

**PORT OF OSWEGO**  
AUTHORITY



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

**Wednesday, June 28, 2023**

**4:30 pm Meeting**

**Presentation – The Port of Oswego Authority’s donation to Mr. Dan Harrington, Executive Director of Oswego Harbor Festivals, Inc. for Harborfest 2023.**

**Regular Meeting**

- 1. Call to Order**
- 2. Motion 06-28-2301: To move to executive session to review audit and lease with counsel.**
- 3. Motion 06-28-2302: To resume regular session.**
- 4. Motion 06-28-2303: To approve the Minutes of the 05-15-2023 regular monthly meeting (Exhibit A)**
- 5. Administrative Operational Report: (Exhibit B)**
- 6. Administrative Financial Reports: (A) Primary and (B) Subsidiary**  
**Motion 06-28-2304: 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**

**MISSION STATEMENT**

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

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

9. **Old Business**

10. **New Business**

**Motion 06-28-2305**: To accept the 2022-2023 Annual Audit.

**Motion 06-28-2306**: To review scale replacement quotes and approve sole source vendor and company. (**Exhibit D**)

**Motion 06-28-2307**: To approve the bank agreement and the estoppel agreement for WT Terminals Oswego. (**Exhibit E**)

**Discussion on lease of heavy forklift for ongoing projects with Novelis and Micron. (**Exhibit F**)**

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

**Motion 06-28-230** : To

**Motion 06-28-230** : To

12. **Motion 06-28-230** : To adjourn the regular monthly meeting

**Next Regular Monthly Board Meeting is scheduled for  
Monday, July 17, 2023 @ 4:30pm**

**MISSION STATEMENT**

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# Exhibit A

**PORT OF OSWEGO AUTHORITY**  
**Regular Monthly Meeting**  
**Monday, May 15, 2023**

**CALL TO ORDER:** Ms. Cosemento called the meeting to order at 4:36 PM.

**PRESENT:** Francis Enwright - Chairperson on Zoom; Constance Cosemento - Vice Chairperson; Stanley Delia, Kathleen Macey, Dr. John Kares Smith, Tom Schneider, Diane Zeller, and Pat McMahon - Supervisor of Development & Maintenance.

**ALSO PRESENT:** Debbie Godden - Accounting Manager, Kim Natoli - Port Employee, and Micha Ordway - Port Counsel on Zoom.

**ABSENT:** Mr. William Scriber - Executive Director; on medical leave.

**EXECUTIVE SESSION**

**Motion 05-15-2301:** A motion was made by Mr. Delia to move to executive session to discuss personnel matters with counsel. Ms. Macey seconded the motion at 4:38 PM. Motion passed. 5-Aye, 0-Nay. Ms. Zeller not present during this motion.

Ms. Zeller joined the meeting at 4:40 PM.

**Motion 05-15-2302:** A motion was made by Ms. Zeller to resume the regular monthly meeting at 5:10 PM. Motion seconded by Dr. Kares Smith. Motion passed. 6-Aye, 0-Nay.

**APPROVAL OF MINUTES**

**Motion 05-15-2303:** A motion was made by Dr. Kares Smith to approve the minutes of the April 24, 2023 meeting. Motion was seconded by Mr. Delia. Motion passed. 6-Aye, 0-Nay.

**ADMINISTRATIVE OPERATIONAL REPORT**

Mr. McMahon, Supervisor of Development & Maintenance presented the Administrative Operational Report to the Board and addressed any questions or comments.

**Report Topics:**

Monthly operations update – April 2023

Update on projects:

- Mr. McMahon spoke about the need for a 150' JLG lift rental to relocate a dust valve on the silo, and relocate the valve to a lower level of the platform that is accessible via the silo stairs. It would save money in the future.
- East Side Project has been completed – finished the wall, filled it in, installed blacktop, and added new track. It is now ready to receive cars and/or aluminum.
- West Pier Project – awaiting bid documentation.
- Goble West Side – preparation of the sidewalks, laid concrete on the west-side of the pier for the fingers for the marina, more concrete to be poured, and more preparation of the walkways for next phase.

- LT-5 rope has been delivered; anticipate re-tying the vessel soon.
- First load of potash was delivered 04/28/2023.
- First aluminum barge was delivered 04/29/2023.
- Aluminum barge expected at approximately 9:30 AM on 05/16/2023. It will be one 8-hour shift for the longshoremen.
- BBC Washington anticipated arrival on 06/10/2023, with cargo going to the Rochester area.
- Spoke with David Marceau with Castaloo/Logistec, and we are expecting a vessel from Finland to arrive in June however we have not spoke about the components coming off of that.
- June or July there will be a transformer coming in on rail, and being discharged from rail to truck, being transported to the nuclear plant.
- Potash intake arriving next week; ten railcars of potash will be placed in the domes.
- Ms. Cosemento read a portion of the letter Mr. Scriber submitted to the board. Mr. Scriber's return to work is 05/24/2023.

## **ADMINISTRATIVE FINANCIAL REPORTS**

**Motion 05-15-2304:** A motion was made by Mr. Schneider to accept the April Primary and Subsidiary 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

### Subsidiary Financial Reports

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

Mr. Schneider commented that there was not much change in the first month of the new fiscal year. Mr. Delia inquired about the number of vessels coming in this year; Mr. McMahon commented that there would be fewer vessels than last year due to not having the windmill projects this year, however, there will be multiple projects this year.

**Chairman's Report:** Mr. Enwright had nothing to report.

### **Committee Reports:**

**Executive Committee:** Ms. Cosemento spoke about she and Mr. McMahon attending a Micron Town Hall Meeting that was held at SUNY Oswego's Sheldon Hall about a week ago. Ms. Cosemento commented that the meeting went well, that there were several good questions asked,

and that the Port was well received. Ms. Cosemento indicated that Micron is investing in communities, supporting community activities and groups such as local YMCA's, schools, and other venues. Mr. McMahon stated that Micron will utilize the Port.

**Audit and Finance Committee:** Mr. Schneider had nothing to add after discussing the March Primary and Subsidiary Financial Reports as presented. Ms. Godden stated that the auditors will be onsite in about one week.

**Governance Committee:** Dr. Kares Smith had nothing to report.

**Planning and Development Committee:** Ms. Macey had nothing to report.

**OLD BUSINESS:** None.

**NEW BUSINESS:**

**Motion 05-15-2305:** A motion was made by Ms. Zeller to make a donation for a Tee-sign at the Oswego Opera Theater Golf Tournament that will take place on 06/17/2023. Motion was seconded by Ms. Macey. Motion passed. 5-Aye, 0-Nay, 1-abstain.

**Motion 05-15-2306:** A motion was made by Ms. Zeller for the Port to purchase a Ferris zero-turn lawn mower. The motion was seconded by Dr. Kares Smith. Motion passed. 6-Aye, 0-Nay.

**ADJOURNMENT**

**Motion 05-15-2307:** A motion was made by Ms. Zeller and seconded by Mr. Delia to adjourn the regular monthly meeting @ 5:31 PM. Motion passed. 6-Aye, 0-Nay.

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Kathleen Macey, Secretary/Treasurer

# Exhibit B



## **Administrative Report Topics – June 2023**

**William W. Scriber, Executive Director**

- Monthly operations update – May 2023 (see attached).
- Update on projects:
  - Attached report.
- Short Sea Shipping Project – Progressing – NDA – Novelis
- RV Park – Tentative completion, see attached signed work order to proceed for contractor (see attached).
- Working on lease for 2024 break wall projects.
- Working on peripheral quotes for land storage for windmill projects.
- Positive press articles in national magazines – with FTZ and Operation Oswego County (see attached).
- Finished revenue projections and ownership narrative for EDA Grant application. Received letter that we have passed first stage review.
- Discussing with Novelis main office trans-loading large slabs by rail to the plant.
- Harbor Deeping Section 107 – Army Corp. proceeding with contract for test drilling of the Port this summer. I have already quoted one company.



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

Totals						
	# In	# Out	Total # In/Out	MT In	MT Out	Total MT In/Out
Trucks	3	392	395	83.289	12656.451	12739.739
Railcars	0	9	9	0.000	810.006	810.006
Vessels	2	0	2	10496.431	0.000	10496.431
<b>Grand Totals</b>	<b>5</b>	<b>401</b>	<b>406</b>	<b>10579.720</b>	<b>13466.457</b>	<b>24046.177</b>

	Company	ST	MT	In/Out	Mode	#
Potash	Nutrien Ag Solutions	0.00	0.000	Inbound	Vessel	0
	Nutrien Ag Solutions	6043.81	5482.848	Outbound	Trucks	167
Grain	Anderson's Soybeans	0.00	0.000	Inbound	Trucks	0
	Anderson's Soybeans	0.00	0.000	Outbound	Trucks	0
	Anderson's Soybeans	0.00	0.000	Outbound	Vessel	0
	Anderson's Corn	91.81	83.289	Inbound	Trucks	3
	Anderson's Corn	106.17	96.316	Outbound	Trucks	3
	Anderson's Corn	892.88	810.006	Outbound	Railcar	9
	Anderson's Corn	0.00	0.000	Outbound	Vessel	0
Aluminum	Marubeni	4407.74	3998.675	Inbound	Vessel	2
	Marubeni	2204.11	1999.533	Outbound	Trucks	63
	Trafigura	0.00	0.000	Inbound	Vessel	0
	Trafigura	0.00	0.000	Inbound	Trucks	0
	Trafigura	0.00	0.000	Outbound	Trucks	0
	Glencore	3856.82	3498.885	Inbound	Vessel	2
	Glencore	2535.80	2300.437	Outbound	Trucks	72
	Glencore	0.00	0.000	Inbound	Trucks	0
	Goldman	2203.37	1998.881	Inbound	Vessel	1
	Goldman	0.00	0.000	Inbound	Trucks	0
	Goldman	1654.24	1500.700	Outbound	Trucks	47
	Concord	0.00	0.000	Inbound	Vessel	0
	Concord	0.00	0.000	Outbound	Trucks	0
	Concord	0.00	0.000	Inbound	Trucks	0
	IXM	1102.29	999.990	Inbound	Vessel	1
	IXM	0.00	0.000	Inbound	Trucks	0
	IXM	1407.23	1276.617	Outbound	Trucks	40
	Mitsubishi	0.00	0.000	Outbound	Trucks	0
	Mitsubishi	0.00	0.000	Inbound	Trucks	0
	Mitsubishi	0.00	0.000	Inbound	Vessel	0
	Mercuria	0.00	0.000	Inbound	Trucks	0
Mercuria	0.00	0.000	Outbound	Trucks	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 Transfer Loads	0.00	0.000	Outbound	Trucks	0	
Dean Marine Rock/Stone	Rock/Stone	0.00	0.000	Inbound	Railcar	0



**C&S Companies**  
499 Col. Eileen Collins Blvd.  
Syracuse, NY 13212  
p: (315) 455-2000  
www.cscos.com

June 23, 2023

Re: Project Status Update for 6/28/2023 POA Board Meeting

File: 301.xxx

## **REDI Projects:**

### **Goble Dry Dock**

*Description* - The project involves sediment and rock removal within the former dry dock area to establish the necessary draft and harbor limits for dockage to be installed to accommodate at least 22 vessels within the formal limits of the former dry dock and extending northward along the shoreline behind Derrick Boat 8.

*Status* – The project is approximately 75% complete.

