > **Include, welcome, and engage colleagues, constituents, partners, and community members** from across the Central New York region and beyond;
- > **Effectively gather information to help inform Oswego County's advancement** in areas including, but not necessarily limited to: childcare; economic development; first responder; healthcare; hotel, restaurant and tourism, housing; PreK-16 education; public and private infrastructure systems; transportation and logistics; and workforce development;
- > **Identify obstacles and collaboratively create and act upon solutions** that will contribute to the common good;
- > **Generously and appropriately share information and goals with each other;** and
- > **Seek opportunities to regularly align priorities and efforts to secure greater local, state, and national funding and resources for the region.**

A special thank you to the Steering Committee members for working together to inclusively form a committee that closes the 2023 year with 37 members and more than 85 public and private organizations represented in the work groups.

All of these diverse stakeholders generously came together to share their time and minds with each other over the past year with a driving commitment to the common goal of contributing to the quality of life, social mobility, and economic advancement of Oswego County.

Please see the following pages of this report for a summary of each work group's key achievements in 2023, goals for 2024, and lists of all steering committee members and work group contributors.

In the words of the age old African proverb, which I have often cited, "If you want to go fast, go alone. If you want to go far, go together." As a region, we chose to go together.

Be well,

Peter O. Nwosu, Ph.D.
President, SUNY Oswego

Childcare Work Group

Key Achievements

- > Child Care Business Training Program was implemented through a partnership between Oswego County Workforce NY and Integrated Community Planning of Oswego County, Inc., funded through an Oswego County ARPA award
- > State investments including stabilization and workforce retention grants for existing child care programs, and desert funding to establish new or expand existing child care programs
- > Establishment and launch of the Oswego County Early Childhood Alliance, supported by Oswego County ARPA funds and a grant from the Health Foundation for Western and Central New York

Goals for 2024

- > Increase participation in the Child Care Business Training Program, culminating with a cohort of newly registered/licensed child care programs in Oswego County
- > Increase outreach and education efforts to promote child care as a viable and worthy small business or career to attract more individuals to the field and grow supply
- > Seek additional supports to assist all modalities of care with barriers to opening a childcare program or expanding an existing program



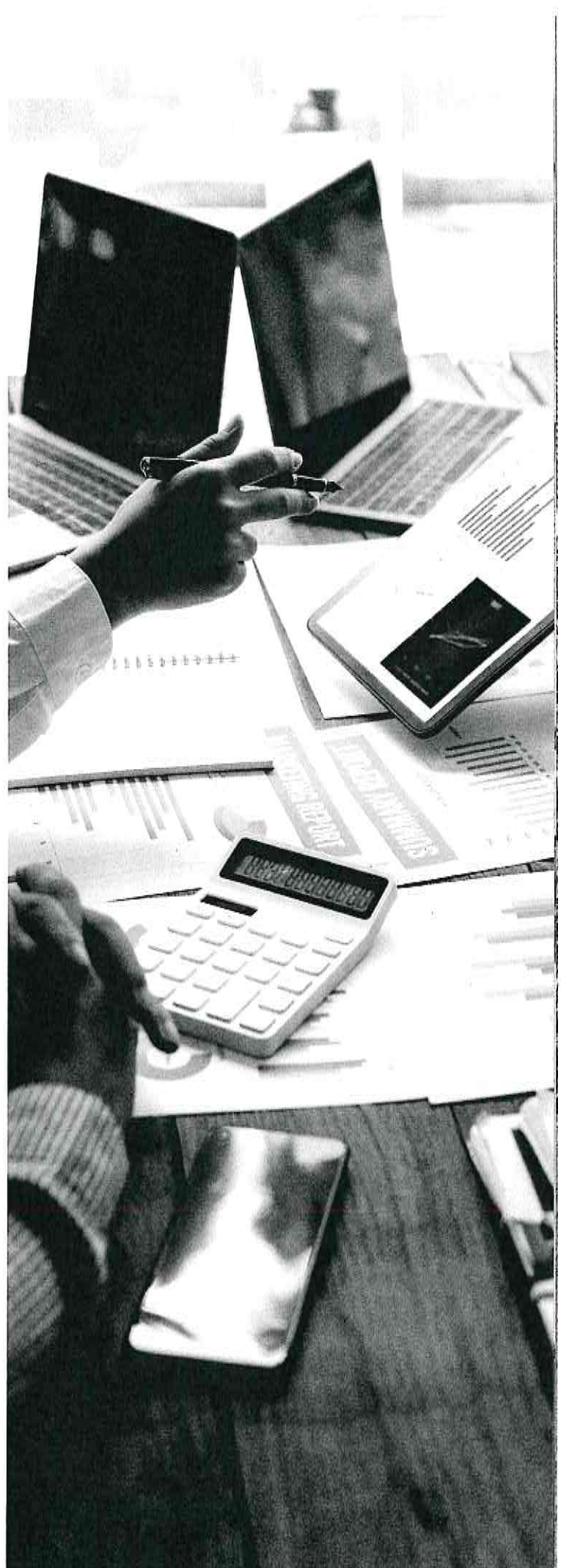
Economic Development Work Group

Key Achievements

- > Application for federal funding (EDA) for expansion of Oswego County Industrial Park \$4M, Total project cost \$16.5M. Partners: COIDA, Operation Oswego County (OOC), Oswego County, Town of Schroepfel, Village of Phoenix, CNYRPDB, CenterState CEO
- > Provided financial assistance for redevelopment of 800,000 SF Riverview Business Park complex to support advanced manufacturing, semiconductor supply chains Total Project Cost \$25M. Partners: COIDA, OOC, TDJ Properties, Town of Volney, Oswego County
- > New York Forward Funding awarded to Village of Phoenix \$4.5M awarded, \$53M in total project cost (current partners: Village of Phoenix, OOC, LPC, Oswego County, NYS DOS, Empire State Development
- > Development in Progress of CNY Strategic Sites Database – 30+ regional sites, 8 Oswego County Partners: CNYRPDB, CenterState CEO, OOC, Oswego County
- > Port of Oswego awarded \$4M in federal funding for cargo handling equipment and rail track improvements. Partners: Port of Oswego, OOC, City of Oswego, Oswego County, CSX
- > Collaborative development of promotional materials about Oswego County assets and quality of life. Partners: OOC, COIDA, Oswego County, SUNY Oswego, Port of Oswego, Novelis, Constellation Energy, Oswego Health, CenterState CEO, Greater Oswego Fulton Chamber of Commerce
- > Development of Regional Workforce Attraction, Retention & Advancement Strategy – \$10M application, will leverage additional resources – Total Project cost TBD. Partners: Central New York Regional Economic Development Council (CNYREDC), Empire State Development, CenterState CEO, CNYRPDB, 5 Counties
- > Meetings with over 40 of identified 70+ stakeholder groups about Micron since beginning of 2023.

Goals for 2024

- > Work toward achieving economic development objectives the work group has identified and continue to revise them as needed.



Education (Pre K-16) Work Group

Key Achievements

- Oswego County P-TECH launches Associate of Applied Science in Electromechanical Technology degree pathway customized for semiconductor manufacturing careers
- Cayuga Community College (CCC) opening of Advanced Manufacturing Institute in Fulton
- CCC launches Advanced Manufacturing Early College Pathway in collaboration with Oswego County School Districts
- SUNY Oswego KidsTech programs in fall 2022 and spring 2023
- SUNY Oswego TechWars program in spring 2023
- Fulton City School District – two Early College High School programs – Information Technology & Health Professions
- CiTi BOCES and Children's Museum of Oswego (CMOO) partner for Oswego County Mobile STEM Lab visitations to district elementary schools
- CiTi BOCES collaborates with districts and Oswego County Workforce Development on offering STEM Connection Challenges to middle school students throughout the county
- Fulton Family Welcome Center and Pulaski Family Welcome Center – Free Work Ready Support and Community Resource Hubs

Goals for 2024

- Align Micron career skills to academic standards, technical knowledge and skill standards, employability or 21st century skills and identify skill gaps within current curriculum.
- Design, advocate use of, and support a comprehensive program of non-cost STEM activities and experiences that ensure equal access, foster inclusivity, and promote equity among students and families across various educational stages, starting from PreK and continuing throughout their academic journey in both classroom and community settings.
- Design professional development activities and experiences tailored to PreK-16 teachers, staff, school counselors, administrators, advisors, and community educators aiming to support staff in empowering students in their pursuit of STEM pathways.



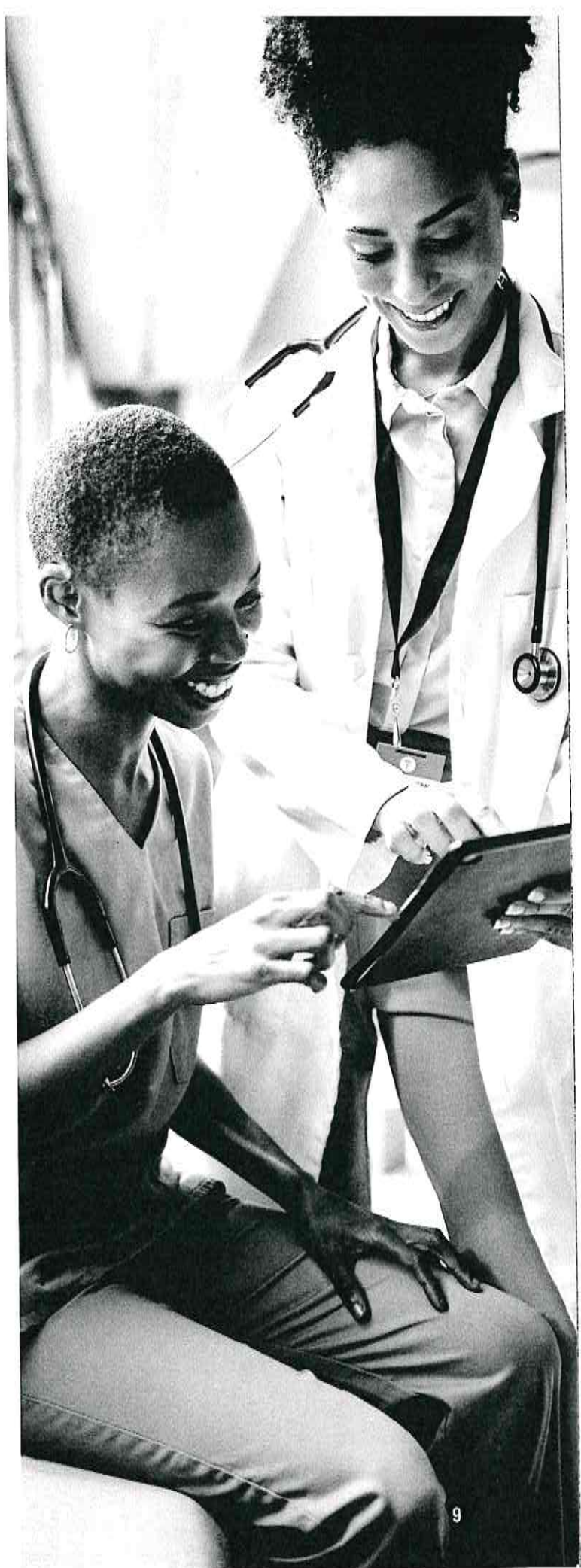
Healthcare Work Group

Key Achievements

- Discussed each organization's intentions and plans to work together, serving different areas of the county and different populations
- Oswego Health moved forward on development and expansion in Fulton as part of Fulton's Downtown Revitalization Initiative serving to both improve the community and expand healthcare access in Oswego County
- Oswego Health adopted a strategic plan, highlighting a "go-south" strategy while still expanding services in Fulton and Oswego
- From offering free paid training for Certified Nurse Assistants to deploying a career pathway program specific to the field of nursing and medical imaging, as well as providing tuition assistance to advance clinical training; the largest private employer in Oswego County with 1300+ employees, and ranked as one of the greatest community hospitals across the country by Becker's Hospital Review, developing the future healthcare workforce has been a critical focus for Oswego Health
- Oswego Health cares about meeting the healthcare needs of the community and is proud to partner with Upstate Urology to expand access to urological care locally. With increasing demand for urological care, and the announced retirement of two local prestigious urologists, Upstate Urology and Oswego Health have partnered to provide access to the community

Goals for 2024

- Engage with state Department of Health leaders on funding opportunities to aid in expansions



Hotel, Restaurant and Tourism Work Group

Key Achievements

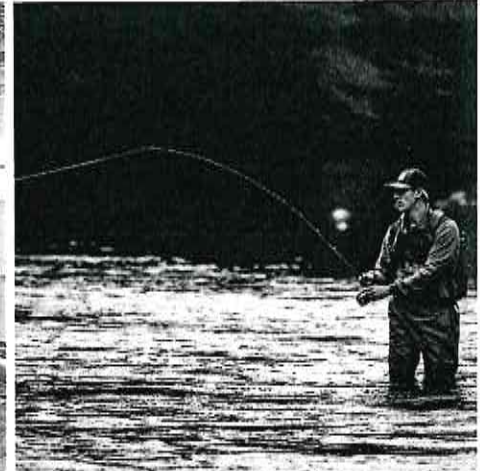
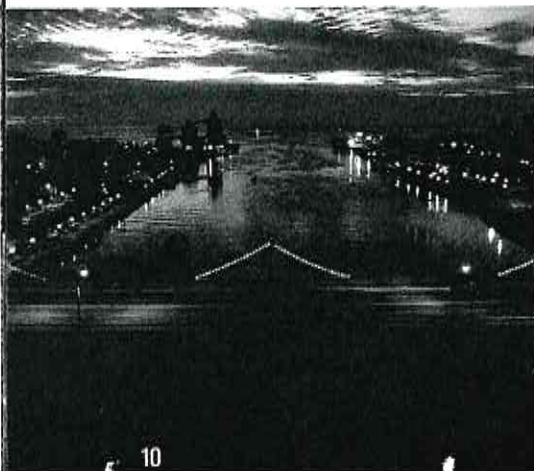
- > Over 40 ribbon cuttings to celebrate new businesses, anniversaries, and milestones in Oswego County
- > City of Oswego was the first in the state to complete all projects funded by the Downtown Revitalization Initiative
- > Splash Indoor Waterpark grand opening; the waterpark provides increased value and attraction for tourists
- > Fulton Special Events Committee & Parks and Recreation contributed to annual community events and initiatives attracting over 50,000 attendees
- > City of Oswego and Community Development maintained a full events schedule
- > Grand Opening of Cahill Pier held, the pier transformed the waterfront attractiveness
- > \$2 million from Oswego County was invested at Legends Fields
- > Masterplan in development for Fulton Recreation Park on Lake Neatahwanta
- > The Children's Museum of Oswego saw a large increase of admissions (26,000+ in 2023) and expanded its STEM programs including offering a traveling STEM mobile and childcare services to the region
- > CNYREDC Consolidated Funding Application (CFA) workshop hosted in partnership with Operation Oswego County, Oswego County and the Greater-Oswego Fulton Chamber of Commerce (GOFCC) to educate business and community members on funding opportunities and the CFA process
- > Network with Purpose: Creating Connections in Oswego County was held to bring together key

stakeholders from public, private and nonprofit sectors to showcase Oswego County as an attractive place to work, live and play

- > New York State Tourism Conference selected Oswego as the site for the 2023 annual event
- > National Oceanic and Atmospheric Administration (NOAA) moved closer to designating Lake Ontario as a National Marine Sanctuary

Goals for 2024

- > Share a unified message with business and community members that Micron is coming and will have immense positive economic impact on the CNY region, specially benefiting hotel, restaurant and tourism providers
- > Identify funding opportunities to support hospitality and tourism
- > Create or identify the owner of one cohesive website that encompasses all of Oswego County's hotel, restaurant, and tourism offerings
- > Increase programming and educational incentives for students with a focus on culinary and hospitality skills to develop a workforce pipeline
- > Establish real estate/potential building site options for hotel and short-term stay development
- > Further develop the waterfront throughout Oswego County
- > Continue to facilitate work group meetings to stay updated and continue to steady and ready Oswego County



Housing Work Group

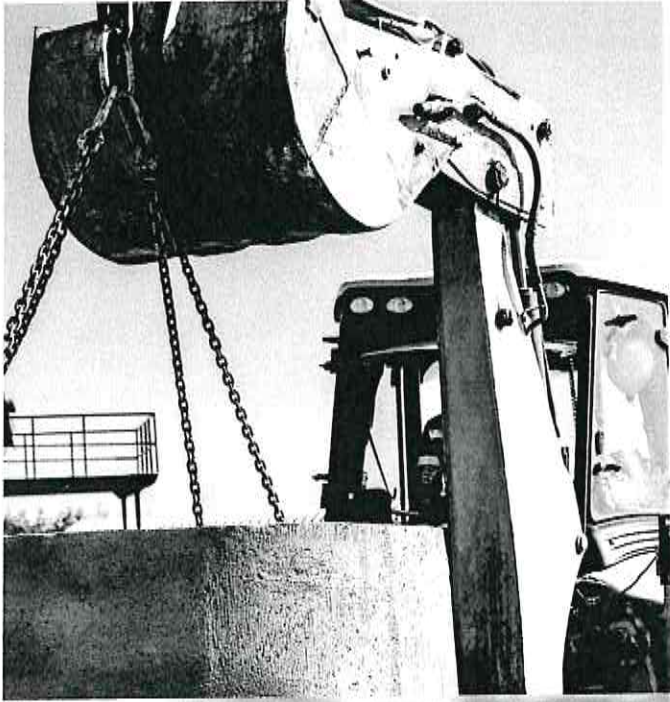
Key Achievements

- > Identified and unified key stakeholders – these relationships will be crucial to any future conversations, county-wide related to construction of new housing as well as best use for increasing quality and affordability of current housing.

Goals for 2024

- > In partnership with the Infrastructure work group, begin to identify possible locations that could be appropriate for new construction. This will consider infrastructure needs as well as conversations with the municipalities most likely to be affected by population growth.
- > Begin to build a pathway for construction taking into account possible growth areas and potential difficulties to be addressed.
- > Continue to regularly encourage all parties to work together to move the county-wide vision for housing forward.





Public and Private Infrastructure Work Group

Key Achievements

- Assess existing and inspire new local land use planning – In concert with the Economic Development Committee, met with the towns of Hastings, Schroepel, West Monroe and Constantia, the Tug Hill Commission director and planning staff and the villages of Phoenix, Central Square and Cleveland to discuss plans to promote their communities to new developers
- Met with the Oswego County Associations of Mayors and Town Supervisors to encourage them to prepare their communities for the anticipated growth that is likely to occur
- Assess existing water and wastewater assets – Kicked off a study (co-funded by the County and the IDA) to get an in-depth inventory of these assets throughout the county so we can help focus future efforts to maintain and/or grow these systems. The report also explores the pros and cons of forming a county-wide infrastructure development authority. Met with employees of Development Authority of the North

Transportation Work Group

Key Achievements

- > 481 Redesign and Master Plan for Fulton NY
- > Various DRI awards along the 481 corridor from Micron site to Oswego
- > Oswego County creation of Mobility Management department and programs
- > Oswego Port Authority expansion and growth including \$5 million grant for rail to port project, development of a heated warehouse, logistical reconfiguration in Oswego, larger Foreign Trade Zone (FTZ) designation

Goals for 2024

- > Create additional public transit hub locations (used for transferring buses, shared-transit, first mile-last mile connection, electric bike and scooter drop off etc.) in Fulton and Oswego.
- > Identify DRI communities and impact
- > Build and/or strengthen key stakeholder relationships
- > Centro (smaller micro transit, carpool option)
- > Conduct Traffic Study from Oswego to Micron site
- > Obtain Route 31 Traffic Study from Town of Clay
- > Connect with I81 Project, Strategic Team
- > Recommend Update to County Comprehensive Plan
- > Obtain, review and align with municipal comp plans along the various routes through Oswego County to the Micron site
- > Identify grants available
- > Oswego County-wide broadband (fiber and wireless) to support all modes of transport's need for access to smart technology

Workforce Development Work Group

Key Achievements

- > MACNY – Real Life Rosie's program with Mohawk Valley Community College for entry-level advanced manufacturing and work readiness
- > TDO (Train.Develop.Optimize.) – Awarded grant for supply chain assistance through NYSTAR for assessment, scouting, attracting and coaching of current and new companies
- > SUNY Oswego launched an Instructor Bootcamp with a \$340,963 operating grant from Empire State Development Office of Strategic Workforce Development (for additional information, visit oswego.edu/instructor-bootcamp)
- > Cayuga Community College – Awarded Years 1 and 2 of Reimagine Workforce Training Grant through SUNY for Electro Mechanical Systems Fundamentals noncredit Microcredential; Hosted Advanced Manufacturing Expos for high school upperclassmen and for families
- > Oswego County Workforce New York (OCWNY) – CDL Training Initiative; outreach and career exploration for existing industry businesses and career training pathways
- > Member representation on Micron Future-Ready Workforce Innovation Consortium and the various taskforce groups

Goals for 2024

- > Share a unified message with community members that Micron is coming and will have immense positive economic impact on the CNY region
- > Educate the emerging workforce on the opportunities currently available through career pathways training, apprenticeships, and job opportunities
- > Continue to build industry partnerships, focusing on construction and advanced manufacturing, for business support as we work to obtain funding and expand existing successful training programs

Steering Committee Members

Michael Backus	<i>Oswego Health</i>
Cheryl Baldwin.....	<i>Oswego YMCA</i>
Mayor William (Billy) Barlow ...	<i>City of Oswego and Oswego Health</i>
David Bottar	<i>Central New York Regional Planning and Development Board</i>
Sara Broadwell	<i>Greater Oswego-Fulton Chamber of Commerce</i>
John Camp.....	<i>C&S Companies</i>
Pam Caraccioli	<i>Fulton Savings Bank</i>
Pat Carroll.....	<i>Plumbers and Steamfitters Local #81</i>
Phil Church.....	<i>Oswego County Administrator</i>
Jamal Coleman	<i>SUNY Oswego</i>
Robert Corradino	<i>7th Ward Councilor Common Council President City of Oswego Mayor-elect</i>
Jim Dowd.....	<i>Pathfinder Bank</i>
Brian Durant	<i>Cayuga Community College</i>
Aimee Durfee	<i>CenterState CEO</i>
Kristi Eck.....	<i>SUNY Oswego</i>
Scott Furlong.....	<i>SUNY Oswego</i>
Victoria Furlong	<i>SUNY Oswego</i>
Marc Greco	<i>Oswego County Legislature</i>
Brian Heffron.....	<i>CiTi BOCES</i>
Jennifer Hill	<i>SUNY Oswego</i>
Brittney Jerred.....	<i>Honorable Assembly Minority Leader William Barclay New York Assembly District 120</i>
Keiko Kimura	<i>Cayuga Community College</i>
Daniel Kolinski.....	<i>Empire State Development</i>
Brandy Koproski	<i>Integrated Community Planning of Oswego County</i>
Honorable John Mannion	<i>New York Senate District 50</i>
Mayor Deana Michaels.....	<i>City of Fulton</i>
Peter Nwosu.....	<i>SUNY Oswego Chair of Oswego County Micron Strategy Steering Committee</i>
Joshua Pearlman.....	<i>U.S. Senate Majority Leader Charles E. Schumer</i>
Rachel Pierce	<i>Oswego County Workforce Development Board</i>
William W. Scriber.....	<i>Port of Oswego Authority</i>
Honora Spillane	<i>CenterState CEO</i>
Heather Snow.....	<i>Oswego County Mobility Management</i>
Tim Stahl	<i>City of Oswego</i>
Mary Toale	<i>SUNY Oswego</i>
Chris Todd.....	<i>CiTi BOCES</i>
David Turner	<i>Oswego County Office of Strategic Initiatives</i>
Austin Wheelock.....	<i>Operation Oswego County</i>

Work Group Contributors

CHILDCARE

Chaired by Brandy Koproski

Children's Museum of Oswego
Citi BOCES
Fulton Family YMCA
Little Lukes
NYS Office of Children and Family Services
Oswego County Opportunities
Oswego YMCA

ECONOMIC DEVELOPMENT

Chaired by Austin Wheelock

C&S Companies
Carpenters Local 277
Cayuga Community College
CenterState CEO
Central New York Regional Planning
and Development Board
CiTi BOCES
City of Fulton
City of Oswego
City of Oswego Economic
Development Office
Constellation Energy
Construction Design Management
Council of Oswego County Mayors
County of Oswego Industrial
Development Agency
CSX Rail
Empire State Development
Fulton Community Development Agency
Fulton Savings Bank
Greater Oswego-Fulton Chamber of
Commerce
Huhtamaki
IBEW Local 43
Laborers Local 633
M&T Bank
MACNY
National Grid
Northshore Council of Governments
Novelis
NYS Assemblyman William
Barclay's Office
NYS Department of State

NYS Senator John Mannion's Office
Onondaga Small Business
Development Center
Operation Oswego County
Oswego County Airport
Oswego County Department of
Tourism and Planning
Oswego County Legislature
Oswego County Workforce
Development Board
Oswego County Office of Strategic
Initiatives
Oswego YMCA
Pathfinder Bank
Plumbers and Steamfitters Local 81
Port of Oswego Authority
Pulaski Economic Development
Task Force
SUNY Oswego
Town of Constantia
Town of Hastings
Town of Richland
Town of Schroepfel
Town of West Monroe
Train, Development, Optimize (TDO)
Tug Hill Commission
USDA Rural Development
Village of Central Square
Village of Cleveland
Village of Mexico
Village of Phoenix
Village of Pulaski

EDUCATION: PREK-16

Chaired by Brian Heffron
Cayuga Community College
CITI BOCES
Fulton Common Council
Fulton City School District
North County Library System
Oswego County YMCA
Phoenix City School District
SUNY Oswego
Town of Granby

HEALTHCARE

Chaired by Billy Barlow
Allied Health
ConnexCare
Elemental Management
Oswego Health
Upstate Physical Therapy

HOTEL, RESTAURANT & TOURISM

Chaired by Sara Broadwell

Broadwell Hospitality
Canale's Restaurant
CenterState CEO
Childrens Museum of Oswego (CMOO)
City of Fulton
City of Fulton Parks and Recreation
City of Oswego
City of Oswego Promotion and Tourism
Discover Upstate NY
Dougston Salmon Run
Fulton Special Events
Fulton YMCA
Greater Oswego-Fulton Chamber
of Commerce
Operation Oswego County
Oswego Community Development Agency
Oswego County
Oswego County Tourism
Oswego YMCA

HOUSING

Chaired by Tim Stahl
C&S Companies
City of Fulton Community
Development Office
City of Oswego Housing Office
Fulton Savings Bank
Furdis Construction
Housing Visions
Oswego County
Oswego County Opportunities
Rowlee Construction
Town of Granby
Town of New Haven
Town of Schroepfel
Tug Hill Commission

PUBLIC AND PRIVATE

Infrastructure

Chaired by David Turner

NYS Assemblyman William
Barclay's Office
CNY Building Trades (Plumbers and Fitters)
C&S Companies
CenterState CEO
Central NY Regional Planning and
Development Board
City of Fulton
City of Oswego

County of Oswego Industrial
Development Agency
Fulton Community Development Agency
Operation Oswego County
Oswego County
Port of Oswego Authority
Town of Hastings
Town of Schroepfel
Town of West Monroe
Tug Hill Commission
Village of Mexico
Village of Phoenix

TRANSPORTATION & LOGISTICS

*Co-Chaired by Deana Michaels
and Heather Snow*

City of Fulton
Laser Transit
Nazarian Law, P. C.
Oswego County
Oswego County Office of Mobility
Management
Oswego County Opportunities:
Transportation Division
Page Trucking
Port of Oswego Authority
SUNY Oswego

WORKFORCE DEVELOPMENT

Chaired by Rachel Pierce
Cayuga Community College
CenterState CEO
CITI BOCES
MACNY
Oswego County Workforce New York
SUNY Oswego
TDO
Workforce Development Institute



Empire State Development



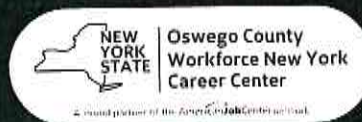
Operation Oswego County



Local. Community. Trust.