- There are a few areas remaining where sidewalks still need to be poured, light poles installed and then top soil and seed placed.
- Utility infrastructure is mostly in place. Final water connection needs to be completed at the City water main.
- Electrical gear is scheduled to arrive in late August. National Grid has completed their upgrade work needed at the street.
- Docks continue to arrive on site. We are in the process along with WD Malone to find a subcontractor to install spud piles which must be drilled into the rock in order to secure the docks in place.
- Bathroom upgrades have not been started. WD Malone currently using pavilion space to secure tools and equipment.

*Schedule* – Expect docks to be set and spud poles to be installed in July/early August. Electrical is expected to be installed in September upon arrival of electrical gear. Connection to City water main expected to be completed in late July or August. Estimated completion to allow boats to dock without utilities or amenities, August 1. Estimated full project completion, October 31.

## **FEMA Projects**

### **West Terminal Pier**

*Description* - This project involves reconstruction of the north end of the West Terminal Pier to repair/replace the existing timber cribbing and concrete cap that was damaged during the lake's recent high water levels and waves/surges from storm events.

*Status* – Engineering design is completed and bid documents have been prepared. The project will be ready to advertise as soon as the MWBE goal waiver is received from NYSESD. Environmental permits may not be issued at the time when the project is advertised however, will be complete and in-hand prior to the selected Contractor commencing work.

- Expect environmental permits are expected to be issued within the coming weeks based on correspondence with the NYSDEC on June 20. Please note that since the project is funded by FEMA, the EPA will have up to 30-days to review the project, in particular the environmental permits prior to construction being able to commence.
- A minority goal participation waiver request was initiated with NYSESD in November 2022 to reduce goals from the Port's standard 36% rate (15% MBE, 15% WBE, 6% SDVOB) based on the scope of work included in the project. C&S has prepared the waiver request, including Good Faith Effort documentation requesting goals be reduced to 22% (11% MBE and 11% WBE). The GFE was submitted June 20<sup>th</sup> requesting an expedited review be performed as directed by the ESD. Please note that the NYSESD often did not correspond in a timely manner, resulting in the process being delayed. Lastly, Contractor's bidding the project will be required to either provide documentation committing to meeting the project's established goals or will be required to prepare their own Good Faith Effort (GFE) documentation explaining why they can't that will need to be submitted, reviewed and accepted by the NYSESD prior to the Port being able to issue a Notice of Award

*Schedule* - The project is expected to be advertised as soon as the NYSESD approves the minority participation goal waiver request, hopefully in the July/August 2023 timeframe. Construction may begin in the fall of 2023 however, likely will not begin in full until spring 2024.

## **FEMA Projects, cont'd**

### **East Terminal Project**

*Description* - This project involved performing localized repairs to an approx. 100 ft length of the existing steel sheet pile pier wall to prevent continued loss of retained material from behind the wall. It also involved filling in the resulting voids in the surface behind the pier wall and restoration of the 2 existing railroad tracks parallel to the dock that had settled and shifted to the point where they were no longer in service.

*Status* – The project was substantially completed at the end of April 2023. We are waiting for wheel stops to be delivered and installed on the south ends of the 2 railroad tracks along the dock. Due to the steel sheeting and new concrete cap extending out about 3' from the existing concrete cap, a steel and timber transition is being developed to be installed along the face of the existing concrete cap immediately north of the repaired area to soften the transition for vessels. This transition piece will be fabricated and installed this summer.

## **Grain Handling Improvements Project**

Description - Bid Packages 1, 2 & 4-6 have been completed. Bid Package 3 & 7 remains open. The SEQR for Dome 4 as required by the Judge's ruling is being prepared and will be presented to the Board at a future time to be determined.

*Bid Package 1 (Dome 1 Demolition); Completed*

*Bid Package 2 (Ground Stabilization); Completed*

*Bid Package 3 (Dome 4 Construction); Remains open until construction completed following completion of SEQR*

*Bid Package 4 (Grain Equipment, Foundations and Controls); Completed*

*Bid Package 5 (Electrical Infrastructure, Site Lighting and Grain Elec.); Completed*

*Bid Package 6 (Grain Control/Lab Building [sub packages – Wick's Law]); Completed*

*Bid Package 7 (Site Infrastructure Improvements); Corresponds with work remaining under Bid Package 3 for Dome 4*

Schedule – Completion of the construction of Dome 4 is dependent upon timing of completion of the SEQR.

## **Other Projects/Task Assignments**

### **East 1<sup>st</sup> Street**

*Description* – Evaluation of the turning movements of a Type 1 permit truck entering and traveling south along East 1<sup>st</sup> Street along the designated NYS truck route departing from the Port.

*Status* – Evaluated the turning movements of a Type 1 permit truck entering and traveling south along East 1<sup>st</sup> Street to identify what the removal limits of the raised vegetated median and mid-block sidewalk and crosswalk extension would be. A conceptual plan showing the necessary modifications was prepared and provided to the Port and presented to the City on June 20<sup>th</sup>.

*Schedule* – As needed.

### **Vinegar Hill RV Park**

*Description* – Preparation of the SEQR and engineering support as needed for sewer connection to City force main

*Status* – Prepared and delivered SEQR in January 2023. Continue to provide engineering support as needed for sewer connection to City force main.

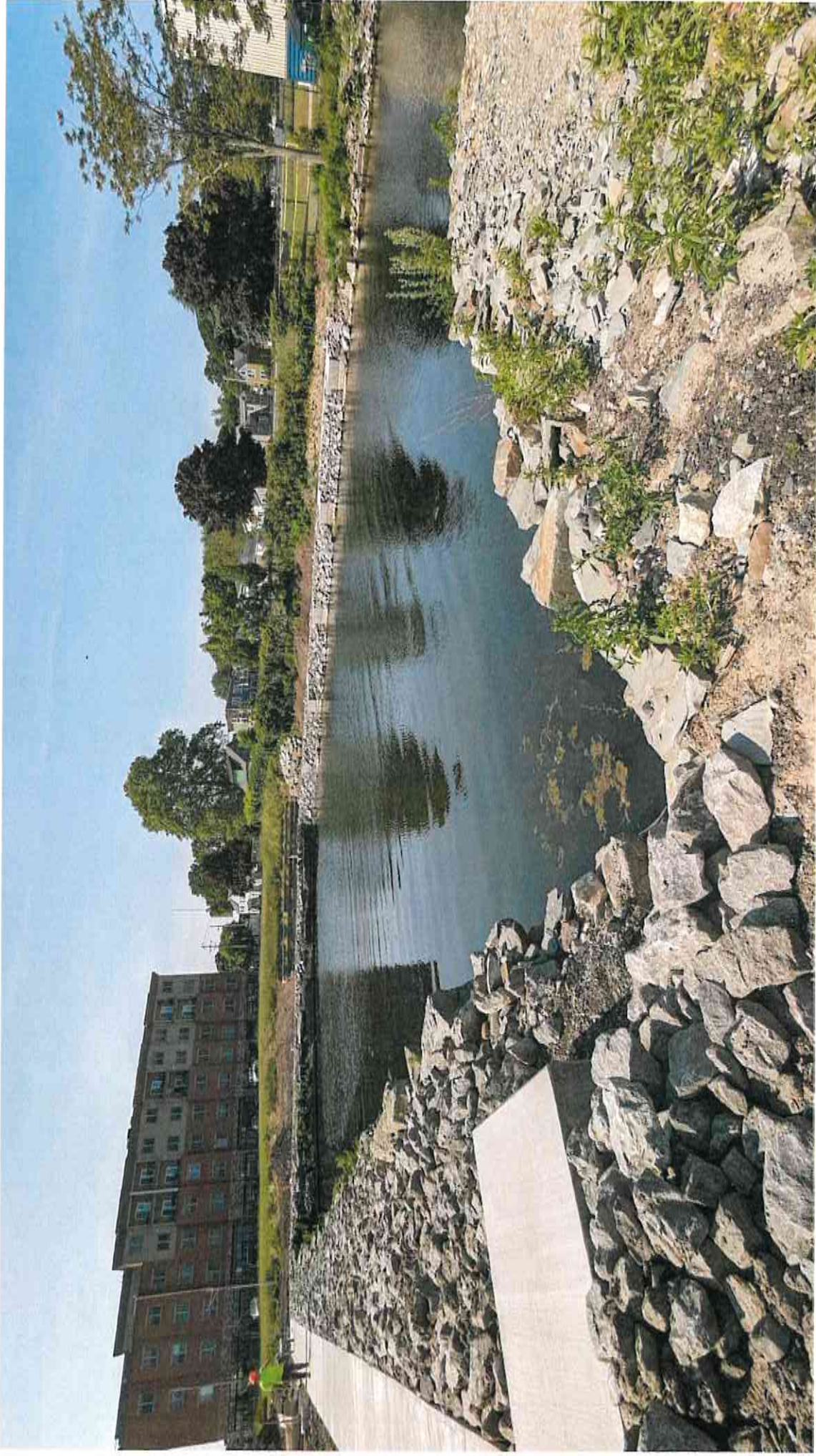
*Schedule* – As needed.

### **Economic Development Administration (EDA) Grant Applications**

*Description* – A grant application has been submitted for the Phase 2 Track Improvements and Portable Ship Loading Conveyor Project. The project includes acquisition of a new silo to ship conveyor specifically designed for grain, rehabilitation of railroad tracks south of the silo unloading pit to improve operations and construction of at least 1 new storage track at the Fitzgibbons Rail Yard

*Status* – Grant was submitted 3/31/2023. We are currently responding to questions and requests for additional information from the EDA reviewers.

*Schedule* – Expect grant to be officially awarded by September 2023.



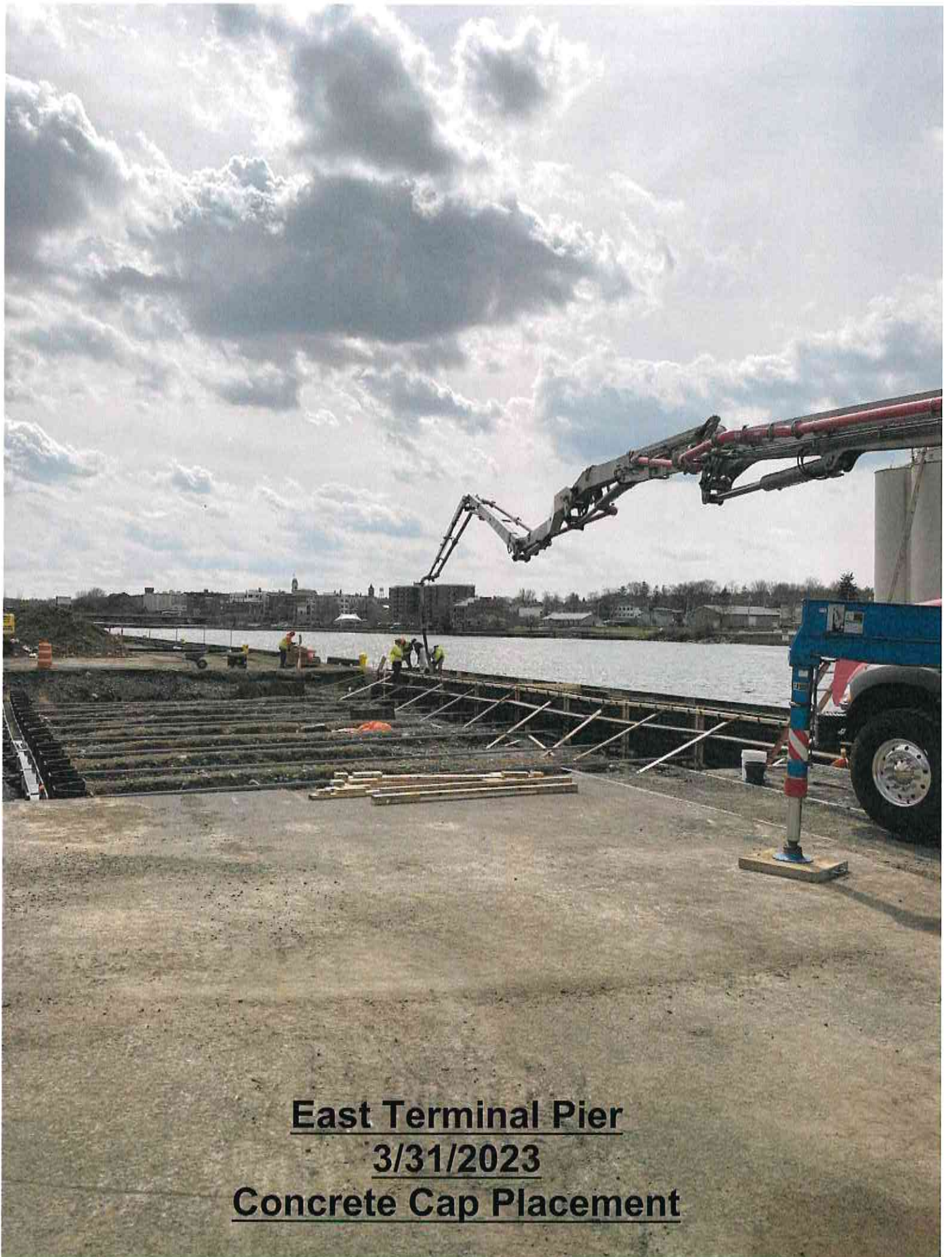
**Goble Dry Dock Marina**

**6/20/2023**

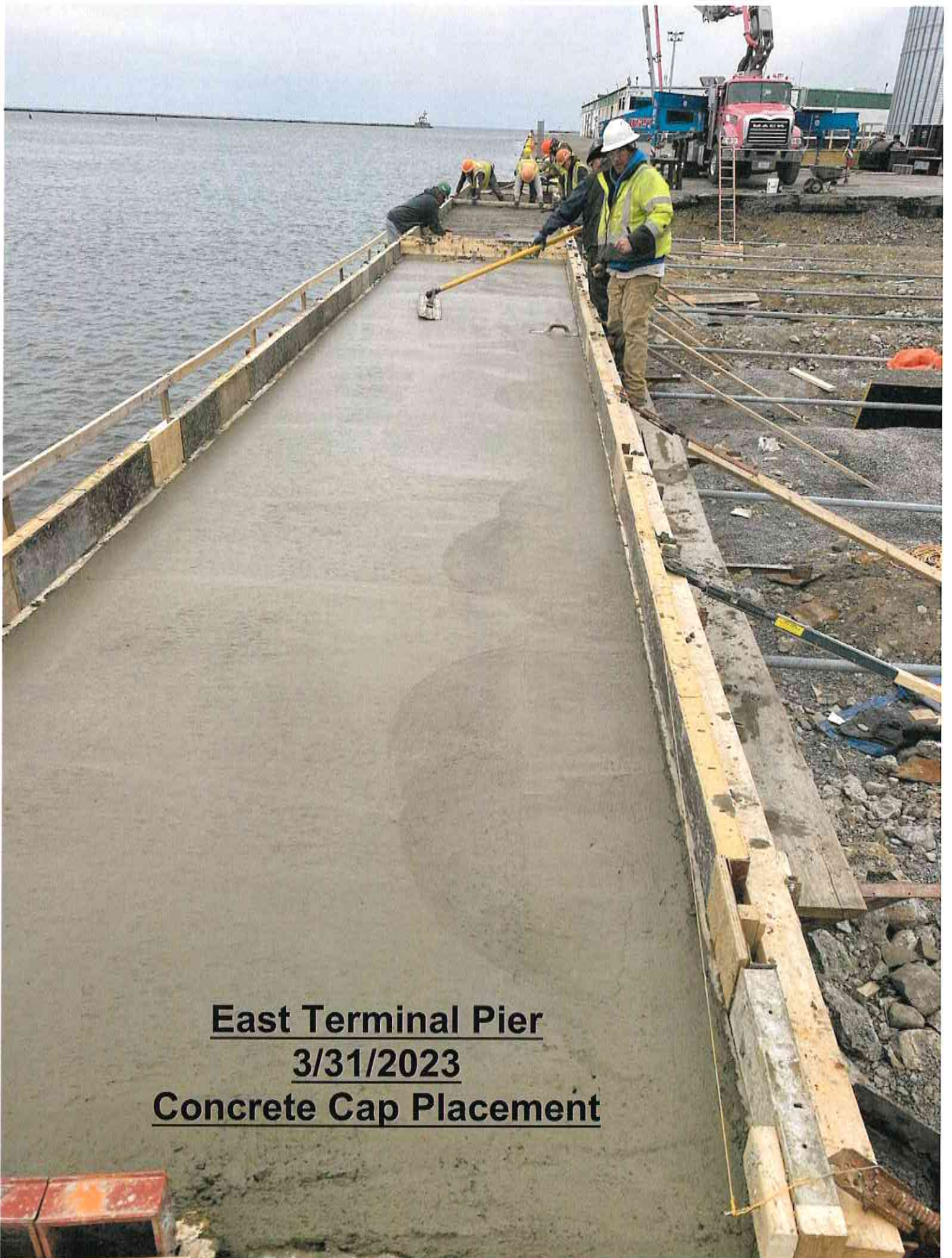


**Goble Dry Dock Marina**  
**6/20/2023**





**East Terminal Pier**  
**3/31/2023**  
**Concrete Cap Placement**

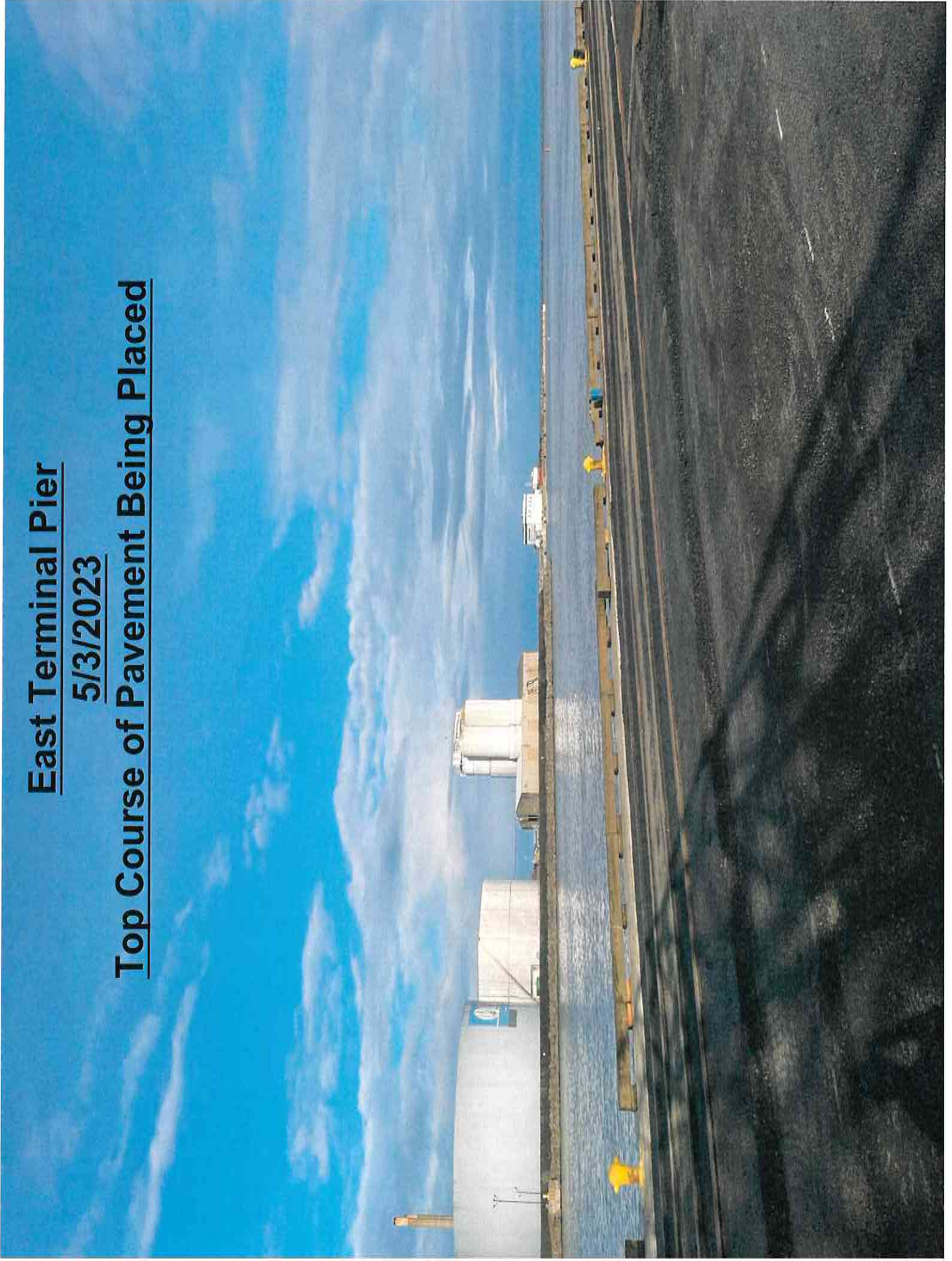


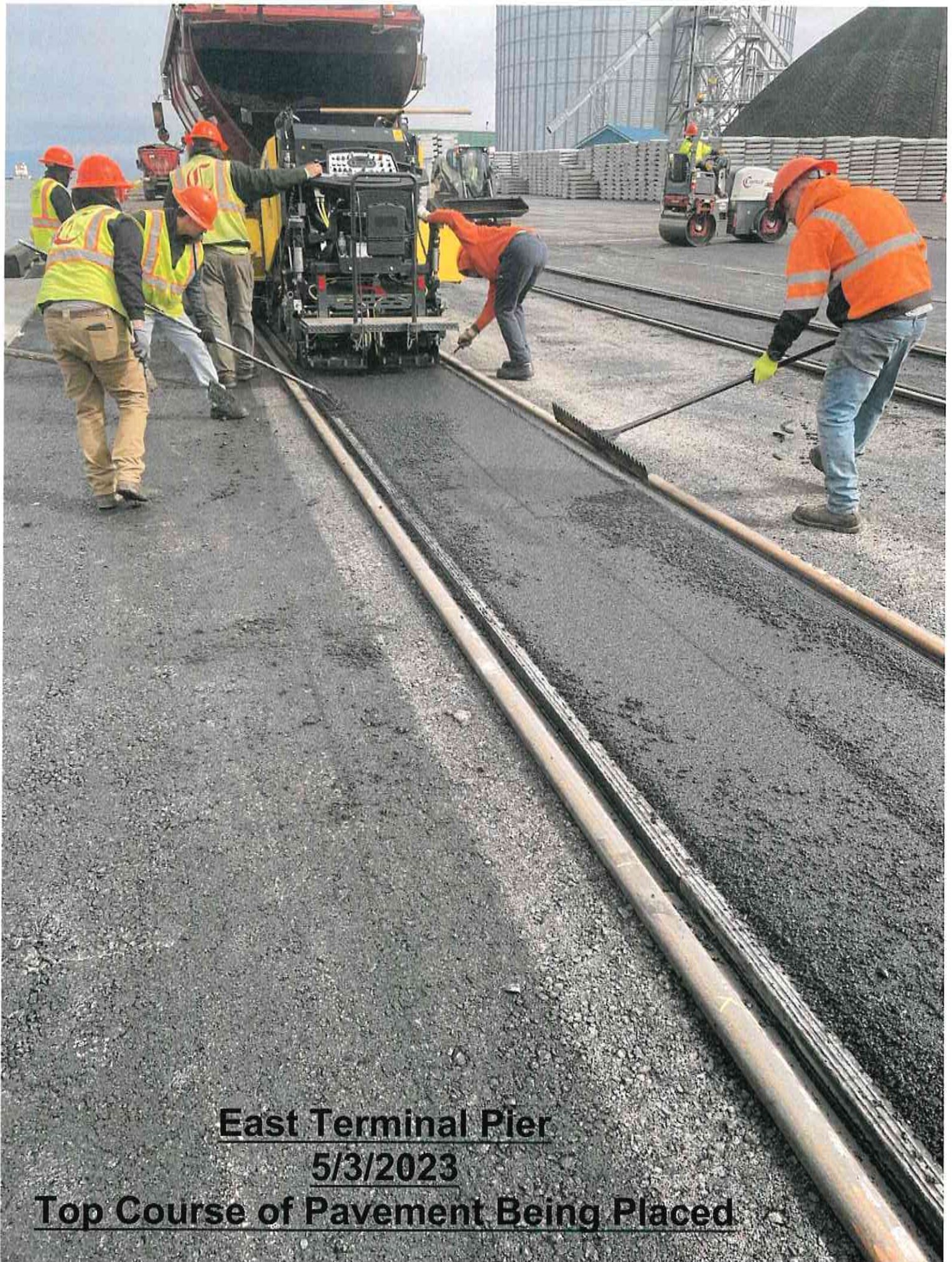
**East Terminal Pier**  
**3/31/2023**  
**Concrete Cap Placement**

**East Terminal Pier**

**5/3/2023**

**Top Course of Pavement Being Placed**





**East Terminal Pier**  
**5/3/2023**

**Top Course of Pavement Being Placed**

CITY OF OSWEGO  
OSWEGO, NY 13126

APPLICATION FOR WORK PERMIT FOR EXCAVATION OR OTHER WORK INVOLVING  
PUBLIC SPACE

For all excavations and other work that will have an impact on public space including, but not limited to, water, gas or sewer main installations; telephone, fiber optics, electric power or television cable installations; water or gas service or sewer lateral installations; driveways, parking pads, curb cuts or miscellaneous structures; demolitions and removal of debris.

TO: Commissioner of Public Works of the City of Oswego

Application is hereby made by the undersigned, (PRINT)

Port of Oswego Authority

(SIGNATURE)

(PHONE #)

315-343-4503

whose principal place of business or residence is at:

1 East 2nd St. Oswego NY 13126

REASON FOR PERMIT:

Curb cut/excavation

SIZE OF WORK AREA:

10 ft.

TYPE OF AREA WHERE WORK WILL TAKE PLACE:  
(PAVEMENT, GRASS, ETC...)

grass & sidewalk

On or in a public street situated in the Oswego Known as:

EAST Schuyler St.

In accordance with the map and plan hereto attached, and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; all forming a part hereof. This applicant will obtain any and all other consents and permits that may be necessary to accomplish the purpose set forth herein, as it is understood that in granting such a permit, this Department merely expresses its assent insofar as it is authorized.

**IMPORTANT NOTICE:** Carefully comply with the conditions stated in this permit. No work affecting the roots or any parts of trees in public space is authorized by this permit. To obtain such authorization, contact the Councilor of the Ward in which the work will be done and he/she will submit a work request to the Dept. of Public Works for approval.

To avoid serious damage to underground utilities, the Applicant must contact DigSafelyNewYork, 1-800-962-7962, to locate the utilities at the work site at least three (3) working days prior to any excavation. This permit does not authorize the use of explosives of any kind. Conduct your operation safely and prevent accidents. The Applicant and/or his/her successor in interest shall be responsible for all future maintenance of all work done under this permit.

Protective Liability Insurance required on this permit covered by Undertaking dated \_\_\_\_\_ 20\_\_\_\_

Or by Protective Liability Insurance Policy No. ITN 1006522523 which expires on 10/1/2023

And Worker's Compensation Insurance Policy No. 5335594-5 which expires on 10/1/2023

And Disability Benefits Insurance Policy No. R20882-000 which expires on NO P.P.

PERMISSION IS HEREBY GRANTED

To above Applicant, to process as set forth and represented in the attached and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; all forming a part hereof, to wit:

**SHARK WELDING & REPAIR SVC.**

6786 STATE ROUTE 3  
MEXICO, NY 13114

*QUOTE*

2119

315-771-6968

TO *Part of Contract*

DATE *6/22/23* JOB NO.

JOB NAME *RV SEWER*

JOB LOCATION *Connect to Shop*

TERMS

	DESCRIPTION	PRICE	AMOUNT
>	<i>Connect 4" SEWER LINE From inside of Gate across Roadway along paved AREA to WET WELL @ maint. Shop Approx 300' w/ cleanouts</i>		

*Total parts, labor, mat 11,500<sup>00</sup>*

# MOVING FORWARD

PORT OF OSWEGO IS MAKING MOVES TO PREPARE FOR THE FUTURE

By Christine R. Rohn-Tielke

**“**If you stand still, nothing happens,” said William Scriber, executive director and CEO of the Port of Oswego Authority (POA). “You must move forward.”

Scriber has held this position for four years, but he also worked for the POA for several years prior to becoming its director. Over these past four years, Oswego has definitely moved forward. In fact, in three of those four years, including 2022, the Port of Oswego received the Robert J. Lewis Pacesetter Award given by the Great Lakes St. Lawrence Seaway Development Corporation to U.S. Great Lakes ports that have experienced major increases in cargo tonnage.

Oswego celebrated a record year in 2022. Shipping was up 300 percent over 2021, with the port receiving 154,250 metric tons of cargo.

“Our 2022 performance firmly establishes us as a Great Lakes commerce force and a gateway to the world,” Scriber said. In fact, its strategic location puts Oswego fewer than 350 miles from 60 million people. “We’re also the gateway from Lake Ontario to the New York State Canal system, with the entrance through Lock 8 here in Oswego,” he said. Additionally, the Port of Oswego recently received a U.S. Department of Transportation (USDOT) designation as a USDOT Marine Highway, one of only 32 such designations in the United States.

Oswego remains the last stevedoring port on the Great Lakes. “That means we operate as a business,” Scriber said. “We own all our own equipment, from forklifts to cranes. We support our own infrastructure needs, from roofs to rails to computer software. We hire our own labor and have specific labor



**PORTS**



agreements." In effect, the port oversees projects across all aspects of port operations.

"We have been very successful with that," Scriber said.