120th Assembly District
Assembly Minority Leader Will Barclay



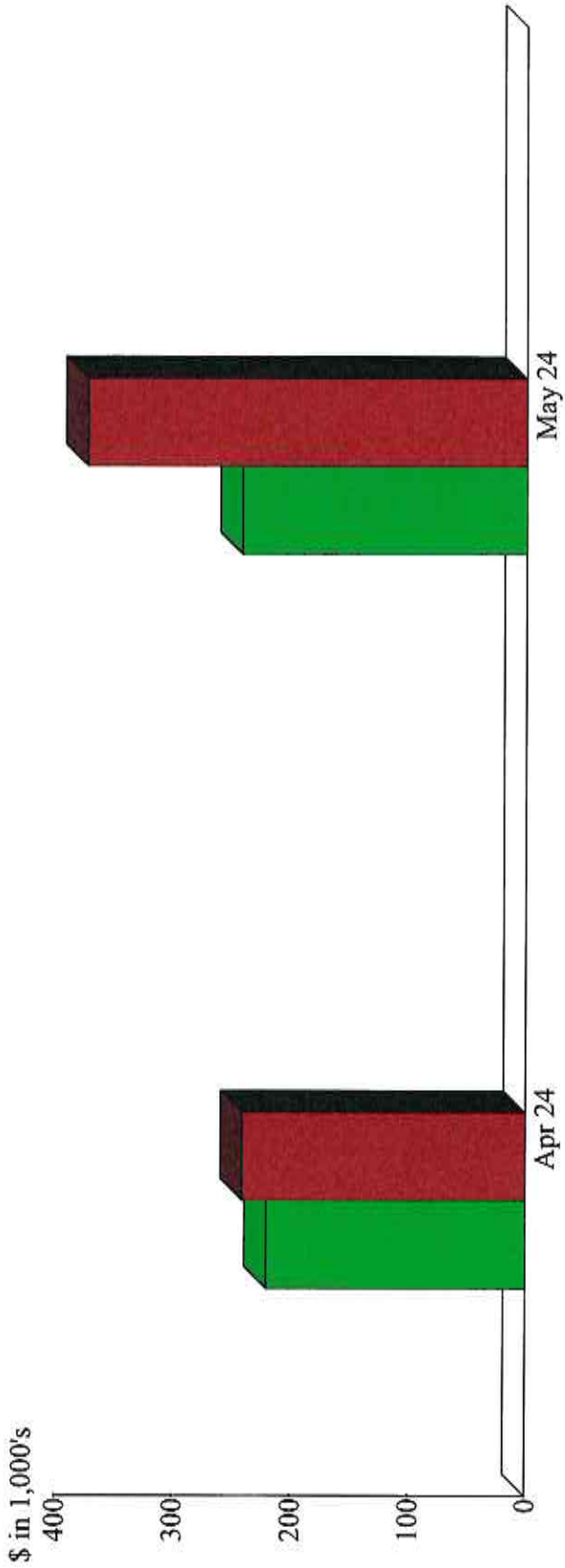
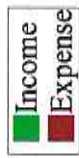
A proud partner of the America's Job Center network

Oswego County Micron Strategy Steering Committee: 2023 Annual Report

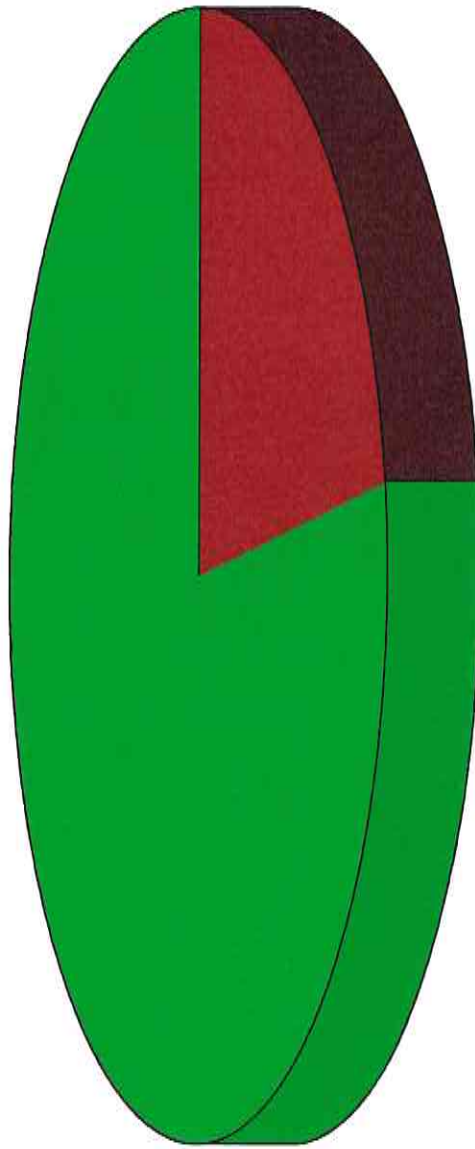
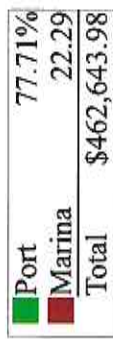
For more information and to download this report, visit oswego.edu/micron

Exhibit C-1

Income and Expense by Month
April through May 2024



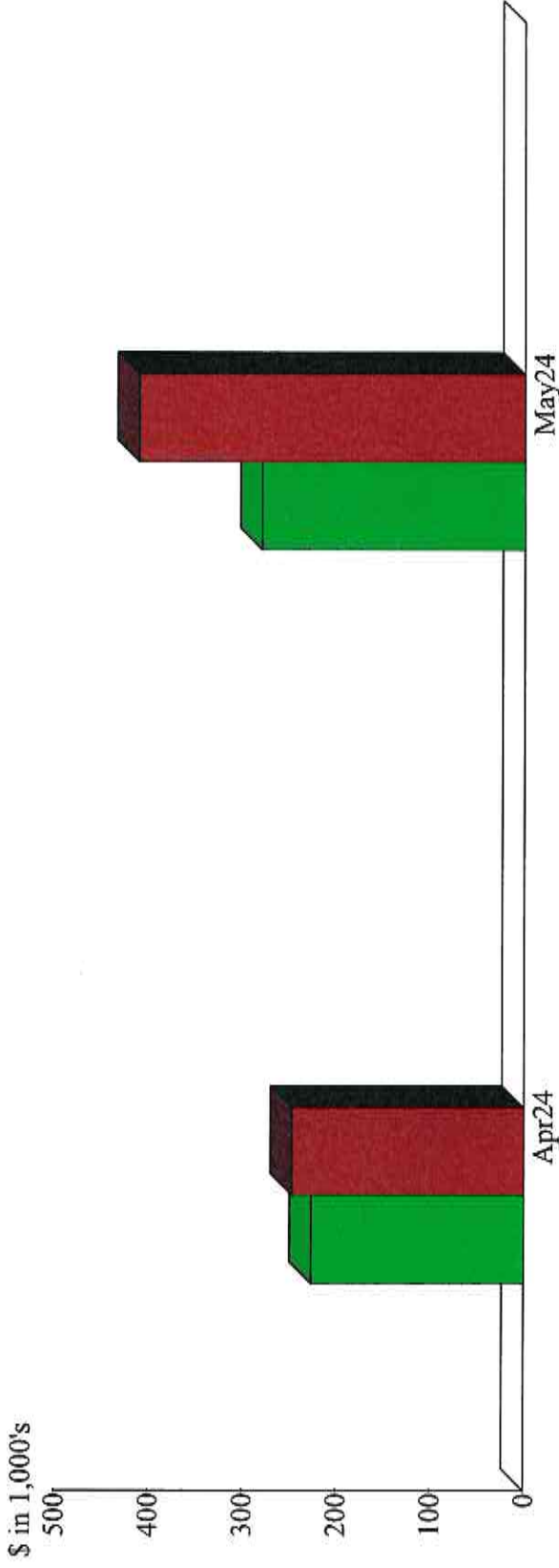
Income Summary
April through May 2024



By Class

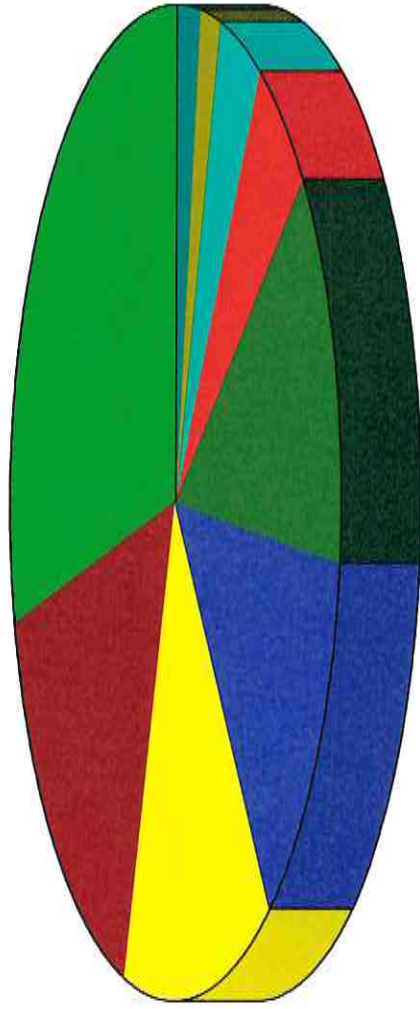
Income and Expense by Month
April through May 2024

Income
Expense



Income Summary
April through May 2024

4800000	Marina Income	28.99%
4000000	Storage	16.39
4600000	Stevedoring	14.71
4400000	Rental	13.30
4300000	Loading and Unloading	13.28
4500000	Misc Income	5.49
4200000	Wharfage	4.27
4100000	Dockage	2.04
9000000	Interest Income	1.53
Total		\$506,537.71



By Account

Port of Oswego Authority
Cash Position
 As of May 31, 2024

	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
1000600 · Imprest Fund - Key Bank					
Total 1000600 · Imprest Fund - Key Bank	317,547.36	413,335.25	591,199.73	-177,864.48	139,682.88
1000700 · Health Fund - Key Bank					
Total 1000700 · Health Fund - Key Bank	418.23	8,500.00	8,205.90	294.10	712.33
1001000 · Comptroller Fund - Key Bank					
Total 1001000 · Comptroller Fund - Key Bank	16,215.70	224,492.80	200,457.47	24,035.33	40,251.03
1001001 · Gen. State Checking - Key Bank					
Total 1001001 · Gen. State Checking - Key Bank	675,885.02	200,169.78	413,335.25	-213,165.47	462,719.55
1001500 · Key Money Market					
Total 1001500 · Key Money Market	176,440.38	127.42	0.00	127.42	176,567.80
TOTAL	<u><u>1,186,506.69</u></u>	<u><u>846,625.25</u></u>	<u><u>1,213,198.35</u></u>	<u><u>-366,573.10</u></u>	<u><u>819,933.59</u></u>

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

	May 31, 24	May 31, 23	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1000100 · Petty Cash	129.70	191.20	-61.50
1000300 · Oswego Marina - Register fund	600.00	600.00	0.00
1000600 · Imprest Fund - Key Bank	139,682.88	105,608.32	34,074.56
1000700 · Health Fund - Key Bank	712.33	1,827.04	-1,114.71
1001000 · Comptroller Fund - Key Bank	40,251.03	8,396.20	31,854.83
1001001 · Gen. State Checking - Key Bank	462,719.55	1,045,331.58	-582,612.03
1001500 · Key Money Market	176,567.80	82,928.85	93,638.95
1003200 · CD - Wtrline Maint Fund	10,212.08	0.00	10,212.08
1003300 · CD - Bldg Rehab Fund	99,255.65	88,364.11	10,891.54
Total Checking/Savings	930,131.02	1,333,247.30	-403,116.28
Accounts Receivable			
1100000 · Accounts Receivable	151,869.92	170,821.99	-18,952.07
Total Accounts Receivable	151,869.92	170,821.99	-18,952.07
Other Current Assets			
1100103 · Accounts Receivable Other	16,166.03	995.04	15,170.99
1100104 · Short term Lease Receivable	353,730.13	150,561.81	203,168.32
1201000 · Prepaid Insurance	45,294.80	35,745.43	9,549.37
1202000 · Prepaid expense	193.05	193.05	0.00
1210000 · Inventory Asset	33,142.97	36,584.60	-3,441.63
1300000 · Grant Receivable	335,422.22	2,729.07	332,693.15
1499000 · Undeposited Funds	11,996.99	2,792.69	9,204.30
Total Other Current Assets	795,946.19	229,601.69	566,344.50
Total Current Assets	1,877,947.13	1,733,670.98	144,276.15
Fixed Assets			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	14,074,827.75	0.00
1502050 · Land & Land Impr-Held for Lease	1,720,082.91	1,537,131.13	182,951.78
1502100 · Alcan Water Line	1.00	1.00	0.00
1502300 · Bldgs & Improvem-Capital Assets	8,515,160.43	8,519,141.43	-3,981.00
1502350 · Bldgs & Improvem-Held for Lease	4,060,508.32	4,019,489.22	41,019.10
1502400 · Office Equipment & Furniture	489,831.94	473,841.90	15,990.04
1502500 · Operating Equipment	3,285,287.43	3,198,247.57	87,039.86
1502501 · Equipment - Marina	313,521.60	299,821.60	13,700.00
1502550 · Lease Assets	650,694.19	452,463.00	198,231.19
1502555 · Accumulated Amortization	-12,636.48	-28,726.24	16,089.76
1502600 · Computer Software	32,872.24	32,872.24	0.00
1502800 · Acc Dep-Bldg & Impr-Cap Assets	-6,906,904.54	-6,722,169.54	-184,735.00
1502850 · Acc Dep Bldg & Impr-Held for Le	-2,445,921.00	-2,331,837.00	-114,084.00
1502900 · Acc Dep - Operating Equip	-2,451,505.33	-2,554,080.33	102,575.00
1502905 · Acc Dep - Marina equipment	-238,569.00	-239,567.00	998.00

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

	May 31, 24	May 31, 23	\$ Change
1503000 · Acc Dep - Office Equipment	-468,900.46	-462,481.46	-6,419.00
1503100 · Acc Dep-Land & Impr-Cap Assets	-8,623,469.11	-8,048,916.11	-574,553.00
1503101 · Acc Dep - Computer Software	-32,872.00	-32,872.00	0.00
1503150 · Acc Dep Land & Impr-Held for Le	-166,594.00	-96,532.00	-70,062.00
1503200 · Acc Dep - Lease Asset	-158,555.00	-158,555.00	0.00
1504200 · Cap Imp - Warehouse roof	9,135.00	0.00	9,135.00
1504900 · Cap Imp - Gas Dock Improvements	1,031.76	1,031.76	0.00
1505600 · Cap Imp - Agricultural Center	14,599,267.95	14,512,163.21	87,104.74
1505700 · Cap Imp - Marina Pumpout System	11,066.79	0.00	11,066.79
1505800 · Cap Imp - Railcar conveyor	0.00	724.05	-724.05
1506000 · Cap Imp - Marina sewer imprvmt	7,840.00	0.00	7,840.00
1506400 · Cap Imp - Warehouse doors	0.00	4,178.64	-4,178.64
1506600 · Cap Imp - RV Park	39.13	96,200.96	-96,161.83
1507800 · Cap Imp - FEMA-West 2017	779,516.10	371,021.73	408,494.37
1507802 · Cap Imp - FEMA-East 2017	1,689,658.29	1,256,437.44	433,220.85
1508600 · Cap Imp-REDI 19515-Goble Marina	1,974,297.63	544,560.44	1,429,737.19
Total Fixed Assets	30,708,713.54	28,718,418.39	1,990,295.15
Other Assets			
1100105 · Long Term Lease Receivable	1,317,654.10	1,076,074.27	241,579.83
1100106 · Interest Receivable	3,732.53	2,443.53	1,289.00
1800000 · Pension - Deferred Outflow	416,815.00	-190,195.00	607,010.00
1800001 · Deferred Outflow - OPEB	251,739.00	385,391.00	-133,652.00
Total Other Assets	1,989,940.63	1,273,713.80	716,226.83
TOTAL ASSETS	34,576,601.30	31,725,803.17	2,850,798.13
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000100 · Accounts Payable	252,457.23	92,551.55	159,905.68
Total Accounts Payable	252,457.23	92,551.55	159,905.68
Credit Cards			
2000101 · Key Bank - Bill Mastercard	7,819.21	1,142.19	6,677.02
2000103 · Lowe's credit card	1,220.31	4,133.20	-2,912.89
Total Credit Cards	9,039.52	5,275.39	3,764.13
Other Current Liabilities			
2000200 · Retainage Payable	15,544.74	52,157.76	-36,613.02
2000300 · Accounts Payable Other	58,117.42	860.38	57,257.04
2000610 · Deposits received	25,000.00	0.00	25,000.00
2001000 · Accrued Salaries	37,372.40	37,502.49	-130.09
2001200 · Accrued Compensation	74,102.28	58,468.03	15,634.25
2001600 · Accrued NYS Retirement Withheld	2,084.37	1,457.68	626.69
2001700 · NYS Retirement Loan Withheld	1,083.00	1,134.00	-51.00

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

	May 31, 24	May 31, 23	\$ Change
2001800 · NYS Retirement Arrears Withheld	526.08	0.00	526.08
2002000 · Medical FSA Withheld	0.00	117.31	-117.31
2002400 · Support Collection Withheld	87.00	0.00	87.00
2002500 · Accrued Dental Ins Withheld	325.80	0.00	325.80
2002700 · Accrued NYS PFL withheld	2,520.72	2,272.85	247.87
2003000 · #1570A Pension Fund	35,248.81	30,326.13	4,922.68
2003100 · 1570 1% Checkoff Withheld	489.25	420.66	68.59
2003200 · 1570 1/10% Checkoff Withheld	48.95	42.07	6.88
2003300 · 1570A 9/10% Checkoff Withheld	440.35	378.61	61.74
2003401 · 1570A Local Dues Withheld	892.38	767.75	124.63
2003600 · CSEA dues Withheld	0.00	238.21	-238.21
2003800 · Deferred Comp Liability	583.71	561.51	22.20
2005600 · Payments on Insurance Claims	961.95	961.95	0.00
2005700 · Short Term Lease Liability	183,767.26	147,563.82	36,203.44
2550000 · Sales Tax Payable	398.95	221.38	177.57
Total Other Current Liabilities	439,595.42	335,452.59	104,142.83
Total Current Liabilities	701,092.17	433,279.53	267,812.64
Long Term Liabilities			
2500400 · NYS Retirement Employer Contri	3,816.00	10,289.00	-6,473.00
2500500 · Advances from NYS	3,405,925.71	3,455,925.71	-50,000.00
2500600 · Vehicle Note Payable	43,849.13	0.00	43,849.13
2501400 · OPEB liability	1,655,480.00	1,559,497.00	95,983.00
2502200 · Note Payable-SANY Forklift-LEAF	415,287.82	0.00	415,287.82
2503500 · Long Term Lease Liability	300,268.37	120,547.96	179,720.41
2600000 · Net Pension Liability - ERS	491,403.00	-187,532.00	678,935.00
2800001 · Deferred Inflow - OPEB	878,276.00	1,084,415.00	-206,139.00
2800002 · Deferred Inflow - Lessor	1,605,098.25	1,193,525.98	411,572.27
Total Long Term Liabilities	8,799,404.28	7,236,668.65	1,562,735.63
Total Liabilities	9,500,496.45	7,669,948.18	1,830,548.27
Equity			
3000500 · Contributed Capital	144,946.00	144,946.00	0.00
3001000 · Contributed Capital - Federal	45,777.00	45,777.00	0.00
3001500 · Grant from NYS	2,253,367.90	2,253,367.90	0.00
3001600 · Grant MultiCodul Capital Proj	2,073,783.33	2,073,783.33	0.00
3001700 · Grant-MultiModal	370,000.00	370,000.00	0.00
3001800 · Grant Energy Savings	60,000.00	60,000.00	0.00
3005000 · Retained Earnings	20,279,672.02	19,678,911.68	600,760.34
Net Income	-151,441.40	-570,930.92	419,489.52
Total Equity	25,076,104.85	24,055,854.99	1,020,249.86
TOTAL LIABILITIES & EQUITY	34,576,601.30	31,725,803.17	2,850,798.13

Port of Oswego Authority
Profit & Loss
May 2024

	Period to Date			Year to Date			% Variance from Budget
	Actual	Prior	Budget	Actual	Prior	Budget	
					Variance To Prior	\$ Over Budget	
Ordinary Income/Expense							
Income							
4000000 · Storage	39,397.59	11,513.65	32,791.67	82,999.36	26,419.69	65,579.67	17,416.06
4100000 · Dockage	7,047.83	1,400.00	11,111.12	10,323.97	7,097.77	3,226.20	-11,898.26
4200000 · Wharfage	15,845.87	7,972.92	25,555.56	21,641.76	23,458.88	-1,817.12	-29,469.34
4300000 · Loading and Unloading	49,941.90	45,439.08	51,708.33	67,290.56	89,390.07	-22,099.51	-36,126.11
4400000 · Rental	33,688.80	33,202.37	58,688.80	67,377.60	66,155.08	1,222.52	-50,000.00
4500000 · Misc Income	24,524.27	1,385.63	35,975.00	27,795.72	7,360.67	20,435.05	-44,154.28
4600000 · Stevedoring	40,609.68	38,977.60	135,111.12	74,520.00	136,878.60	-62,358.60	-195,702.23
4750000 · Profit Share	0.00	0.00	7,500.00	0.00	0.00	0.00	-15,000.00
4800000 · Marina Income	64,211.07	53,092.51	97,337.16	146,853.15	141,628.02	5,225.13	-47,821.14
4850000 · RV Park	0.00	0.00	400.00	0.00	0.00	0.00	-400.00
Total Income	275,267.01	192,983.76	456,178.76	498,802.12	498,388.78	413.34	-413,155.30
Cost of Goods Sold							
4900000 · Cost of Goods Sold	37,894.41	32,630.88	48,571.43	43,893.73	36,529.48	7,364.25	-53,249.12
Total COGS	37,894.41	32,630.88	48,571.43	43,893.73	36,529.48	7,364.25	-53,249.12
Gross Profit	237,372.60	160,352.88	407,607.33	454,908.39	461,859.30	-6,950.91	-359,906.18
Expense							
5000000 · Personal Service	173,841.16	157,413.17	195,631.95	259,737.10	237,783.62	21,953.48	-56,645.85
6050000 · Travel Expense	386.31	76.94	708.34	442.30	160.87	281.43	-974.37
6100000 · Auto Expense	142.37	1,678.48	333.33	142.37	1,722.02	-1,579.65	-524.30
6110000 · Fuel expense	1,937.01	4,261.27	3,933.33	3,175.72	5,559.13	-2,383.41	-4,690.95
6150000 · Office Supplies	12,431.33	7,605.22	5,250.00	25,590.29	25,151.75	438.54	15,090.29
6150200 · General Insurance Expense	28,432.27	50,851.63	29,046.92	56,870.57	51,644.85	5,225.72	-1,223.26
6200000 · Advertising & Printing	3,800.18	3,931.47	3,333.33	3,800.18	5,164.59	-1,364.41	-2,866.49
6250000 · Communications	670.47	728.93	916.67	1,284.81	1,357.07	-72.26	-548.52
6250000 · FTZ expenses	0.00	0.00	83.33	0.00	0.00	0.00	-166.67
6300000 · Fuel, Light & Power	2,006.79	11,504.03	5,166.67	5,499.61	11,608.42	-6,108.81	-4,833.72
6350000 · Household Supplies	1,591.17	1,816.23	2,208.33	4,624.92	3,800.38	824.54	208.25
6400000 · Payroll Taxes	12,816.38	11,373.67	0.00	19,902.60	18,379.50	1,523.10	19,902.60
6450000 · Health Insurances	26,211.50	21,181.26	0.00	50,700.15	43,517.06	7,183.09	50,700.15
6500000 · ILA Pension	35,248.81	30,326.13	33,333.36	43,445.06	41,929.26	1,515.80	-23,221.63
6520000 · CSEA Workboots/Workclothes	0.00	0.00	83.34	0.00	0.00	0.00	-166.67
6550000 · Special Supplies	6,264.69	5,202.76	6,250.00	15,813.02	13,509.24	2,303.78	3,313.02
655130a · Spec Supp & Ex - Metered Water	0.00	0.00	281.67	318.17	289.67	28.50	-265.16

Port of Oswego Authority
Profit & Loss
May 2024

	Period to Date			Year to Date				% Variance from Budget	
	Actual	Prior	Budget	Actual	Prior	Variance To Prior	Budget		
6551500 · Spec Supp & Ex - Comm Support	10,000.00	100.00	1,062.50	10,000.00	11,700.00	-1,700.00	2,125.00	7,875.00	370.6%
6560000 · Professional Services	17,449.68	18,938.55	11,166.67	13,803.91	19,947.56	-6,143.65	22,333.33	-8,529.42	-38.2%
6570000 · Marina Supp & Expenses	6,762.42	5,540.99	7,847.03	10,616.22	9,063.97	1,552.25	15,694.06	-5,077.84	-32.4%
6580000 · Education/Training	0.00	0.00	24.92	995.00	0.00	995.00	49.84	945.16	1896.4%
6590000 · Technical Services	0.00	0.00	1,643.11	0.00	7,020.00	-7,020.00	3,286.23	-3,286.23	-100.0%
660000a · Repairs & Maintenance	4,852.14	11,851.05	6,333.33	30,543.90	25,668.63	4,875.27	12,666.67	17,877.23	141.1%
6670000 · House Gasoline	359.93	151.21	0.00	519.86	166.89	352.97	0.00	519.86	100.0%
6700000 · Rentals	0.00	10,155.00	1,041.67	0.00	10,155.00	-10,155.00	2,083.33	-2,083.33	-100.0%
6700200 · Lease-Track Mobile	0.00	0.00	2,558.00	0.00	0.00	0.00	5,116.00	-5,116.00	-100.0%
6700300 · Lease - other equipment leases	4,400.00	-147.00	16,388.00	5,596.00	-147.00	5,743.00	32,776.00	-27,180.00	-82.9%
6700301 · Lease - vehicles	0.00	0.00	292.92	0.00	0.00	0.00	585.84	-585.84	-100.0%
6750000 · Write offs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6800000 · Museum	770.88	1,293.51	750.00	1,526.83	3,044.68	-1,517.85	1,500.00	26.83	1.8%
6850000 · Interest Expense	5,811.81	720.91	3,333.33	10,461.51	3,483.70	6,977.81	6,666.67	3,794.84	56.9%
6900000 · Freight Expense	962.72	860.87	458.33	1,254.17	1,119.76	134.41	916.67	337.50	36.8%
Total Expense	356,750.02	357,416.28	339,470.38	576,664.27	552,800.62	23,863.65	604,059.79	-27,395.52	-4.5%
Net Ordinary Income	-119,377.42	-197,063.40	68,136.95	-121,755.88	-90,941.32	-30,814.56	210,754.78	-332,510.66	-157.8%
Other Income/Expense									
Other Income									
8999999 · Interest Income - Leases	0.00	2,443.67	0.00	0.00	4,913.61	-4,913.61	0.00	0.00	0.0%
9000000 · Interest Income	4,861.36	4,409.62	3,000.00	7,735.59	10,526.29	-2,790.70	6,000.00	1,735.59	28.9%
9000001 · Grant - Agricultural Center	0.00	0.00	0.00	0.00	-87,804.68	87,804.68	0.00	0.00	0.0%
9000011 · Grants - miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
9000014 · NYS Grant Pin 3935.59 ET Pier	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
9000017 · FEMA DR 4348	0.00	0.00	0.00	0.00	-630,250.40	630,250.40	0.00	0.00	0.0%
9000020 · Auction / Sale of equipment	0.00	0.00	0.00	0.00	265,000.00	-265,000.00	0.00	0.00	0.0%
9001400 · REDI - Goble Marina	0.00	0.00	0.00	0.00	-28,084.28	28,084.28	0.00	0.00	0.0%
Total Other Income	4,861.36	6,853.29	3,000.00	7,735.59	-465,699.46	473,435.05	6,000.00	1,735.59	28.9%
Other Expense									
9000700 · Profit Sharing Exp - Castaloo	0.00	0.00	0.00	0.00	-14,436.10	14,436.10	0.00	0.00	0.0%
9005500 · Amortization Expense	16,696.16	14,363.12	0.00	37,686.74	28,726.24	8,960.50	0.00	37,686.74	100.0%
Total Other Expense	16,696.16	14,363.12	0.00	37,686.74	14,290.14	23,396.60	0.00	37,686.74	100.0%
Net Other Income	-11,834.80	-7,509.83	3,000.00	-29,951.15	-479,989.60	450,038.45	6,000.00	-35,951.15	-599.2%
Net Income	-131,212.22	-204,573.23	71,136.95	-151,707.03	-570,930.92	419,223.89	216,754.78	-368,461.81	-170.0%