Today's multimodal operation moves commodities via vessel, truck and rail.

Current cargo handled includes grain, aluminum, salt, fertilizer, petroleum products, cement, nuclear power plant components, windmill parts and more.

More than two centuries ago, in 1799, Oswego was designated by the U.S. Congress as the first port of entry

into the young country. Later, in 1828, the Oswego Canal connected to the New York Barge Canal, creating the most direct route from the Atlantic to the Great Lakes. Major commodities handled throughout the early years included furs, salt, lumber, grain, and coal.

Harbor and port operation evolved over the years. The current Port of Oswego Authority (POA) was created in 1960. Between 1960 and 1963, physical changes were made, creating the current port layout on the Oswego River's east side. Additional major physical improvements over the last 10 years include upgraded rail access and service, heavy equipment acquisition, marine improvements, and expansion of container facilities. In addition to its ideal location in central New York, there are no overhead restrictions, and the location provides access to relatively uncongested over-the-road travel routes. Scriber pointed out that the Port of Oswego is currently operating at 110 percent occupancy.

**Foreign Trade Zone**

In February 2023, the Port of Oswego obtained Foreign Trade Zone (FTZ)

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— Marine Engineers

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- Scantling Reassessments
- Finite Element Analysis (FEA)
- Technical Writing & Documentation
- 3D Scanning, Modeling & Rendering
- Computational Fluid Dynamics (CFD)
- Failure Analysis & Damage Assessment
- Regulatory Compliance Plans & Calculations
- Construction Supervision & Project Management

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[sales@empirefoamsolutions.com](mailto:sales@empirefoamsolutions.com)  
[empirefoamsolutions.com](http://empirefoamsolutions.com)



designation for goods arriving by boat, truck, or rail. When goods come into the FTZ, companies will save time and money on duties, tariffs and production costs. FTZs allow for no duties and federal excise taxes to be paid until a finished product is brought from the FTZ to the domestic market or a NAFTA country.

According to Leonard Rauch, senior economic development specialist for the Onondaga County Office of Economic Development, another FTZ advantage is that manufacturing operations can be established within an FTZ, and scrap or byproducts would not be subject to duty fees.

"We just got the [FTZ] okay a month ago," Scriber said in early March. "This time next year, we'll have a busy, thriving FTZ. As an FTZ, we can offer additional benefits to businesses working with us at the port. Businesses pay no duty on commodities while in an FTZ until they are released for consumption." Other user advantages include streamlining logistics and the ability to closely track inventory.

The fact that Oswego is the only FTZ on Lake Ontario is "another arrow in



our quiver," Scriber said. "A number of companies are now interested in locating their goods here."

There are currently 191 active FTZs in the 50 states and Puerto Rico, with more than 3,200 companies utilizing the program.

### Cargo and Cooperation

Oswego also boasts the only grain export facility on Lake Ontario in New York. About 100 local farmers are now sending grain to market via the port facilities. Scriber said that Oswego

 An advertisement for Algoma Central Corporation. The background is a night view of a ship on a body of water, with lights reflecting on the water. The text is overlaid on the right side of the image.
 

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## PORTS

usually handles one of the first Seaway grain export cargoes of the season, and 2023 should be no different.

The port's Regional Agricultural Export Center opened a USDA, state-of-the-art grain testing lab in May 2022. Oswego's two-year-old grain silo holds up to 22,000 metric tons and currently operates at 100 percent capacity. Adding another silo is a real possibility. The current shiploader handles 18,000 bushels per hour. There are plans to add another, operating at 30,000 bushels

per hour.

"We are the second largest importer of prime aluminum on the Great Lakes," Scriber said. Close to 500 aluminum slabs were received in 2022. They supply the Novelis plant in Oswego.

In 2022, the Port of Oswego handled more than 300 wind turbine tower sections, blades, and other large components.

"This is a specialized service that we pride ourselves on and have mastered over the years," Scriber said.

In fact, Oswego cooperated with the Port of Monroe, Michigan, in handling wind tower sections. Manufactured at Monroe by Ventower Industries, 90 tower sections were loaded onto US-flag barges for shipment to the Port of Oswego, where they were staged with other components for delivery to a project in upstate New York.

"We hope to work again with Monroe," Scriber said.

### Upgrades

Over the past year and a half, the port invested in upgrading and expanding its capabilities, and the process continues this year. Last year, Oswego saw \$7 million in east dock upgrades and \$4 million in west pier retaining wall and dock reconstruction. \$17 million in federal funding was earmarked for critical repairs to the entire harbor breakwater, including the foundation of West Pierhead Lighthouse. A \$2.1 million contract was awarded for construction of a new deep-water marina with modern docks and facilities.