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

Ordinary Income/Expense	Apr - May 24	Apr - May 23	\$ Change
Income			
4400000 · Rental	200.00	200.00	0.00
4800000 · Marina Income			
4800100 · Marina Inc - Slip Rental	77,100.00	83,200.00	-6,100.00
4800101 · Marina Inc-Transient mooring	6,693.50	5,630.50	1,063.00
4800200 · Marina Inc - Misc	25.00	335.00	-310.00
4800300 · Marina Inc - Storage	500.00	0.00	500.00
4800400 · Marina Inc - Gas Sales	56,098.29	47,646.52	8,451.77
4800500 · Marina Inc-Gin Pole	3,598.00	1,831.00	1,767.00
4800501 · Marina Inc-Hoist	637.00	812.00	-175.00
4800600 · Marina-FishClean/OYC/Barn Rent	1,200.00	1,200.00	0.00
4800800 · Marina Inc - Towing services	525.00	0.00	525.00
4800900 · Marina Inc - Service/Labor	46.68	612.50	-765.82
4801100 · Marina Inc - Tackle	0.50	4.80	-4.30
4801200 · Marina Inc - Boat Supply	135.45	44.49	90.96
4801400 · Marina Inc - Beverages	5.25	0.00	5.25
4801500 · Marina Inc - Snacks	17.50	2.50	15.00
4801700 · Marina Inc - Ice	45.00	75.00	-30.00
Total 4800000 · Marina Income	146,627.17	141,594.31	5,032.86
Total Income	146,827.17	141,794.31	5,032.86
Cost of Goods Sold	43,711.18	36,502.52	7,208.66
Gross Profit	103,115.99	105,291.79	-2,175.80
Expense			
5000000 · Personal Service	35,349.79	20,288.13	15,061.66
615000a · Office Supplies	2,055.73	2,988.97	-933.24
635000a · Household Supplies	384.30	57.00	327.30
640000a · Payroll Taxes	3,290.34	1,868.34	1,422.00
645000a · Health Insurances	779.90	683.55	96.35
655000a · Special Supplies			
6550000 · Spec Supp & Ex - Miscellaneous	103.19	0.00	103.19
6550200 · Spec Supp & Ex - Dump Fees	329.76	312.34	17.42
6550500 · Spec Supp & Ex - New Signage	0.00	748.27	-748.27
6551202 · Spec Supp & Ex - Safety	24.95	0.00	24.95
6551400 · Spec Supp & Ex - Port H2O use	0.00	20.95	-20.95
6551600 · Spec Supp & Ex - Discounts Used	-0.44	-18.19	17.75
Total 655000a · Special Supplies	457.46	1,063.37	-605.91
6570000 · Marina Supp & Expenses			
6571000 · MarinaSupp & Ex-Misc	2,334.52	1,471.25	863.27
6571200 · MarinaSupp & Ex-Maintenance	0.00	0.00	0.00
6571201 · MarinaSupp & Ex-Equip repairs	1,060.89	1,678.59	-617.70
6571300 · MarinaSupp & Ex-Utilities	1,938.50	2,111.81	-173.31
6571400 · MarinaSupp & Ex-Credit Card Exp	5,078.35	3,647.36	1,430.99
6571600 · MarinaSupp & Ex-Winterlz costs	0.00	59.98	-59.98
6571700 · MarinaSupp & Ex-Cable	239.96	94.98	144.98
Total 6570000 · Marina Supp & Expenses	10,652.22	9,063.97	1,588.25
660000a · Repairs & Maintenance	1,023.99	50.39	973.60
6670000 · House Gasoline	341.86	95.23	246.63
6700300 · Lease - other equipment leases	1,140.00	1,140.00	0.00
6900000 · Freight Expense	74.52	50.00	24.52
Total Expense	55,550.11	37,348.95	18,201.16
Net Ordinary Income	47,565.88	67,942.84	-20,376.96
Net Income	47,565.88	67,942.84	-20,376.96

Exhibit C-2

**Port of Oswego Authority
Imprest Bills**

May 7, 2024

W-14

Benefit Resource, Inc.		\$477.50
	Beniversal Card Activation, Monthly Administration Fee, & Annual Compliance Support	
Blake Equipment		\$43.98
	Float Switch for East-side Marina Septic Pumps	
Bond, Schoeneck & King, PLLC		\$1,115.00
	Legal Fees - Grievance Arbitration, ILA Negotiations	
Brady Systems		\$9,062.21
	Rail Scale Calibration with Oswego County	
Burke's Do-it-Best Home Center		\$52.54
	Folding Utility Knife, Lag Screw, Washer, Misc. Nuts & Bolts, & Polybraid Rope, & Credit	
Butler Disposal Systems Inc		\$254.65
	Recycle Service, Trash Service, & Dumpster Rental	
Cintas		\$195.51
	Work Uniforms, Floor Mats	
CIT Group Inc		\$2,558.00
	Trackmobile Lease	
Ed & Ed Business Technology, Inc.		\$87.93
	Contract Charge for Copiers	
Emerson Oil Co., Inc.		\$1,269.40
	Shop Use Items - Tract Fluid	
Glider Oil		\$5,521.63
	Marina Gasoline, Port Propane	
Lakeshore Supply		\$725.00
	Pressure Reducing Valve for Goble Bathhouse	
LEAF		\$8,258.53
	Heavy Forklift Payment	
Lockwood Septic Service CDS, Inc.		\$160.00
	Septic Pump-Out for the Kaho	
Mohawk Global Logistics Corp		\$62.50
	FTZ Consulting	
NaGr #-09104 Lighting-1 Gate, 1 NE Corner		\$108.83
	Electric Delivery & Supply (1 Account)	

**Port of Oswego Authority
Imprest Bills**

May 7, 2024
W-14

Oswego Harbor Festivals, Inc.	Annual Sponsorship for 2024 Harborfest	\$10,000.00
Paychex	Payroll Administration & Fees	\$1,152.79
Pups Lock & Key	Extra Keys made for Security	\$100.00
Thompson & Johnson Equipment Co., Inc.	Two Forklift Leases	\$1,196.00
Uline	Storm Drain Filter & Freight	\$292.43
		<hr/> \$42,694.43

**Port of Oswego Authority
Imprest Bills**

May 14, 2024
W-15

Allen Chase Enterprises, Inc.		\$3,985.00
	Herbicide Spraying on Port Property	
Bousquet Holstein PLLC		\$1,496.25
	Legal Counsel - Hammermill Assignment of Rent, General Counsel, & SEQR Review of Grain Handling Project	
City of Oswego Water - #006583-000		\$90.45
	Lake Road Water Bill	
City of Oswego Water - 000004-000		\$227.72
	1 East 2nd Street Water Bill	
Computer Outlet North, Inc.		\$171.00
	Monthly E-Mails & Cloud Back-up	
Glider Oil		\$292.37
	Port Propane	
Haun Welding Supply Inc.		\$200.31
	Cylinder Rental - January, April, & May	
National Grid		\$5,310.59
	Electric Delivery & Supply, Gas Services - 14 Accounts	
NYS Insurance Fund - WC		\$3,581.71
	Monthly Worker's Compensation Premium	
Shark Welding & Repair Service		\$8,680.00
	Dock Spuds - East Marina	
Trux Outfitter - Fulton		\$271.96
	Lawn Mower Blades & Spindal for Ferris Lawn Mower	
Verizon Business		\$126.82
	Cell Phones for Bill, Pat, Tammy, & George	
WEX Inc.		\$274.97
	Fuel for Port Vehicles	
		<hr/> \$24,709.15

**Port of Oswego Authority
Imprest Bills**

May 21, 2024

W-19

Nutrien Ag Solutions - CPS	Reimbursement of a portion of CSX Charges	\$20,000.00
American Great Lakes Ports Association	AGLPA Membership Dues - 2nd Quarter 2024	\$4,589.25
AmVet Office Supplies, LLC	Office Supplies - Copy Paper	\$128.50
Business Council of NYS, Inc.	Life, AD&D, & LTD Insurance	\$374.84
C&S Engineers, Inc.	Professional Services - Multi-Sector Permit & SWPPP, & East 1st Street	\$4,958.43
Chirello Advertising	Advertising & News Releases - April & May 2024	\$3,516.18
Glider Oil	Port Propane, Marina Gasoline	\$9,001.25
GM Financial Leasing	Equinox Monthly Lease Payment	\$292.92
LexisNexis	Legal Information	\$206.00
Lowe's	Monthly Credit Card Charges	\$771.29
Pathfinder Bank - 2024 Chevy P/U	Monthly Vehicle Loan	\$833.15
Paychex	Payroll Administration & Fees	\$1,198.85
Paychex	Payroll Administration & Fees	\$1,186.53
Taylor Northeast, Inc.	Forklift Rentals (13)	\$12,558.00
Wells Fargo Financial Leasing	Doosan Lease	\$4,400.00
S&B Computer and Office Products, Inc.	Office Supplies - Port Water Cooler Rental, USGS Water Cooler Rental, & Credits	\$47.90

\$64,063.09

**Port of Oswego Authority
Imprest Bills**

May 28, 2024

W-21

C-Port Marina Assistance Company		\$750.00
	Membership Dues for TowBoat U.S. Oswego	
C&S Engineers, Inc.		\$8,004.00
	Professional Services - Grain Handling, Construction Administration	
Cintas		\$370.35
	Work Uniforms, Floor Mats, Shop Supplies	
Cooper Electric		\$144.66
	Electrical Parts & Materials for Goble Marina Restroom, Credit	
CSEA Employee Benefit Fund		\$1,504.46
	Employee Dental & Vision Insurance	
Diamond Roofing Company, Inc.		\$9,135.00
	Repairs to the North-end of Warehouse Roof	
Glider Oil		\$547.88
	Port Propane	
Grainger		\$131.60
	Stair Tread Cover for front stairs to Office Building	
LEAF		\$156.99
	Copier Lease	
Lindsey Aggregates, Inc.		\$688.00
	Limestone for Parking Lot to fill in holes at Lehigh (west-side)	
Oswego Auto Parts		\$1,204.95
	Engine Oil & Wiper Blades for 2008 Jeep, Antifreeze for Forklifts, Air Filters for ForkliftsChain Cable Lube, Clamps, Tire Sealant, Battery & Filter for Dozer	
Oswego Hospital (Oswego Health Inc)		\$60.00
	Physical Exam (Industrial Basic) for Employee	
Rental Warehouse, Inc.		\$1,338.49
	Mini Excavator Rental for Goble Marina & Dome 4 (Shark Welding)	
S&B Computer and Office Products, Inc.		\$354.57
	Port Water, Household Supplies, USGS Water	
Thompson & Johnson Equipment Co., Inc.		\$365.00
	Forklift Pick-up Lease Returns, Delivery Charges	
Young/Sommer, LLC		\$900.00
	Legal Counsel - Dome 4 Development Project & Eminent Domain	

\$25,655.95

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

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
4Imprint	324.19	0.00	0.00	0.00	0.00	0.00	324.19
Aflac	1,628.64	0.00	0.00	0.00	0.00	0.00	1,628.64
AmVet Office Supplies, LLC	75.65	0.00	0.00	0.00	0.00	0.00	75.65
Avaya Financial Services	2,145.50	0.00	0.00	0.00	0.00	0.00	2,145.50
Babcock Highway Supply, Inc.	132.00	0.00	0.00	0.00	0.00	0.00	132.00
Benefit Resource, Inc.	100.00	0.00	0.00	0.00	0.00	0.00	100.00
Bond, Schoeneck & King, PLLC	437.50	0.00	0.00	0.00	0.00	0.00	437.50
Bowers CPAs and Advisors	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00
Burke's Do-it-Best Home Center	1,333.95	0.00	0.00	0.00	0.00	0.00	1,333.95
Butler Disposal Systems Inc	243.65	0.00	0.00	0.00	0.00	0.00	243.65
C&S Engineers, Inc.	45,813.66	0.00	0.00	0.00	0.00	0.00	45,813.66
Cintas	195.51	0.00	0.00	0.00	0.00	0.00	195.51
CIT Group Inc	2,558.00	0.00	0.00	0.00	0.00	0.00	2,558.00
City of Oswego Water - #005071-000	180.00	0.00	0.00	0.00	0.00	0.00	180.00
City of Oswego Water - #005430-000	180.00	0.00	0.00	0.00	0.00	0.00	180.00
City of Oswego Water - #005825-000	180.00	0.00	0.00	0.00	0.00	0.00	180.00
Computer Outlet North, Inc.	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Cooper Electric	250.27	0.00	0.00	0.00	0.00	0.00	250.27
CSX Transportation	0.00	300.00	0.00	0.00	0.00	0.00	300.00
FedEx (Express & Ground)	21.50	0.00	0.00	0.00	0.00	0.00	21.50
Glider Oil	45,606.24	0.00	0.00	0.00	0.00	0.00	45,606.24
J&A Mechanical Contractors, Inc.	611.26	0.00	0.00	0.00	0.00	0.00	611.26
Key Bank - B	2,286.70	0.00	0.00	0.00	0.00	0.00	2,286.70
LEAF	8,258.53	0.00	0.00	0.00	0.00	0.00	8,258.53
LexisNexis	412.00	0.00	0.00	0.00	0.00	0.00	412.00
Mohawk Global Logistics Corp	187.50	0.00	0.00	0.00	0.00	0.00	187.50
NaGr #-04008 Security Gate, Entrance Elec	102.01	0.00	0.00	0.00	0.00	0.00	102.01
NaGr #-09104 Lighting-1 Gate, 1 NE Corner	110.46	0.00	0.00	0.00	0.00	0.00	110.46
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)	878.07	0.00	0.00	0.00	0.00	0.00	878.07
NaGr #-38107 Gas Museum	75.61	0.00	0.00	0.00	0.00	0.00	75.61
NaGr #-38118 Marina - Unit B	364.66	0.00	0.00	0.00	0.00	0.00	364.66
NaGr #-39107 F&W	851.47	0.00	0.00	0.00	0.00	0.00	851.47
NaGr #-40109 Electric Derrick	22.56	0.00	0.00	0.00	0.00	0.00	22.56
NaGr #-40127 11 Lake St Gas & Elec.	47.08	0.00	0.00	0.00	0.00	0.00	47.08
NaGr #-47025 Marina - Pier B	403.19	0.00	0.00	0.00	0.00	0.00	403.19
NaGr #-74022 Vinegar Hill	20.40	0.00	0.00	0.00	0.00	0.00	20.40
NaGr #-83002 - 22 Mercer - Security Pole	23.98	0.00	0.00	0.00	0.00	0.00	23.98
NYS Dept. of Agriculture & Markets	15.00	0.00	0.00	0.00	0.00	0.00	15.00
Oswego Auto Parts	60.35	0.00	0.00	0.00	0.00	0.00	60.35
Pitney Bowes Global Financial Serv LLC	201.18	0.00	0.00	0.00	0.00	0.00	201.18
Raby's Ace Homecenter	21.58	0.00	0.00	0.00	0.00	0.00	21.58
Rapid Refill	55.54	0.00	0.00	0.00	0.00	0.00	55.54
S&B Computer and Office Products, Inc.	806.93	0.00	0.00	0.00	0.00	0.00	806.93
Shark Welding & Repair Service	17,200.00	0.00	0.00	0.00	0.00	0.00	17,200.00
Spectrum Business (Marina)	119.98	0.00	0.00	0.00	0.00	0.00	119.98
Spectrum Business (Port)	149.97	0.00	0.00	0.00	0.00	0.00	149.97
Stitches with Neicey	892.00	0.00	0.00	0.00	0.00	0.00	892.00
Taylor Northeast, Inc.	596.48	0.00	0.00	0.00	0.00	0.00	596.48
WD Malone	100,345.37	0.00	0.00	0.00	0.00	0.00	100,345.37
Wells Fargo Financial Leasing	4,400.00	0.00	0.00	0.00	0.00	0.00	4,400.00
WEX Inc.	210.71	0.00	0.00	0.00	0.00	0.00	210.71
TOTAL	252,157.23	300.00	0.00	0.00	0.00	0.00	252,457.23

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

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
*Transient	0.00	0.00	0.00	0.00	2,490.62 ¹	2,490.62
Algoma Central Corporation	0.00	3,771.69	0.00	0.00	0.00	3,771.69
ARG International	9,302.88	0.00	0.00	0.00	0.00	9,302.88
Dean Marine & Excavating, Inc	20,657.50	0.00	0.00	0.00	0.00	20,657.50
Enwright, Fran	0.00	0.00	0.00	700.00 ²	0.00	700.00
General Services Admin.	8,939.81	0.00	0.00	0.00	0.00	8,939.81
Glencore LTD.	9,331.61	0.00	0.00	0.00	0.00	9,331.61
Goldman Sachs & Co	6,619.34	0.00	0.00	0.00	0.00	6,619.34
Gunvor SA	15,784.23	0.00	0.00	0.00	0.00	15,784.23
Kerr, James	0.00	0.00	0.00	0.00	1,494.78 ³	1,494.78
Manning, Greg	0.00	0.00	0.00	0.00	864.00 ⁴	864.00
Marubeni America Corp.	33,928.84	0.00	0.00	0.00	0.00	33,928.84
McKeil Marine	1,950.06	2,387.81	425.00	0.00	0.00	4,762.87
Mitsubishi International Corporation	4,658.23	0.00	0.00	0.00	0.00	4,658.23
Monette, Edward	0.00	0.00	0.00	0.00	-50.00	-50.00
Novelis-Oswego Works	0.00	3,455.95	0.00	0.00	0.00	3,455.95
Nutrien Ag Solutions - CPS	18,076.57	0.00	0.00	0.00	0.00	18,076.57
Oswego Yacht Club	0.00	-100.00	0.00	0.00	0.00	-100.00
Ryan, Patrick	0.00	0.00	0.00	0.00	756.00 ⁵	756.00
Shark-Attach, LLC	0.00	425.00	0.00	0.00	0.00	425.00
WT Terminal Oswego, LLC	6,000.00	0.00	0.00	0.00	0.00	6,000.00
TOTAL	135,249.07	9,940.45	425.00	700.00	5,555.40	151,869.92

1. He called and will make payment
2. Paid deposit, slip to be determined
3. Making monthly payments
4. No response, letter going out
5. No response, letter going out

Port of Oswego Authority
Loan Summary
as of May 31, 2024

<u>Name</u>	<u>Loan Balance</u>	<u>Available</u>	<u>Rate</u>
NYS first advances	\$ 3,405,925.71	\$ -	0.000%
Pathfinder Bank - LOC	\$ -	\$ 500,000.00	7.500%
Pathfinder Bank - LOC FEMA/REDI	\$ -	\$ 1,400,000.00	7.500%
Note Payable - SANY Forklift	\$ 415,287.82	\$ -	7.750%
Note Payable - 2024 Chevy Silverado	\$ 43,849.13	\$ -	6.875%

Port of Oswego Authority
Schedule of Assets
As of May 31, 2024

	<u>Cost</u>	<u>Accum. Depr.</u>	<u>Net Book Value</u>
Fixed Assets			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	-8,623,469.11	5,451,358.64
1502050 · Land & Land Impr-Held for Lease	1,720,082.91	-166,594.00	1,553,488.91
1502100 · Alcan Water Line	1.00	0.00	1.00
1502300 · Bldgs & Improvem-Capital Assets	8,515,160.43	-6,906,904.54	1,608,255.89
1502350 · Bldgs & Improvem-Held for Lease	4,060,508.32	-2,445,921.00	1,614,587.32
1502400 · Office Equipment & Furniture	489,831.94	-468,900.46	20,931.48
1502500 · Operating Equipment	3,285,287.43	-2,451,505.33	833,782.10
1502501 · Equipment - Marina	313,521.60	-238,569.00	74,952.60
1502550 · Lease Assets	650,694.19	-158,555.00	492,139.19
1502600 · Computer Software	32,872.24	-32,872.24	0.00
Total Fixed Assets	<u>33,142,787.81</u>	<u>-21,493,290.68</u>	<u>11,649,497.13</u>

Port of Oswego Authority
YTD Sales Report
April through May 2024

	<u>Apr - May 24</u>	<u>%</u>	<u>Apr - May 23</u>	<u>%</u>	<u>\$ Change</u>
Income					
4000000 · Storage					
4002800 · Storage - Marubeni	5,450.79	1.09%	1,815.45	0.36%	3,635.34
4002900 · Storage - Glencore	16,937.82	3.40%	0.00	0.00%	16,937.82
4003000 · Storage - Goldman Sachs	13,238.68	2.65%	1,178.54	0.24%	12,060.14
4003300 · Storage - ARG Intl.	12,571.34	2.52%	0.00	0.00%	12,571.34
4003400 · Storage - Mercuria	794.18	0.16%	10.43	0.00%	783.75
4003500 · Storage - Mitsubishi	789.70	0.16%	155.89	0.03%	633.81
4003600 · Storage - The Andersons	0.00	0.00%	16,480.00	3.31%	-16,480.00
4003900 · Storage - Kuehne & Nagel	0.00	0.00%	290.05	0.06%	-290.05
4004100 · Storage - SQC Metals	15,794.14	3.17%	0.00	0.00%	15,794.14
4005000 · Storage - Miscellaneous	4,100.00	0.82%	4,393.22	0.88%	-293.22
4008100 · Storage - IXM	13,322.71	2.67%	2,096.11	0.42%	11,226.60
Total 4000000 · Storage	82,999.36	16.64%	26,419.69	5.30%	56,579.67
4100000 · Dockage					
4100100 · Dockage - Algoma Central	3,771.69	0.76%	3,771.69	0.76%	0.00
4100200 · Dockage - Lehigh (Heidelberg)	2,652.16	0.53%	2,126.08	0.43%	526.08
4102700 · Dockage - McKeil Marine	3,900.12	0.78%	1,200.00	0.24%	2,700.12
Total 4100000 · Dockage	10,323.97	2.07%	7,097.77	1.42%	3,226.20
4200000 · Wharfage					
4200100 · Wharfage - Nutrien Ag	8,112.62	1.63%	2,421.23	0.49%	5,691.39
4200200 · Wharfage - Lehigh (Heidelberg)	5,668.70	1.14%	6,447.61	1.29%	-778.91
4202500 · Wharfage - Marubeni	5,001.74	1.00%	5,558.16	1.12%	-556.42
4202700 · Wharfage - Glencore	0.00	0.00%	4,863.45	0.98%	-4,863.45
4203100 · Wharfage - Goldman Sachs	0.00	0.00%	2,778.44	0.56%	-2,778.44
4203300 · Wharfage - IXM	0.00	0.00%	1,389.99	0.28%	-1,389.99
4203900 · Wharfage - Gunvor	1,429.24	0.29%	0.00	0.00%	1,429.24
4205700 · Wharfage - Mitsubishi	1,429.46	0.29%	0.00	0.00%	1,429.46
Total 4200000 · Wharfage	21,641.76	4.34%	23,458.88	4.71%	-1,817.12
4300000 · Loading and Unloading					
4300200 · Loading and Un - Nutrien Ag	18,002.21	3.61%	23,749.22	4.77%	-5,747.01
4300300 · Loading and Un - Novelis	1,190.95	0.24%	0.00	0.00%	1,190.95
4304900 · Loading and Un - Glencore	9,331.61	1.87%	9,030.57	1.81%	301.04
4305000 · Loading and Un - Miscellaneous	145.60	0.03%	0.00	0.00%	145.60
4305100 · Loading and Un - Marubeni	12,620.32	2.53%	17,771.69	3.57%	-5,151.37
4305400 · Loading and Un - Goldman Sachs	0.00	0.00%	10,654.41	2.14%	-10,654.41
4305600 · Loading and Un - ARG Int.	9,287.88	1.86%	0.00	0.00%	9,287.88
4305700 · Loading and Un - IXM	11,736.66	2.35%	10,602.78	2.13%	1,133.88
4305900 · Loading and Un - Mitsubishi	4,658.23	0.93%	911.07	0.18%	3,747.16
4306100 · Loading and Un - Anderson	0.00	0.00%	9,905.33	1.99%	-9,905.33
4306300 · Loading and Un - Kuehne&Nagel	0.00	0.00%	6,765.00	1.36%	-6,765.00
4306600 · Loading and Un - SQC Metals	15.00	0.00%	0.00	0.00%	15.00
4306700 · Loading and Un - Gunvor	302.10	0.06%	0.00	0.00%	302.10
Total 4300000 · Loading and Unloading	67,290.56	13.49%	89,390.07	17.94%	-22,099.51

Port of Oswego Authority
YTD Sales Report
April through May 2024

	<u>Apr - May 24</u>	<u>%</u>	<u>Apr - May 23</u>	<u>%</u>	<u>\$ Change</u>
4400000 · Rental					
4400200 · Rental - DeLong, Fred	750.00	0.15%	750.00	0.15%	0.00
4400300 · Rental - Novelis	4,530.00	0.91%	4,242.92	0.85%	287.08
4400500 · Rental - General Svces Admin	17,879.62	3.58%	17,707.60	3.55%	172.02
4400600 · Rental - Lehigh (Heidelberg)	12,341.02	2.47%	11,879.52	2.38%	461.50
4402400 · Rental - Vinegar Hill, LLC	3,026.96	0.61%	2,684.06	0.54%	342.90
4402600 · Rental - Nutrien Ag	15,000.00	3.01%	14,750.34	2.96%	249.66
4403100 · Rental - H.Lee White Museum	600.00	0.12%	600.00	0.12%	0.00
4403400 · Rental - Shark-Attach Office	850.00	0.17%	850.00	0.17%	0.00
4403500 · Rental - WT Terminal Oswego LLC	12,000.00	2.41%	12,290.64	2.47%	-290.64
4403600 · Rental - Shop Units (Marina)	200.00	0.04%	200.00	0.04%	0.00
4405000 · Rental - Miscellaneous	200.00	0.04%	200.00	0.04%	0.00
Total 4400000 · Rental	67,377.60	13.51%	66,155.08	13.27%	1,222.52
4500000 · Misc Income					
4502000 · Misc Income - Labor	16,008.50	3.21%	1,558.43	0.31%	14,450.07
4505000 · Misc Income - Other	6,816.96	1.37%	3,164.09	0.63%	3,652.87
4505400 · Misc Income - Security East	4,970.26	1.00%	2,638.15	0.53%	2,332.11
Total 4500000 · Misc Income	27,795.72	5.57%	7,360.67	1.48%	20,435.05
4600000 · Stevedoring					
4601800 · Stevedoring - Marubeni	46,869.47	9.40%	51,982.77	10.43%	-5,113.30
4601900 · Stevedoring - Glencore	0.00	0.00%	45,485.51	9.13%	-45,485.51
4602400 · Stevedoring - Goldman Sachs	0.00	0.00%	25,985.45	5.21%	-25,985.45
4602500 · Stevedoring - IXM	0.00	0.00%	12,999.87	2.61%	-12,999.87
4602600 · Stevedoring - McKeil Marine	862.75	0.17%	425.00	0.09%	437.75
4602800 · Stevedoring - Mitsubishi	13,394.91	2.69%	0.00	0.00%	13,394.91
4606100 · Stevedoring - Gunvor	13,392.87	2.69%	0.00	0.00%	13,392.87
Total 4600000 · Stevedoring	74,520.00	14.94%	136,878.60	27.46%	-62,358.60
4800000 · Marina Income	146,853.15	29.44%	141,628.02	28.42%	5,225.13
Total Income	498,802.12	100.00%	498,388.78	100.00%	413.34

Exhibit D

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT

PORT OF OSWEGO AUTHORITY

ADDITIONAL STORAGE TRACK, TRACK UPGRADES, AND RAILCAR UNLOADING PIT

COMPTROLLER CONTRACT # DR39107

PROJECT IDENTIFICATION # 3935.88.301

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

WITNESSETH

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

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

WHEREAS, the total cost for this project is Three Million Eleven Thousand Nine Hundred Forty-Six dollars and Sixty cents (\$3,011,946.60); and,

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

WHEREAS, the Port of Oswego Authority agrees to provide at least One Hundred Fifty Thousand Five Hundred Ninety-Seven dollars and Thirty-Three cents (\$150,597.33) in funding or a pro rata share of 5% of the total funding for this project; and,

WHEREAS, it has been determined to be in the best interest of the public to make Two Million Eight Hundred Sixty-One Thousand Three Hundred Forty-Nine dollars and Twenty-Seven cents (\$2,861,349.27) available to the Port of Oswego Authority for those capital improvements used in connection herewith.

NOW THEREFORE, the parties hereto in consideration of the mutual promises, conditions, terms and obligations herein set forth, agree and covenant as follows:

ARTICLE ONE: DEFINITIONS

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

"Agreement" means this document (with appendices).