Also in 2022, an agreement was signed between the port and the U.S. Army Corps of Engineers to deepen Oswego's harbor, making it accessible to Seawaymax container ships.

### Vision

"We are planning for short sea container shipping," Scriber said.

Part of Oswego's Vision 2030 Comprehensive Plan, which was prepared in March 2021, is to create a short sea shipping project on Lake Ontario with direct connection to other major Great Lakes ports. One of the key components identified for this service was a high reach stacker.

In October 2022, the port secured a USDOT Maritime Administration Marine Highways Grant for \$754,000 toward a low-emission reach stacker. This will expand Oswego's ability to load and unload containers, both on cargo ships and rail, ensuring the port's capability to enter the containerized cargo movement. Total cost is estimated at \$900,000.

"Our board is focused on making the port a premier transportation facility," said Francis Enwright, POA board chair. "Acquisition of this new equipment is vital to our vision and our ability to serve our customers, present and future."

In 2023, the port continues to seek new customers, particularly for agricul-





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ture products and wind turbines, while planning for additional growth.

"We have to think outside the box," Scriber said. "We can't rest on how things used to be."

For instance, a proposed solar-heated warehouse would service Novelis and possible future customer Micron. Both companies require heated space. The environmentally friendly warehouse would use rooftop solar panels to provide radiant floor heat. A Port Infrastructure Development Program (PIDP) grant would provide funding.

**Rail**

Over the past several years, the port has also increased its rail capacity. In addition to renovation of existing rail, a spur was added for 12-14 rail cars. Upcoming rail improvements, pending grant approval, include the addition of two tracks into the port (making a total of five), and a totally electric engine able to move 12 cars at a time.

**Other Facilities**

The Port of Oswego is also home to the H. Lee White Maritime Museum, opened in 1982, which is looking to expand its footprint into a new and larger building.

"We've been working with them to find funding for a new museum," Scriber said.

Construction of a new museum building is part of a bigger plan to attract more port business, including cruise ships. "Lake cruises are in Lake Ontario now. They haven't been here because we don't have a dock facility for them. The current museum building would work well."

**Washington Fly-In**

During the first week of March, the American Great Lakes Ports Association (AGLPA) held its first Washington, D.C., fly-in since the Covid-19 pandemic. Port executives from around the Lakes – including Scriber – met with U.S. senators and representatives, congressional committee staff and maritime and environmental agency leaders, as well as each other.

"Our view is a commercial view," Scriber said. "It is important that we have open lines of communication with decision makers."

In Washington, Scriber met with Secretary of Transportation Pete Buttigieg, as well as Adam Tindall-Schlicht, Great Lakes St. Lawrence

Seaway Development Corporation administrator; and Representative Marcy Kaptur (OH), co-chair of the Great Lakes Task Force, working with the newly created Great Lakes Authority, which will be involved with the region's transportation infrastructure.

Scriber noted that other ports are also making great progress. New ideas are flowing.

"We can work together and speak with one voice to make the entire system more vibrant," he said.

He added, "Our investments over the past several years at the Port of Oswego are gaining notice, with several new customers looking to come to Oswego. My mission is how to make it bigger, better and more resilient than ever. But none of this happens overnight. We are a great port that is growing. We're doing what ports and intermodal centers are supposed to do. And we have a great staff to work with. It takes a team."

Moving forward – indeed. ■

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## Ports & FTZs: Expand The Reach Of Commerce

*Support from federal and local governments has allowed ports across the United States to increase its import and export capabilities.*

May 25, 2023

### Oswego County, New York: Home To The Port Of Oswego

Situated in central New York, Oswego County is located proximally to New York City, Boston, Philadelphia, Cleveland, Toronto, and Montreal. Yet, Oswego County has more to offer industries than an attractive location within hours of every major northeast market.

Oswego County has many options for multimodal transport of raw materials, parts, and products. The various combinations of transport are ideal for materials import and product export. What is unique to Oswego County is a port, with the ability to ship internationally.



*Ship entering the Oswego Harbor in route to the Port of Oswego in upstate New York. (Photo: Port of Oswego)*

The Port of Oswego, a deepwater port on the southeastern shore of Lake Ontario, provides a major logistical advantage to the industry in Oswego County and the Central New York region. As the first port of call and hub in the Great Lakes St. Lawrence Seaway System, it is part of over 2,300 miles of water transportation from Duluth, MN to the Atlantic Ocean. The Port of Oswego can accommodate on-dock rail and truck loading, making for a smooth transition of goods to market.

As one of four contiguous counties forming Foreign Trade Zone 90, Oswego County is aligned for the convenient and cost-effective production of goods. The Port of Oswego Authority (POA) is now also a Foreign Trade Zone (FTZ) for goods arriving by ship, truck, or rail. The Port's FTZ is under the umbrella of Foreign Trade Zone 90. FTZ 90 acts as a conduit to the Port of Oswego and other zone partners for business growth and expansion.

As an FTZ, the port can offer many benefits to businesses. Goods can be stored in an FTZ indefinitely, as opposed to a limited time in a bonded warehouse. Those goods are not subject to quota restrictions and can be entered into U.S. commerce at any time. In addition, if goods become obsolete or pass expiration while in a FTZ, they can be destroyed without paying any duty on them. Other advantages for businesses include streamlining their logistics and the ability to closely track their inventory.

Additionally, companies can establish manufacturing operations within an FTZ, and any scrap or byproducts would not be subject to duty fees. For businesses that haven't been able to justify the upfront costs of applying for an FTZ, there would now be savings by taking advantage of the Port's FTZ to bypass those costs.

The Port recently signed an agreement with the Army Corps of Engineers to deepen the Oswego Harbor near the port. This will expand the Port's capabilities and spur growth. Upon completion, the Port would be capable of accepting shipments from Seawaymax Class freighters.

The Port of Oswego had a record year in 2022, with shipping alone up over 300% compared to 2021. Its strategic location at the crossroads of the northeastern North American shipping market, puts them less than 350 miles from 60 million people. Products can get anywhere they need to go, nationally or internationally, from the Port of Oswego and Oswego County, NY.

[Visit portoswego.com](http://portoswego.com) for more information.

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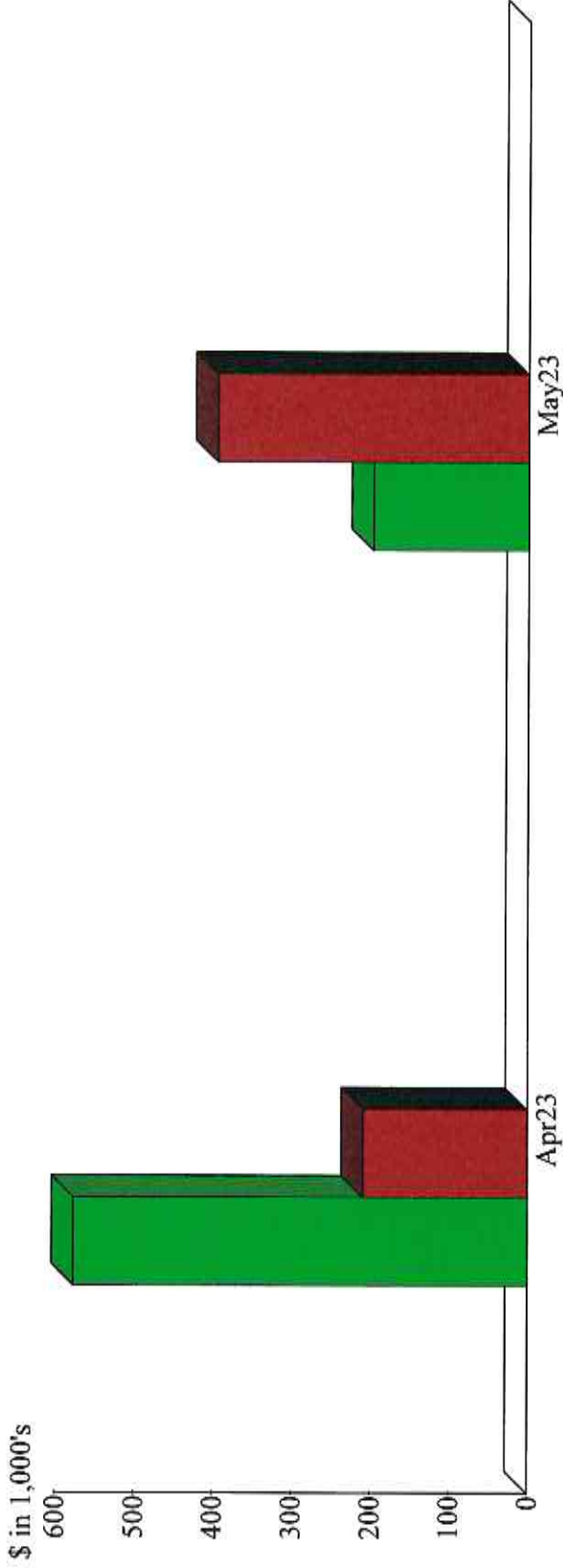


As an interactive, digital companion to *Business Facilities' Annual Site Seekers' Guide* Print Edition, SSG Location Profiles offer everything corporate real estate executives need to know to make informed site selection decisions.

# Exhibit C-1

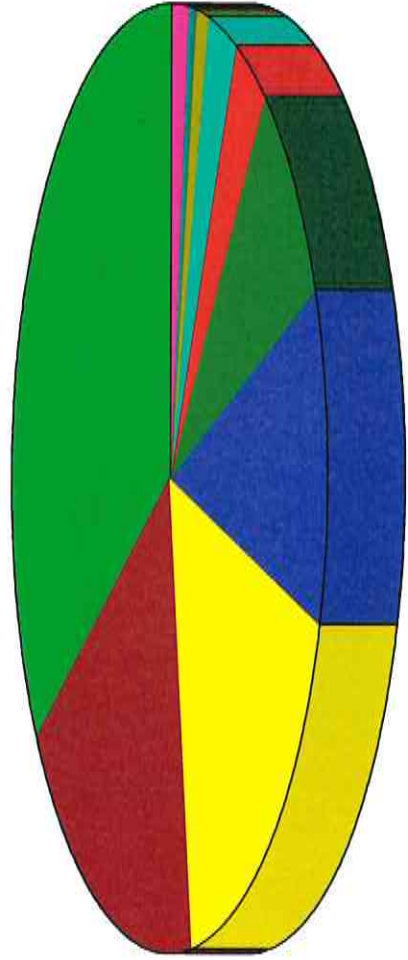
Income and Expense by Month  
April through May 2023

Income  
Expense



Income Summary  
April through May 2023

9000020 · Auction / Sale of equipment	34.24%
4800000 · Marina Income	18.30
4600000 · Stevedoring	17.68
4300000 · Loading and Unloading	11.55
4400000 · Rental	8.57
4000000 · Storage	3.41
4200000 · Wharfage	3.03
9000000 · Interest Income	1.34
4500000 · Misc Income	0.95
4100000 · Dockage	0.92
<b>Total</b>	<b>\$773,999.61</b>



By Account

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

	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
<b>1000600 · Imprest Fund - Key Bank</b>					
Total 1000600 · Imprest Fund - Key Bank	374,022.52	156,325.95	423,990.15	-267,664.20	106,358.32
<b>1000700 · Health Fund - Key Bank</b>					
Total 1000700 · Health Fund - Key Bank	912.73	6,000.00	5,085.69	914.31	1,827.04
<b>1001000 · Comptroller Fund - Key Bank</b>					
Total 1001000 · Comptroller Fund - Key Bank	15,135.89	274,302.23	281,041.92	-6,739.69	8,396.20
<b>1001001 · Gen. State Checking - Key Bank</b>					
Total 1001001 · Gen. State Checking - Key Bank	918,624.04	282,275.49	155,567.95	126,707.54	1,045,331.58
<b>1001500 · Key Money Market</b>					
Total 1001500 · Key Money Market	82,872.87	55.98	0.00	55.98	82,928.85
<b>TOTAL</b>	<u>1,391,568.05</u>	<u>718,959.65</u>	<u>865,685.71</u>	<u>-146,726.06</u>	<u>1,244,841.99</u>



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

	May 31, 23	May 31, 22	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
1000100 · Petty Cash	191.20	59.12	132.08
1000300 · Oswego Marina - Register fund	600.00	600.00	0.00
1000600 · Imprest Fund - Key Bank	106,358.32	269,305.05	-162,946.73
1000700 · Health Fund - Key Bank	1,827.04	970.59	856.45
1001000 · Comptroller Fund - Key Bank	8,396.20	7,512.90	883.30
1001001 · Gen. State Checking - Key Bank	1,045,331.58	303,703.87	741,627.71
1001500 · Key Money Market	82,928.85	12,607.94	70,320.91
1003300 · CD - Bldg Rehab Fund	88,238.67	87,643.82	594.85
<b>Total Checking/Savings</b>	<b>1,333,871.86</b>	<b>682,403.29</b>	<b>651,468.57</b>
<b>Accounts Receivable</b>			
1100000 · Accounts Receivable	170,821.99	690,653.66	-519,831.67
<b>Total Accounts Receivable</b>	<b>170,821.99</b>	<b>690,653.66</b>	<b>-519,831.67</b>
<b>Other Current Assets</b>			
1100103 · Accounts Receivable Other	995.04	995.04	0.00
1100104 · Short term Lease Receivable	153,980.00	0.00	153,980.00
1100900 · Other Receivable	0.00	760,621.00	-760,621.00
1201000 · Prepaid Insurance	35,745.43	72,144.65	-36,399.22
1202000 · Prepaid expense	193.05	193.05	0.00
1210000 · Inventory Asset	36,584.60	-6,853.68	43,438.28
1300000 · Grant Receivable	748,868.43	2,729.07	746,139.36
1499000 · Undeposited Funds	2,792.69	9,051.36	-6,258.67
<b>Total Other Current Assets</b>	<b>979,159.24</b>	<b>838,880.49</b>	<b>140,278.75</b>
<b>Total Current Assets</b>	<b>2,483,853.09</b>	<b>2,211,937.44</b>	<b>271,915.65</b>
<b>Fixed Assets</b>			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	14,074,827.75	0.00
1502050 · Land & Land Impr-Held for Lease	1,537,131.13	1,376,575.13	160,556.00
1502100 · Alcan Water Line	1.00	1.00	0.00
1502300 · Bldgs & Improvem-Capital Assets	8,516,661.43	8,469,552.43	47,109.00
1502350 · Bldgs & Improvem-Held for Lease	4,019,489.22	4,012,217.36	7,271.86
1502400 · Office Equipment & Furniture	473,841.90	469,143.90	4,698.00
1502500 · Operating Equipment	3,198,247.57	3,157,693.41	40,554.16
1502501 · Equipment - Marina	299,821.60	284,972.58	14,849.02
1502550 · Lease Assets	452,463.00	0.00	452,463.00
1502600 · Computer Software	32,872.24	32,872.24	0.00
1502800 · Acc Dep-Bldg & Impr-Cap Assets	-6,722,169.54	-6,529,748.54	-192,421.00
1502850 · Acc Dep Bldg & Impr-Held for Le	-2,331,837.00	-2,221,428.00	-110,409.00
1502900 · Acc Dep - Operating Equip	-2,554,080.33	-2,385,670.33	-168,410.00
1502905 · Acc Dep - Marina equipment	-239,567.00	-227,418.00	-12,149.00
1503000 · Acc Dep - Office Equipment	-462,481.46	-454,703.46	-7,778.00
1503100 · Acc Dep-Land & Impr-Cap Assets	-8,048,916.11	-7,468,047.11	-580,869.00
1503101 · Acc Dep - Computer Software	-32,872.00	-32,872.00	0.00
1503150 · Acc Dep Land & Impr-Held for Le	-96,532.00	-37,174.00	-59,358.00
1503200 · Acc Dep - Lease Asset	-158,555.00	0.00	-158,555.00
1503600 · Equipment - New or Replacement	0.00	11,975.00	-11,975.00
1504900 · Cap Imp - Gas Dock Improvements	1,031.76	0.00	1,031.76

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

	<u>May 31, 23</u>	<u>May 31, 22</u>	<u>\$ Change</u>
1505600 · Cap Imp - Agricultural Center	14,512,163.21	14,310,668.53	201,494.68
1505800 · Cap Imp - Railcar conveyor	724.05	0.00	724.05
1506400 · Cap Imp - Warehouse doors	4,178.64	0.00	4,178.64
1506600 · Cap Imp - RV Park	96,200.96	95,677.02	523.94
1507800 · Cap Imp - FEMA-West 2017	371,021.73	320,032.64	50,989.09
1507802 · Cap Imp - FEMA-East 2017	1,266,437.44	177,482.53	1,088,954.91
1508600 · Cap Imp-REDI 19515-Goble Marina	544,560.44	541,986.96	2,573.48
1508900 · Cap Imp-Fitzgibbons Prop Imprv	0.00	160,556.00	-160,556.00
<b>Total Fixed Assets</b>	<u>28,754,664.63</u>	<u>28,139,173.04</u>	<u>615,491.59</u>
<b>Other Assets</b>			
1100105 · Long Term Lease Receivable	1,098,913.00	0.00	1,098,913.00
1100106 · Interest Receivable	2,496.00	0.00	2,496.00
1800000 · Pension - Deferred Outflow	-190,195.00	-76,109.00	-114,086.00
1800001 · Deferred Outflow - OPEB	385,391.00	519,043.00	-133,652.00
<b>Total Other Assets</b>	<u>1,296,605.00</u>	<u>442,934.00</u>	<u>853,671.00</u>
<b>TOTAL ASSETS</b>	<u><b>32,535,122.72</b></u>	<u><b>30,794,044.48</b></u>	<u><b>1,741,078.24</b></u>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
2000100 · Accounts Payable	77,150.40	474,665.43	-397,515.03
<b>Total Accounts Payable</b>	<u>77,150.40</u>	<u>474,665.43</u>	<u>-397,515.03</u>
<b>Credit Cards</b>			
2000101 · Key Bank - Bill Mastercard	1,142.19	7,425.09	-6,282.90
2000103 · Lowe's credit card	4,133.20	221.28	3,911.92
<b>Total Credit Cards</b>	<u>5,275.39</u>	<u>7,646.37</u>	<u>-2,370.98</u>
<b>Other Current Liabilities</b>			
2000200 · Retainage Payable	52,157.76	72,968.19	-20,810.43
2000300 · Accounts Payable Other	25,357.90	261.60	25,096.30
2000400 · A/P-Deferred COVID19 ER SS	0.00	19,414.06	-19,414.06
2001000 · Accrued Salaries	37,502.49	49,791.08	-12,288.59
2001200 · Accrued Compensation	58,468.03	53,350.23	5,117.80
2001600 · Accrued NYS Retirement Withheld	1,457.68	1,131.56	326.12
2001700 · NYS Retirement Loan Withheld	1,134.00	766.00	368.00
2002000 · Medical FSA Withheld	117.31	0.00	117.31
2002700 · Accrued NYS PFL withheld	2,272.85	1,742.24	530.61
2003000 · #1570A Pension Fund	30,326.13	100,078.19	-69,752.06
2003100 · 1570 1% Checkoff Withheld	420.66	1,510.86	-1,090.20
2003200 · 1570 1/10% Checkoff Withheld	42.07	151.14	-109.07
2003300 · 1570A 9/10% Checkoff Withheld	378.61	1,359.85	-981.24
2003401 · 1570A Local Dues Withheld	767.75	2,533.74	-1,765.99
2003600 · CSEA dues Withheld	238.21	0.00	238.21
2003800 · Deferred Comp Liability	561.51	0.00	561.51
2005600 · Payments on Insurance Claims	961.95	961.95	0.00
2005700 · Short Term Lease Liability	160,822.00	0.00	160,822.00
2550000 · Sales Tax Payable	221.38	260.74	-39.36
<b>Total Other Current Liabilities</b>	<u>373,208.29</u>	<u>306,281.43</u>	<u>66,926.86</u>

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

	<u>May 31, 23</u>	<u>May 31, 22</u>	<u>\$ Change</u>
<b>Total Current Liabilities</b>	455,634.08	788,593.23	-332,959.15
<b>Long Term Liabilities</b>			
2500400 · NYS Retirement Employer Contrl	10,289.00	1,729.00	8,560.00
2500500 · Advances from NYS	3,455,925.71	3,505,925.71	-50,000.00
2500801 · Line of Credit 0169-Pathfinder	0.00	78,000.00	-78,000.00
2500900 · Rev Antic Note-Pathfinder Bank	0.00	157,763.28	-157,763.28
2501010 · Note Payable - PPP 2nd draw	0.00	374,895.00	-374,895.00
2501400 · OPEB liability	1,559,497.00	2,466,448.00	-906,951.00
2502100 · Note Payable - Liebherr Crane	0.00	316,996.77	-316,996.77
2503500 · Long Term Lease Liability	135,582.00	0.00	135,582.00
2600000 · Net Pension Liability - ERS	-187,532.00	2,143.00	-189,675.00
2800001 · Deferred Inflow - OPEB	1,084,415.00	248,736.00	835,679.00
2800002 · Deferred Inflow - Lessor	1,224,539.00	0.00	1,224,539.00
<b>Total Long Term Liabilities</b>	<u>7,282,715.71</u>	<u>7,152,636.76</u>	<u>130,078.95</u>
<b>Total Liabilities</b>	7,738,349.79	7,941,229.99	-202,880.20
<b>Equity</b>			
3000500 · Contributed Capital	144,946.00	144,946.00	0.00
3001000 · Contributed Capital - Federal	45,777.00	45,777.00	0.00
3001500 · Grant from NYS	2,253,367.90	2,253,367.90	0.00
3001600 · Grant MultiCodul Capital Proj	2,073,783.33	2,073,783.33	0.00
3001700 · Grant-MultiModal	370,000.00	370,000.00	0.00
3001800 · Grant Energy Savings	60,000.00	60,000.00	0.00
3005000 · Retained Earnings	19,678,911.68	18,101,112.78	1,577,798.90
Net Income	169,987.02	-196,172.52	366,159.54
<b>Total Equity</b>	<u>24,796,772.93</u>	<u>22,852,814.49</u>	<u>1,943,958.44</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>32,535,122.72</u></u>	<u><u>30,794,044.48</u></u>	<u><u>1,741,078.24</u></u>