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

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

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

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

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

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

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

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

ARTICLE TWO: CAPITAL IMPROVEMENTS

Section 2.1 Description of Work

GRANTEE agrees to complete or cause to be completed the work described in the Work Schedule

PIN 3935.88.301

Port of Oswego Authority

Additional Storage Track, Track
Upgrades, & Railcar Unloading Pit

constituting Appendix I of this Agreement (hereinafter referred to as the "Work Schedule"), which is attached hereto and made a part hereof, in accordance with said Work Schedule as may be modified or amended, and within the term specified in Section 4.1 or any extension thereof.

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

Section 2.2 Manner of Performing Work

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

Section 2.3 Approval of Subcontracts

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

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

Section 2.4 Environmental Protection and Permits

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

Section 2.5 Inspection

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

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

Section 2.6 Reimbursement

STATE agrees to reimburse GRANTEE the pro rata share of 95% of the eligible Project Costs up to the amount identified in Appendix I-Work Schedule which GRANTEE incurs for the work performed or facilities provided as described in the attached Appendix I-Work Schedule. GRANTEE agrees to provide a pro rata share of 5% of the eligible project costs as identified in Appendix I-Work Schedule. Project Costs in excess of STATE funds available for the work shall be the responsibility of GRANTEE. In no event shall the STATE be obligated to fund or reimburse any costs exceeding \$2,861,349.27. The STATE shall not be obligated to pay nor shall GRANTEE claim reimbursement for the use of facilities or equipment which have been acquired by GRANTEE in whole or in part with funds provided by STATE under this or any other agreement. GRANTEE shall provide its share of the cost of the project, if any.

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

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

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

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

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

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

Section 2.7 Electronic Contract Payments

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

Section 2.8 State Recovery of Ineligible Reimbursements.

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

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

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

Section 2.10 Civil Rights Requirements

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

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

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

c) M/WBE and SDVOB Guidance. Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Assigned M/WBE and SDVOB goals

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

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

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

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

k) Equal Employment Opportunity (EEO) Requirements. EEO goals (as provided in "CAPITAL PROJECT GUIDELINES"), EEO Policy Statement (as provided in "Appendix B – MWBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's Standard Specifications §102-11 Equal Employment Opportunity Requirements) must be included in the contract documents and project advertisement.
<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

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

Section 2.11 Quarterly Project Reports

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

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

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

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

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

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

Section 2.12 Federally Funded Grants

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

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

ARTICLE THREE: OPERATION, MAINTENANCE AND ABANDONMENT

Section 3.1 Title to Materials

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

Section 3.2 Use and Disposition of Project Facilities

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

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

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

Section 3.3 Maintenance

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

Section 3.4 Abandonment

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

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

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

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

ARTICLE FOUR: GENERAL PROVISIONS

Section 4.1 Term of Agreement

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

Section 4.2 Required Approvals

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

Section 4.3 Liability and Indemnification

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

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

In addition to any other forms of insurance or bonds required under the terms of the contract and

specifications, the GRANTEE's Contractor will be required to carry insurance of the following kinds and amounts:

a. Public Liability Insurance

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

b. Protective Public Liability Insurance

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

c. Motor Vehicle Liability Insurance

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

d. Railroad Protective Public Liability Insurance

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

e. Force Account Insurance

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

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

Section 4.4 Assignment

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

Section 4.5 Non-Waiver

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

Section 4.6 Entire Agreement

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

Section 4.7 Force Majeure

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

Section 4.8 Successors and Assigns

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

Section 4.9 Interpretation

The Article and Section headings utilized in this Agreement are for convenience only. This Agreement shall be construed in accordance with and governed by the Laws of the State of New

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

Section 4.10 Records and Documents

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

a. Extended Records Retention Requirements.

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

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

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

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

Section 4.11 Termination or Suspension

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

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

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

Section 4.12 Severability

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

Section 4.13 Notices

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

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

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

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

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

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 4.14 Counterparts

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

Section 4.15 Relationship to Parties

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

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

Section 4.16 Documents Forming Agreement

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

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

**PORT OF OSWEGO AUTHORITY
SIGNATURE**

Department Certification

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

By: _____

Title: _____

Dated: _____

By: _____

For the Commissioner

Dated: _____

State of New York

County of _____

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

Notary Public

Dated: _____

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

Dated: _____

Dated: _____

APPENDIX I - WORK SCHEDULE

PIN: 3935.88.301

CONTRACT NUMBER: DR39107

**PORT OF OSWEGO AUTHORITY
PORT OF OSWEGO ADDITIONAL STORAGE TRACK, TRACK UPGRADES, AND RAILCAR UNLOADING PIT
CITY OF OSWEGO, OSWEGO COUNTY**

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

This project provides for the construction of a fifth storage track (to increase railcar capacity), the rehabilitation of localized Tracks C & D along the existing east dock warehouse tracks with new asphalt-embedded continuous welded rail/CWR (to improve handling & safety) & installing concrete panels at two highly used grade crossings, the rehab & extension of existing Track D south of the silo unloading pit & load out chutes (to increase railcar throughput & efficiency at the silo), drainage improvements at & around the silo (to eliminate standing water & ice buildup to maintain safe working conditions), structural & equipment upgrades to modify/add a second load out chute (to provide capability to simultaneously unload & load railcars & trucks), & procurement of a small portable stacking conveyor (to provide improved railcar loading/unloading), all located within the East Terminal of the Port of Oswego.

Work items to include:

Description	Estimated Cost
Construct fifth storage track, approx. 750 ft in length, as well as two new switches	\$666,351.62
Includes surveying; track removal; ballast installation; jointed rail (115 lb.); turnout; raise, align & surface track and turnout.	
Rehabilitate localized track along the existing east dock warehouse tracks and rehabilitation/extension of track south of silo unloading pit and load out chutes	\$1,062,058.88
Includes surveying; excavation & disposal; geotechnical bedding; asphalt paving; drainage; track removal; ballast installation; continuously welded rail (132 lb.) & associated welding; end post; raise, align & surface track; rubber interface & concrete panels for grade crossings; & disposal of retired track materials & timber ties.	
Drainage Improvements	\$178,080.00
Includes modification and/or surficial treatments, minor modifications to silo equipment related to drainage improvement needs, underdrain and closed drainage installation and/or modification.	
Silo Load Out Extension/Modifications	\$502,276.92
Includes structural upgrades and modifications to the catwalk and foundations, equipment upgrades, upgrades to the silo's operational controls logic, and addition of a remote operator PC at the loadout area.	
Stacking Conveyor to Complement Railcar Unloading	\$82,720.18
Includes procurement, delivery & commissioning of a portable stacking conveyor.	
Engineering Design and Construction Administration/Inspection (20%)	\$436,514.00
Mobilization (4%)	\$83,945.00

PIN 3935.88.301

Port of Oswego Authority

Additional Storage Track, Track Upgrades, & Railcar Unloading Pit

APPENDIX 1 – WORK SCHEDULE CONTINUED

GRANTEE SHARE	\$150,597.33
NYS SHARE	\$2,861,349.27
TOTAL PROJECT COST	\$3,011,946.60

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

The STATE's financial participation is limited to Two Million, Eight Hundred Sixty-One Thousand, Three Hundred Forty-Nine dollars and Twenty-Seven cents (\$2,861,349.27) of the project costs. Any overage shall be the responsibility of the GRANTEE.

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

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

To be included in all contracts

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

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

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

APPENDIX III – QUARTERLY PROGRAM REPORTING SPREADSHEET

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

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

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

Table 2. Narrative Responses

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

APPENDIX B

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

M/WBE, SDVOB, AND EEO POLICY STATEMENT

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

(Insert project/service description)

M/WBE/SDVOB

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

EEO

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

Agreed to this _____ day of _____, 20 _____

By _____

Print: _____ Title: _____

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

The GRANTEE agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # DR39107) are provided below.

STANDARD CONTRACT GOALS

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

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

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

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

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

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

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

Signature: _____

Title: _____

Name: _____

Date: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

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

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

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

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

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

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

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

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

Exhibit E

TRANSLOADING & STORAGE AGREEMENT

This Transloading & Storage Agreement (this "Agreement") is made and entered into as of _____, 2024 (the "Effective Date") by and between The Delong Co., Inc., a Wisconsin S-corporation ("Counterparty"), and Port of Oswego Authority, a New York public benefit corporation ("Port", and individually and collectively with Counterparty a "Party").

WHEREAS, Counterparty is a merchant of agricultural products, including but not limited to corn and soybeans (the "Product"), and requires transloading and storage services (as more specifically on Exhibit A hereto, the "Services") to accept, store and load out its Products from Port's facility;

WHEREAS, Port desires to provide Counterparty with the use of storage space sufficient to handle and store, at any given time in the aggregate, approximately 21,000 tons of Product (the "Capacity"); and

WHEREAS, Port maintains a facility capable of providing storage for amounts up to the Capacity at 1 E 2nd St, Oswego, NY 13126 (the "Facility"), and desires to provide the Services to Counterparty exclusively at the Facility.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Recitals. The foregoing recitals, as well as each Exhibit attached to this Agreement and the Port's current General Terms and Conditions, Commercial Customers, located at [https://portoswego.com/userfiles/General Terms and Conditions for PORT use 2024.pdf](https://portoswego.com/userfiles/General%20Terms%20and%20Conditions%20for%20PORT%20use%202024.pdf) are incorporated by reference and made a part hereof.

1. Services. From time to time, Counterparty shall deliver Product by vessel, barge, truck or rail to Port at the Facility, in such quantities as determined by Counterparty (but in no event resulting in an amount that would exceed the Capacity, in the aggregate) for unloading, storage and transloading by Port into shipping vessels, rail cars, trucks, barges provided by Counterparty at the Facility. Counterparty shall provide not less than one (1) business day's prior notice, by 3:00 PM EST on such day, of loading, unloading or other Services required. Port shall provide Services for Counterparty at the Facility. Counterparty is under no obligation to store or put through any minimum amount of Product at the Facility, except as otherwise provided in Exhibit B attached hereto. Port shall provide Counterparty with the use of storage space at the Facility sufficient to handle and store up to the Capacity of Product. Port shall furnish, control and direct the personnel, equipment and other accessories necessary to perform efficiently and safely the Services contemplated by this Agreement. The Port is not required to provide any services, reporting, measurements or other work in excess of (or materially different from) the Services set forth in Exhibit A ("Extra Work"), unless such Extra Work has been added to Exhibit A in a writing signed by both Parties.

2. Term. The term of this Agreement shall commence on the Effective Date hereof with the term for the performance of Services commencing on _____, 2024 and continuing through December 31, 2026 ("Initial Term") with Counterparty having the option, to renew it for successive one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term") by providing notice prior to September 1st of the applicable year. In the event that Counterparty determines that it will not renew for a Renewal Term, it shall provide prompt written notice of such decision to Port, and Counterparty may not thereafter renew this Agreement.

3. Fees & Payment. Counterparty will pay Port the fees and at the times set forth on Exhibit B hereto for the Services rendered hereunder.

4. Product Quality & Shrink:

(a) Counterparty shall notify Port, in writing, of any specific or idiosyncratic requirements for storage and handling of Product, if any ("Standards").

(b) Port agrees that it is responsible to comply with the Standards and use its commercially reasonable best efforts to preserve the quality of the Product from the time it is loaded into the Facility to the time it is loaded out; provided that Port shall not be responsible for any reduction in Product quality (including moisture, weight or volume) for any Product stored at the Facility for more than six (6) months (the "Storage Period"). Port shall reimburse Counterparty for Product that is damaged or has its value impaired during the Storage Period due to Port's failure to comply with Standards for such Product or the Port's negligence, reckless or willful misconduct. Such reimbursements will be assessed to the extent the damage or impairment requires the Product be merchandised at a discount to the fair market sale value of the equivalent Product quality that was moved into the Facility, at the time the damage or impairment is first discovered.

(c) Port agrees that all Product shrinkage due to handling and storage at the Facility during the Storage Period shall not exceed one quarter of one percent (0.25%) of the origin weights (after dockage) of such Product (the "Allowance"). Shrinkage in excess of the Allowance shall be charged by Counterparty to Port at the sale value of the Product, FOB the Facility, as of the date such shrinkage in excess of the Allowance is first discovered (but in no event after the Storage Period). Measurement of the inbound truck Product into the Facility less Product loaded from the Facility and a measurement of the Product inventory will be completed

by Port at Counterparty 's request, but no less often than such times that the Facility is completely empty of Product moved into or through it by Counterparty.

5. Representations and Warranties; Covenant. (1) Port hereby represents and warrants, as of the date hereof, that:

(a) Port is a New York Port Authority duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all corporate or other powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Port of this Agreement are within Port's powers and have been authorized by all necessary action on the part of Port. This Agreement constitutes a valid and binding agreement of Port.

(c) Counterparty hereby represents and warrants, as of the date hereof, that:

(d) it is an Wisconsin S - corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all corporate or other powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted and as contemplated under this Agreement; and

(e) The execution, delivery and performance by Counterparty of this Agreement are within Counterparty's powers and have been authorized by all necessary action on the part of Counterparty and the undersigned has the authority to execute and deliver this Agreement. This Agreement constitutes a valid and binding agreement of Counterparty.

(f) Counterparty covenants and agrees that it will have the right to store and direct the loading, unloading, storage and treatment of the Product, and will provide Port, in

writing, notice of any liens, claims or other encumbrances on the Product, from time to time, together with any permissions required from any third parties relating to the Product, its storage, or the provision of any Services hereunder.

6. Times of Operation. Port shall provide the Services during Port's normal business hours, Monday through Friday. Port's normal business hours are 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding national holidays. If any national holiday occurs on a Saturday or Sunday, then the Port shall inform Counterparty of the exact day of observance. Upon written request from Counterparty at least two (2) business days in advance, which notice must be received by 3:00 PM EST, Port will provide the Services outside of its normal business hours; provided that additional costs (such as overtime or union charges) shall be Counterparty's responsibility.

7. Records and Reports. Port shall keep true and accurate records of and shall, on a daily basis, report to Counterparty, the following: (a) the quantities and qualities of Product delivered to it hereunder, (b) the quantities and qualities of Product transloaded hereunder and (c) the date and time of each transloading, (d) the customer names, quantity delivered, and grades of inbound product.