Port of Oswego Authority  
Profit & Loss  
May 2023

	Period to Date			Year to Date			% Variance from Budget
	Actual	Prior	Budget	Actual	Prior	Budget	
6590000 · Technical Services	0.00	0.00	2,750.00	2,165.00	1,560.00	5,500.00	-3,335.00
6600000a · Repairs & Maintenance	14,331.05	3,780.31	7,500.00	28,148.63	8,953.85	15,000.00	13,148.63
6670000 · House Gasoline	151.21	493.97	0.00	166.89	584.79	0.00	166.89
6680000 · Hammermill property lease	0.00	16,800.00	0.00	0.00	33,600.00	0.00	0.00
6700000 · Rentals	10,155.00	7,650.75	833.33	10,155.00	8,488.85	1,666.67	8,488.33
6700200 · Lease-Track Mobile	2,558.00	2,558.00	2,558.00	5,116.00	5,116.00	5,116.00	0.00
6700300 · Lease - other equipment leases	9,613.00	9,760.00	16,388.00	19,373.00	19,520.00	32,776.00	-13,403.00
6700301 · Lease - vehicles	292.92	1,282.66	292.92	585.84	1,565.32	585.84	0.00
6750000 · Write offs	0.00	0.00	166.67	0.00	0.00	333.33	-333.33
6800000 · Museum	1,293.51	499.86	500.00	3,044.68	937.96	1,000.00	2,044.68
6850000 · Interest Expense	0.00	1,646.30	1,666.67	2,010.52	4,083.51	3,333.33	-1,322.81
6900000 · Freight Expense	860.87	431.57	416.67	1,119.76	574.80	833.33	286.43
<b>Total Expense</b>	<b>362,792.63</b>	<b>537,801.40</b>	<b>347,685.24</b>	<b>567,483.11</b>	<b>853,514.54</b>	<b>621,691.85</b>	<b>-54,208.74</b>
<b>Net Ordinary Income</b>	<b>-202,334.76</b>	<b>630,202.72</b>	<b>6,673.48</b>	<b>-105,413.83</b>	<b>630,139.72</b>	<b>87,029.53</b>	<b>-192,443.36</b>
<b>Other Income/Expense</b>							
<b>Other Income</b>							
9000000 · Interest Income	4,345.85	136.79	833.34	10,400.85	253.59	1,666.68	8,734.17
9000001 · Grant - Agricultural Center	0.00	0.00	0.00	0.00	-479,842.43	0.00	0.00
9000011 · Grants - miscellaneous	0.00	0.00	0.00	0.00	-15,956.00	0.00	0.00
9000014 · NYS Grant Pin 3935.59 ET Pier	0.00	0.00	72,256.77	0.00	0.00	72,256.77	-72,256.77
9000017 · FEMA DR 4348	0.00	0.00	0.00	0.00	-189,186.20	0.00	0.00
9000020 · Auction / Sale of equipment	0.00	0.00	0.00	265,000.00	0.00	0.00	265,000.00
9001400 · REDI - Goble Marina	0.00	0.00	0.00	0.00	-27,990.80	0.00	0.00
<b>Total Other Income</b>	<b>4,345.85</b>	<b>136.79</b>	<b>73,090.11</b>	<b>275,400.85</b>	<b>-712,721.84</b>	<b>73,923.45</b>	<b>201,477.40</b>
<b>Other Expense</b>							
9000400 · Windmill Proj Rd Improvements	0.00	113,590.40	0.00	0.00	113,590.40	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>113,590.40</b>	<b>0.00</b>	<b>0.00</b>	<b>113,590.40</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>4,345.85</b>	<b>-113,453.61</b>	<b>73,090.11</b>	<b>275,400.85</b>	<b>-826,312.24</b>	<b>73,923.45</b>	<b>201,477.40</b>
<b>Net Income</b>	<b>-197,988.91</b>	<b>516,749.11</b>	<b>79,763.59</b>	<b>169,987.02</b>	<b>-196,172.52</b>	<b>160,952.98</b>	<b>9,034.04</b>
							<b>5.6%</b>

Port of Oswego Authority  
Marina Profit & Loss  
April through May 2023

Ordinary Income/Expense	Apr - May 23	Apr - May 22	\$ Change
<b>Income</b>			
4400000 · Rental	200.00	100.00	100.00
4800000 · Marina Income			
4800100 · Marina Inc - Slip Rental	83,200.00	84,725.00	-1,525.00
4800101 · Marina Inc-Translent mooring	5,630.50	4,738.50	892.00
4800200 · Marina Inc - Misc	335.00	55.00	280.00
4800300 · Marina Inc - Storage	0.00	600.00	-600.00
4800400 · Marina Inc - Gas Sales	47,668.00	63,444.81	-15,776.81
4800500 · Marina Inc-Gin Pole	1,831.00	2,163.00	-332.00
4800501 · Marina Inc-Holst	812.00	282.00	530.00
4800600 · Marina-FishClean/OYC/Barn Rent	1,200.00	1,200.00	0.00
4800900 · Marina Inc - Service/Labor	812.50	1,848.00	-1,035.50
4801100 · Marina Inc - Tackle	4.80	0.00	4.80
4801200 · Marina Inc - Boat Supply	44.49	164.97	-120.48
4801400 · Marina Inc - Beverages	0.00	1.25	-1.25
4801500 · Marina Inc - Snacks	2.50	0.00	2.50
4801700 · Marina Inc - Ice	75.00	48.00	27.00
<b>Total 4800000 · Marina Income</b>	<b>141,615.79</b>	<b>159,270.53</b>	<b>-17,654.74</b>
<b>Total Income</b>	<b>141,815.79</b>	<b>159,370.53</b>	<b>-17,554.74</b>
<b>Cost of Goods Sold</b>	<b>36,519.70</b>	<b>51,249.02</b>	<b>-14,729.32</b>
<b>Gross Profit</b>	<b>105,296.09</b>	<b>108,121.51</b>	<b>-2,825.42</b>
<b>Expense</b>			
5000000 · Personal Service	20,288.13	16,635.06	3,653.07
615000a · Office Supplies	1,538.97	1,261.97	277.00
625000a · Communications	0.00	163.70	-163.70
635000a · Household Supplies	57.00	326.12	-269.12
640000a · Payroll Taxes	1,868.34	643.86	1,224.48
645000a · Health Insurances	683.55	0.00	683.55
655000a · Special Supplies			
6550000 · Spec Supp & Ex - Miscellaneous	0.00	18.01	-18.01
6550200 · Spec Supp & Ex - Dump Fees	312.34	312.34	0.00
6550500 · Spec Supp & Ex - New Signage	748.27	0.00	748.27
6551201 · Spec Supp & Ex - Security	0.00	328.78	-328.78
6551400 · Spec Supp & Ex - Port H2O use	20.95	0.00	20.95
6551600 · Spec Supp & Ex - Discounts Used	-18.19	0.00	-18.19
<b>Total 655000a · Special Supplies</b>	<b>1,063.37</b>	<b>659.13</b>	<b>404.24</b>
6570000 · Marina Supp & Expenses			
6571000 · MarinaSupp & Ex-Misc	1,471.25	641.48	829.77
6571200 · MarinaSupp & Ex-Maintenance	0.00	126.70	-126.70
6571201 · MarinaSupp & Ex-Equip repairs	1,678.59	44.43	1,634.16
6571300 · MarinaSupp & Ex-Utilities	2,111.81	1,708.37	403.44
6571400 · MarinaSupp & Ex-Credit Card Exp	3,647.36	3,549.01	98.35
6571600 · MarinaSupp & Ex-Winterlz costs	59.98	30.90	29.08
6571700 · MarinaSupp & Ex-Cable	94.98	239.96	-144.98
6571800 · Marina Supp & Ex-reg over/short	0.00	-5.92	5.92
<b>Total 6570000 · Marina Supp &amp; Expenses</b>	<b>9,063.97</b>	<b>6,334.93</b>	<b>2,729.04</b>
6580000 · Education/Training	0.00	-114.00	114.00
660000a · Repairs & Maintenance	50.39	334.25	-283.86
6670000 · House Gasoline	95.23	110.53	-15.30
6700300 · Lease - other equipment leases	1,140.00	1,140.00	0.00
6900000 · Freight Expense	50.00	0.00	50.00
<b>Total Expense</b>	<b>35,898.95</b>	<b>27,495.55</b>	<b>8,403.40</b>
<b>Net Ordinary Income</b>	<b>69,397.14</b>	<b>80,625.96</b>	<b>-11,228.82</b>
<b>Other Income/Expense</b>			
Other Income	0.00	0.21	-0.21
<b>Net Other Income</b>	<b>0.00</b>	<b>0.21</b>	<b>-0.21</b>
<b>Net Income</b>	<b>69,397.14</b>	<b>80,626.17</b>	<b>-11,229.03</b>

# Exhibit C-2

**Port of Oswego Authority  
Imprest Fund**

April 27 - May 1, 2023  
W-12

<b>Spectrum Business (Marina)</b> Marina Internet	<b>\$94.98</b>
<b>Spectrum Business (Port)</b> Port Phone & Internet (Discount on this Invoice)	<b>\$8.94</b>
<b>Michael Wilson</b> Reimbursement for TWIC Card	<b>\$125.25</b>
<b>Avaya Financial Services</b> Phone Lease (2 Months)	<b>\$4,291.00</b>
<b>Benefit Resource, Inc.</b> Monthly Administration Fee	<b>\$475.00</b>
<b>Bond, Schoeneck &amp; King, PLLC</b> Legal Services, 2022 ILA Negotiations	<b>\$3,296.25</b>
<b>Brady Systems</b> Annual Rail Scale Calibrations	<b>\$8,232.83</b>
<b>Burke's Do-it-Best Home Center</b> Shop Supplies, Marina Supplies, Miscellaneous Nuts, Bolts, Shingles	<b>\$1,285.81</b>
<b>Cintas</b> Work Uniforms & Floor Mats	<b>\$564.49</b>
<b>CIT Group Inc</b> Trackmobile Lease	<b>\$2,558.00</b>
<b>Cooper Electric</b> Switches, Connectors, LED Panel, Ballast	<b>\$179.79</b>
<b>Glider Oil</b> Port Propane & Diesel	<b>\$625.45</b>
<b>Key Bank - B</b> Monthly Credit Card Charges	<b>\$8,934.39</b>
<b>LEAF</b> Copier Lease	<b>\$156.99</b>
<b>Oswego Auto Parts</b> Hose, Oil, Brake Caliper Supplies, Battery & Core Deposit, Tie-Rod	<b>\$1,041.20</b>
<b>Paychex</b> Payroll Fees	<b>\$932.15</b>
<b>S&amp;B Computer and Office Products, Inc.</b> Port & Marina Water, Office Supplies	<b>\$219.54</b>
	<hr/> <b>\$33,022.06</b>



**Port of Oswego Authority  
Imprest Funds**

May 9, 2023  
W-16

<b>American Great Lakes Ports Association</b>		<b>\$4,582.50</b>
	2023 2nd Quarter Membership Dues	
<b>Babcock Highway Supply, Inc.</b>		<b>\$857.27</b>
	Signage for the Marina & Port	
<b>City of Oswego Water - #006583-000</b>		<b>\$109.67</b>
	Lake Road Water Line Bill	
<b>City of Oswego Water - 000004-000</b>		<b>\$180.00</b>
	Port Water Bill	
<b>Cooper Electric</b>		<b>\$443.85</b>
	Connector for Shop, Switch for the Probe, Fuse for the Silo	
<b>Ed &amp; Ed Business Technology, Inc.</b>		<b>\$68.09</b>
	Contract Charge for Copiers	
<b>Glider Oil</b>		<b>\$9,034.03</b>
	Gas for Marina, Port Propane	
<b>Lockwood Septic Service CDS, Inc.</b>		<b>\$200.00</b>
	Septic Pumped	
<b>Mohawk Global Logistics Corp</b>		<b>\$671.51</b>
	FTZ Project Consulting, FTA Travel Expenses	
<b>NaGr #-09104 Lighting-1 Gate, 1 NE Corner</b>		<b>\$104.39</b>
	Electric Delivery - 1 Account	
<b>Paychex</b>		<b>\$1,028.53</b>
	Payroll Administration	
<b>S&amp;B Computer and Office Products, Inc.</b>		<b>\$573.03</b>
	Office Supply, Custodial Supply, Port Water	
<b>Shark Welding &amp; Repair Service</b>		<b>\$2,480.00</b>
	Replacing Dock Bumpers, Welding in New Bumpers	
<b>Sprague Operating Resources LLC</b>		<b>\$420.76</b>
	Electric Supply - 4 Accounts	
<b>Thompson &amp; Johnson Equipment Co., Inc.</b>		<b>\$1,196.00</b>
	Fork Lift Rentals - 2 Fork Lifts	
		<b>\$21,949.63</b>