8. Right of Inspection and Entry. Counterparty, by its authorized representatives upon no less than 12 hours notice, which notice must be received by 3:00 PM EST, shall have the right to examine and inspect, during Port's normal business hours, all Product located at the Facility and all accounts, records and other documents kept by Port at the Facility pertaining to performance of this Agreement. Counterparty may copy any such documents, at its own expense. Counterparty shall make every effort and use reasonable diligence to enter and remove Product with the least amount of disruption or injury to Port's property or operations as possible. This

Paragraph 8 shall not apply while Counterparty is in breach of this Agreement (including failure to pay).

9. Ownership of Product and Equipment:

(a) Title to all Product delivered to Port shall remain at all times with Counterparty. Port shall not cause any lien, encumbrance or claim to be made on any Product at any time while such product is at the Facility or otherwise under the care or control of Port, other than in the event of Counterparty's breach of this Agreement (including failure to pay).

(b) Unless provided by Counterparty to Port for use in providing the Services hereunder, all equipment and analytical devices, whether or not affixed to property and any fixtures, appurtenances or equipment thereon shall remain the sole and exclusive property of Port.

10. Rail Cars. During the term of this Agreement, Delong may store up to approximately eighteen (18) 60' rail cars on Fitz Track 2 (1170') provided: (i) Delong will be solely responsible for properly sealing/closing any such rail cars before arrival at FT2, and each such rail car shall be in functional, safe condition upon its arrival; (ii) the Port shall not be responsible for any such rail cars (or cargo thereof), or third party fees related thereto; and (iii) in the event that any rail car is on FT2 for more than 60 consecutive days, the Port may request in writing that such car(s) are removed, and Delong will remove such rail car(s) within three (3) days of receipt of such notice, or pay \$3 per day that such rail car(s) remain on FT2. Delong will remove all such rail cars promptly upon the termination or expiration of this Agreement.

~~10.~~ 11. Insurance. Each Party will at all times during the Term of this Agreement maintain the following insurance:

(a) Worker's Compensation insurance as prescribed or permitted by law.

(b) Employer's liability' insurance with limits of not less than \$500,000 per occurrence.

(c) Commercial general liability insurance with limits of not less than \$6,000,000 per occurrence and \$6,000,000 in the aggregate for products/completed operations, including but not limited to bodily injury (including death) and property damage liability.

(d) Legal liability insurance insuring all Product in Port's care custody and control at a value equal to or greater than fair market sale value when Product loss is a result of Port's negligence, in whole or in part, in accordance with the foregoing policy terms and limits. It is further agreed that legal liability insurance insuring Product will include direct and/or indirect expenses incurred by Counterparty as a result of Product loss and will not contain exclusions such as spoilage, contamination, or any other exclusion that compromises coverage for the Product in the care, custody and control of Port.

(e) Each Party will provide certificates of evidence: (a), (b) and (c) to the other of insurance as evidence of coverage as provided above. Such certificates will include a statement that coverage will not be cancelled by the carrier without first providing the Parties with at least 30 days written notice.

(f) Except with respect to Worker's Compensation insurance or any other insurance precluding such additional insureds, each Party will be named as an additional insured with respect to any third-party bodily injury or property damage claims of the other Party. All such policies of insurance will contain a waiver of subrogation against the additional insured and its officers, officials, employees, agents and representatives and include primary and non-contributory endorsements. Each Party agrees to waive the right of subrogation against the additional insured for claims resulting from negligence.

(g) Counterparty agrees to insure the Product for physical damage if loss or damage to Product relates to a cause of loss other than those assumed by the Port under this Agreement (including without limitation, an event declared to be force majeure).

11.12. Secured Lenders; Security Filings.

(a) Port agrees that it will notify all of its lenders of this arrangement and will cause all secured lenders it may have to file an amendment to their applicable financing statements to exclude the inventory stored pursuant to this Agreement.

11.13. Events of Default. Each of the following shall constitute an event of default by a Party (each an "Event of Default") for purposes of this Agreement:

(a) The failure of a Party to perform or observe any covenant, obligation, requirement, condition or agreement contained in this Agreement (including obligations to pay), and the continuation of such failure for five (5) business days after written notice from the Party affected by such default, specifying the nature and extent of any such default, or if such default cannot reasonably be cured within such ten (10) day period, the failure to commence to cure such default within such ten (10) day period and to diligently continue to pursue such efforts to cure to completion, but in no event shall the default continue for a period in excess of thirty (30) days after the written notice of default; and/or

(b) Any representation or warranty given or furnished by a Party in this Agreement proves to be false materially as of the date of the representation or warranty was given and remains materially false for more than five (5) business days after written notice thereof from another Party, and which will have a material adverse on the transactions completed herein.

(c) Failure to perform any covenant contained in this Agreement, and such failure continues for more than five (5) business days.

~~13~~.14. Remedies. Upon the occurrence and during the continuance of an Event of Default described above, the non-defaulting Party may elect to (a) seek any other remedy as may be available at law or in equity', including an action for damages and/ or (b) terminate this Agreement. All remedies under this Agreement shall be cumulative and not restrictive of other remedies, other than as specifically set forth herein.

~~14~~.15. Attorneys' Fees. Each Party is responsible for its own legal attorneys' fees and costs related to the negotiating and drafting of this Agreement.

~~15~~.16. Indemnification. Each Party agrees to defend and indemnify the other Party from any and all losses, damages, fines, liabilities, expenses, actions, suits, proceedings and claims, including but not limited to those for personal injury or death, and loss or damage to tangible business or other property, to the extent that any such injury, death, loss or damage is caused by the Party's breach of any provision of this Agreement, the failure to perform the obligations herein, or the acts or omissions or those of its employees or agents.

~~16~~.17. Termination:

(a) Either Party may terminate this Agreement by written notice if the other party causes an Event of Default.

(b) Either Party may immediately terminate this Agreement by written notice if the other Party enters into or is placed in bankruptcy or receivership or is nationalized or becomes insolvent.

~~17~~.18. Independent Contractor Relationship. It is agreed and understood that Port is entering into this Agreement as an independent contractor and that all of Port's personnel and

subcontractors providing Services hereunder are to be considered as employees or subcontractors of Port and under no circumstances shall they act as, or be construed or considered to be, employees, agents or subcontractors of Counterparty.

~~18~~19. Force Majeure. A party's duties under this Agreement shall be excused (other than obligations to pay) to the extent their inability to perform is the result of an act of God, an act of public enemy, or insurrection, riot or other civil commotion, terrorism, government order or regulation, strike, lock-out, work slowdown, or power or fuel shortages. Lack of funds shall not be considered an event of force majeure. The Party declaring force majeure shall promptly notify the other of the nature of the condition and the commencement and cessation thereof, and shall use its commercially reasonable best efforts to mitigate the effects of such event.

~~19~~20. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed duly given to a party (a) upon delivery to the address of such party specified below if delivered in person or by courier or if sent by certified or registered mail (return receipt requested), postage prepaid or (b) upon dispatch if transmitted by email to the parties at the following addresses or email addresses, as the case may be:

If to Port:

Port of Oswego Authority
1 E 2nd St
Oswego, NY 13126
Phone: 315-343-4503 ext. 109
Attn: William W. Scriber
Email: wscriber@portoswego.com

~~20~~21. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the matters covered hereby and supersedes, and cannot be contradicted or supplemented by all prior or contemporaneous discussions, correspondence, agreements or understandings (whether written or oral) that relate in any manner to the subject

matter hereof. The parties acknowledge that no representation, promise, inducement or statement of intention has been made by any party to this Agreement that is not embodied in this Agreement, and agree that no party shall be bound by, or liable for, any alleged representation, promise, inducement or statement of intention not set forth herein. This Agreement may be amended only by an agreement in writing executed by the parties.

21-22. Assignment. This Agreement, and the right and obligations hereunder, may not be assigned by either Party, without the prior written consent of the other Party; except that a Party may, without consent, assign this Agreement to an entity that acquires all or substantially all of the business or assets of the assigning Party.

22-23. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of New York. Each of the parties hereto agrees that any legal proceeding arising out of the terms of this Agreement shall be commenced in the courts located in Onondaga County in the State of New York. Each of the Parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the State of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. The prevailing party in any dispute shall be entitled to recover from the losing party its costs (including, without limitation, costs of collection, attorneys' fees and investigative fees).

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed under their respective corporate seals by their respective officers thereunto duly authorized, in each case, as of the Effective Date.

Port of Oswego

Name:
Title:

| {Counterparty}
| The DeLong Co., Inc.

Name:
Title:

EXHIBIT A

Services

1. Receiving, holding, and securing Counterparty 's conveyance vehicles at the Facility before and after loading;
2. If requested by Counterparty the testing of Product received to ensure it meets appropriate moisture and other specifications as provided by Counterparty. Counterparty will provide grading requirements and Port will probe and sample all inbound trucks. Port shall maintain a 1-pound sample from each track and shall maintain such samples at the Facility for a period of no less than three (3) months after the sample has been pulled.

Securing and storing shipping vessels at the Facility.

3. Transfer of Product from tracks directly into Port's storage or directly into Counterparty supplied shipping vessels, trucks or railcars;
4. Vessels will be subject to the NYS Port of Oswego Authority's terms and conditions while at dock, a copy of which is attached hereto at Exhibit "C" and which may be updated from time to time;
5. If requested, providing all loading equipment and a safe workplace for inspection service employees to obtain samples;
6. If requested and in addition to the requirements above, providing sampling of Product inbound and outbound as required hereunder or by law;
7. Maintaining the quality of the Product stored in accordance with the terms of the Agreement;

8. Transfer of Product from Port's storage to Counterparty 's conveyance vehicles (shipping vessel, barge, truck or rail) for movement from the Facility; and
9. Completing all shipping and internal paperwork (including all bills of lading and weight tickets).

EXHIBIT B

Storage & Transload Fees

Storage Charges: Company shall pay storage charges in the amount of \$.015/bushel per month on any inventory in the facility at the end of the month, with an \$1000 per month minimum which shall be paid in all instances except for a breach of this Agreement by Port or as a result of an event of force majeure as defined herein.

Transload Charges:

Inbound: \$.05/bushel for all bushels received by vessel, barge truck and rail, provided that Company shall receive a discount of: (a) \$.01 /bushel for bushels brought into the Facility between 50,000 and 120,000 in a given week, and (b) \$.02/bushel for bushels brought into the Facility in excess of 120,000 bushels in a given week.

Outbound: \$.04/bushel for all bushels going out via ship and barge \$.05/bushel for all bushels going out via truck or rail, provided that Company shall receive a discount of: (a) \$.01/bushel for bushels leaving the Facility between 50,000 and 100,000 in a given week, and (b) \$.02/bushel for bushels leaving the Facility in excess of 100,000 bushels in a given week.

Wharfage: \$1.29/short ton on all product loaded onto or offloaded from vessels docked at the Port of Oswego

Rail Switch
Fee: Inclusive of the in and out rate

Probe Fee: Provide Probe Services Included in the and out rate

Invoicing & Payment Procedures:

Port shall invoice Counterparty weekly for Services provided hereunder.

Payment shall be issued by Counterparty by check (or wire) within 30 calendar days of the date of receipt of the invoice from Port for Services.

All invoices will be emailed to:

The ~~Counterparty Company~~ Delong Co., Inc.

Email:

gcreeden@delongcompany.com
dirwin@delongcompany.com

EXHIBIT C

[ADDITIONAL PARTICULAR CONDITIONS]

There will be additional charges for the following items:

- Washing of operating equipment - Organic Grain fees shall apply.
- Work done on Counterparty Railroad Cars - which do not work properly, emptying of grain, door crushed - team charges shall apply.
- Additional hours for late trucks, railcars or requested by Counterparty.
- Additional hours requested by Counterparty outside of the stated normal working hours.
- Unloading of inbound vessels into the facility, railcars, or trucks
- Port will assist/cooperate in obtaining Organic Certification if necessary

Exhibit F

Kim Natoli

From: Connie Cosemento <ccosemen@twcny.rr.com> on behalf of Connie Cosemento
Sent: Friday, June 21, 2024 9:58 AM
To: William Scriber; Fran Enwright; Kitty Macey; Tom Schneider; John Smith; Stan Delia; Kim Natoli
Cc: Connie Cosemento; Thomas Doran
Subject: Fwd: Community Sailing Slip Donation Request

Fellow Board members, please find included the e-mail from Tom Doran regarding a Yacht Club request. Tom contacted me Thursday to inquire the possibility of addressing the Board at our upcoming meeting this Wednesday, June 26. After checking our agenda, the audit review is scheduled which will take significant time for presentation. I suggested that Tom describe in writing the request to be forwarded to the board for consideration and any questions could be directly directed to Tome by e-mail or phone. This would allow for an informed discussion at the meeting with a possible decision. The Goble Dry Dock Marina is scheduled to be ready for the July 4th date and therefore consideration of this request is being brought before the July meeting.

Thank you for your attention and look forward to seeing you at the meeting.

Connie

Begin forwarded message:

From: Thomas Doran <tdoran1@twcny.rr.com>
Subject: Community Sailing Slip Donation Request
Date: June 21, 2024 at 6:39:35 AM EDT
To: ccosemen@twcny.rr.com

Connie:

Since the conclusion of the Oswego Maritime Foundation's work in promoting, teaching and facilitating local safe sailing, no other group has stepped forward to continue that work. In the spring of 2022, Oswego Yacht Club launched our version of Community Sailing dubbed "Try Sailing". This program reaches out to all interested community members, and provides off and on water instruction in safe sailing. Attendees participate in one of several classroom sessions focused on teaching the basics of safe sailing; thereafter being invited to go for a sail on a club member's personal boat or one of the club's sailboats.

Try Sailing has been a success. Over the past three years, OYC has held 10 classroom sessions taught by various OYC members and numerous "on the water" experiences. Our club owned J24 Sailboat (24') has been used for many of these experiences; so much so that in February of 2024 OYC purchased another J24 (used) for this purpose. Also both club owned J24's supported the recently held Hospice Regatta with some Try Sailing graduates crewing.

Our recently commissioned J24 (named Toto) is temporarily moored in the river (near the Cahill fish building) but will need a more permanent home. Unfortunately, there are no slips available locally and the expense of an additional slip was not included in our current budget. With the anticipated opening of the Goble Marina, OYC requests the donation of seasonal use of one slip for our Try Sailing J24 in support of this worthwhile program.

As I mentioned in our recent conversation, I'd be happy to take any of the Port Board members out for a sail to get a first hand look at what Try Sailing is trying to accomplish.

Please contact me anytime in this regard (315) 532-7258.

Tom Doran, OYC Try Sailing