**Port of Oswego Authority  
Imprest Funds**

May 16, 2023  
W-17

<b>Butler Disposal Systems Inc</b>	Trash & Recycle Service	<b>\$231.73</b>
<b>C-Port Marina Assistance Company</b>	TowBoat U.S. Oswego Membership Dues	<b>\$750.00</b>
<b>Chirello Advertising</b>	Micron & Harborfest Public Relation Items	<b>\$1,169.12</b>
<b>Computer Outlet North, Inc.</b>	Monthly Emails & Cloud Back-up, Service Agreement Hours, New Server Configuration/Installation, New Receipt Printer Installation, Computer Repair in Scales Office	<b>\$7,049.00</b>
<b>Glider Oil</b>	Port Propane & Diesel	<b>\$584.56</b>
<b>LexisNexis</b>	Legal Information	<b>\$200.00</b>
<b>National Grid</b>	Electric Delivery & Supply Service - 15 Accounts	<b>\$6,940.52</b>
<b>NYS Insurance Fund - WC</b>	Monthly Worker's Compensation Premium & Audit Balance	<b>\$25,028.92</b>
<b>Operation Oswego County Foundation</b>	Collaborative Advertising Between the Port & Operation Oswego County	<b>\$2,425.00</b>
<b>Raby's Ace Homecenter</b>	Pipe, PVC Bushings, PVC Adapter	<b>\$44.55</b>
<b>S&amp;B Computer and Office Products, Inc.</b>	Office Supply & Port Water	<b>\$366.41</b>
<b>S&amp;W Services, Inc.</b>	Gas Pump Repair at the Marina Dock	<b>\$564.84</b>
<b>Shark Welding &amp; Repair Service</b>	Silo Vac. Repair	<b>\$7,440.00</b>
<b>WEX Inc.</b>	Fuel for Port Vehicles	<b>\$308.23</b>
		<hr/> <b>\$53,102.88</b>

**Port of Oswego Authority  
Imprest Funds**

May 23, 2023  
W-20

<b>AmVet Office Supplies, LLC</b>	Copy Paper & Ink	<b>\$226.01</b>
<b>Bousquet Holstein PLLC</b>	Legal Services	<b>\$4,470.25</b>
<b>Business Council of NYS, Inc.</b>	Life, AD&D, LTD Insurance	<b>\$423.57</b>
<b>Glider Oil</b>	Port Propane & Marina Gasoline	<b>\$8,125.81</b>
<b>GM Financial Leasing</b>	Equinox Lease	<b>\$292.92</b>
<b>Haun Welding Supply Inc.</b>	Cylinder Rental for April & One-Year Cylinder Lease	<b>\$209.07</b>
<b>John Deere Financial</b>	Lawn Mower Part	<b>\$72.60</b>
<b>Northern Lights Boat Repair</b>	Buff, Wax, & Hull at the Marina	<b>\$600.00</b>
<b>Oswego Opera Theatre</b>	T-Sign Donation for Oswego Opera Theatre Golf Tournament	<b>\$100.00</b>
<b>Paychex</b>	Payroll Fees & Administration	<b>\$932.15</b>
<b>Paychex</b>	Payroll Fees & Administration	<b>\$829.06</b>
<b>S&amp;B Computer and Office Products, Inc.</b>	Port Water, Water Cooler Rental, Office Supplies	<b>\$208.83</b>
<b>S&amp;W Services, Inc.</b>	Main Display Panels for Fuel Pumps at Marina	<b>\$1,894.40</b>
<b>Shark Welding &amp; Repair Service</b>	West Dock/Derrick Sign Repair	<b>\$2,480.00</b>
<b>Skyworks Equipment Rental</b>	150' Lift for Silo Repairs	<b>\$6,890.00</b>
<b>Taylor Northeast, Inc.</b>	Fork Lift Rentals (8), Partial Monthly Rental & Credits for 1 Fork Lift	<b>\$8,229.00</b>
<b>Trux Outfitter - Fulton</b>	New Lawnmower for the Port	<b>\$8,749.00</b>
<b>WD Malone</b>	Vacuum Truck Rental	<b>\$1,145.20</b>
<b>Wells Fargo Financial Leasing</b>	Doosan Lease	<b>\$4,400.00</b>

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**\$50,277.87**

**Port of Oswego Authority  
Imprest Funds**

May 31, 2023

W-23

<b>Avaya Financial Services</b>	Phone Lease	<b>\$2,145.50</b>
<b>Bond, Schoeneck &amp; King, PLLC</b>	Legal Services, 2022 ILA Negotiations & General Matters	<b>\$3,581.25</b>
<b>C&amp;S Engineers, Inc.</b>	Grain Handling Capacity & Conveyance Improvements Project	<b>\$56,577.07</b>
<b>Cintas</b>	Work Uniforms & Floor Mats	<b>\$745.17</b>
<b>Computer Outlet North, Inc.</b>	Replace Control Room PC, Technical Support	<b>\$784.00</b>
<b>CSEA Employee Benefit Fund</b>	Dental & Vision Insurance	<b>\$1,659.24</b>
<b>Glider Oil</b>	Port Diesel, Marina Gasoline, Port Propane	<b>\$8,868.78</b>
<b>H. Lee White Marine Museum</b>	Survey Field Work for the H. Lee White Marine Museum - LT-5 Tug	<b>\$1,751.17</b>
<b>Key Bank - B</b>	Monthly Credit Card Charges	<b>\$3,645.34</b>
<b>LEAF</b>	Copier Lease	<b>\$156.99</b>
<b>Oswego Auto Parts</b>	Marina Items for Boat Repair, Brake Parts for 2002 Ford, Hydraulic Hose & Oil, Core Charges & Core Credits	<b>\$627.10</b>
<b>Raby's Ace Homecenter</b>	Faucet Connectors & Nozzles for Marina	<b>\$111.89</b>
<b>S&amp;B Computer and Office Products, Inc.</b>	Water Rental Fee & Custodial Supplies, Office Supplies	<b>\$244.25</b>
<b>Spectrum Business (Port)</b>	Port Internet & Phone	<b>\$219.95</b>
		<b>\$81,117.70</b>

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

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
Aflac	1,406.34	0.00	0.00	0.00	0.00	0.00	1,406.34
Benefit Resource, Inc.	100.00	0.00	0.00	0.00	0.00	0.00	100.00
Bousquet Holstein PLLC	5,117.30	0.00	0.00	0.00	0.00	0.00	5,117.30
Brady Systems	2,996.00	0.00	0.00	0.00	0.00	0.00	2,996.00
Burke's Do-it-Best Home Center	29.97	0.00	0.00	0.00	0.00	0.00	29.97
Butler Disposal Systems Inc	720.73	0.00	0.00	0.00	0.00	0.00	720.73
Centerstate Corporation for Economic Oppo	5,100.00	0.00	0.00	0.00	0.00	0.00	5,100.00
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
CNY Abstract & Title Services, Inc.	500.00	0.00	0.00	0.00	0.00	0.00	500.00
Glider Oil	31,907.58	0.00	0.00	0.00	0.00	0.00	31,907.58
Grainger	664.08	0.00	0.00	0.00	0.00	0.00	664.08
LexisNexis	400.00	0.00	0.00	0.00	0.00	0.00	400.00
Mikel's Auto Repair & Sales Inc.	0.00	1,560.50	0.00	0.00	0.00	0.00	1,560.50
Mohawk Global Logistics Corp	62.50	0.00	0.00	0.00	0.00	0.00	62.50
NaGr #-04008 Security Gate, Entrance Elec	102.90	0.00	0.00	0.00	0.00	0.00	102.90
NaGr #-05002 Gas & Elec New Garage	287.58	0.00	0.00	0.00	0.00	0.00	287.58
NaGr #-09104 Lighting-1 Gate, 1 NE Corner	104.61	0.00	0.00	0.00	0.00	0.00	104.61
NaGr #-10106 Electric - Barrel Bldg.	20.40	0.00	0.00	0.00	0.00	0.00	20.40
NaGr #-38103 Gas & Elec Main Warehouse	1,651.93	0.00	0.00	0.00	0.00	0.00	1,651.93
NaGr #-38107 Gas Museum	65.84	0.00	0.00	0.00	0.00	0.00	65.84
NaGr #-38118 Marina - Unit B	427.42	0.00	0.00	0.00	0.00	0.00	427.42
NaGr #-39107 F&W	731.45	0.00	0.00	0.00	0.00	0.00	731.45
NaGr #-40109 Electric Derrick	25.82	0.00	0.00	0.00	0.00	0.00	25.82
NaGr #-41109 Electric Museum	246.10	0.00	0.00	0.00	0.00	0.00	246.10
NaGr #-47025 Marina - Pier B	425.73	0.00	0.00	0.00	0.00	0.00	425.73
NaGr #-74022 Vinegar Hill	20.40	0.00	0.00	0.00	0.00	0.00	20.40
NaGr #-83002 - 22 Mercer - Security Pole	24.75	0.00	0.00	0.00	0.00	0.00	24.75
NaGr #-91027 Marina - Pier A	506.99	0.00	0.00	0.00	0.00	0.00	506.99
NYS Dept. of Agriculture & Markets	15.00	0.00	0.00	0.00	0.00	0.00	15.00
Oswego Auto Parts	119.98	0.00	0.00	0.00	0.00	0.00	119.98
Oswego Harbor Festivals, Inc.	0.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00
Palladium Times/Sample News Group Oswego	337.35	0.00	0.00	0.00	0.00	0.00	337.35
Pathfinder Bank - LOC (Goble/FEMA)	250.00	0.00	0.00	0.00	0.00	0.00	250.00
Pitney Bowes Global Financial Serv LLC	201.18	0.00	0.00	0.00	0.00	0.00	201.18
Rombough Electric Inc.	444.00	0.00	0.00	0.00	0.00	0.00	444.00
S&B Computer and Office Products, Inc.	346.58	0.00	0.00	0.00	0.00	0.00	346.58
Thompson & Johnson Equipment Co., Inc.	1,196.00	0.00	0.00	0.00	0.00	0.00	1,196.00
Tractor Supply Credit Plan	103.14	0.00	0.00	0.00	0.00	0.00	103.14
Wells Fargo Financial Leasing	4,400.00	0.00	0.00	0.00	0.00	0.00	4,400.00
WEX Inc.	352.25	0.00	0.00	0.00	0.00	0.00	352.25
Young/Sommer, LLC	1,080.00	0.00	0.00	0.00	0.00	0.00	1,080.00
<b>TOTAL</b>	<b>65,589.90</b>	<b>1,560.50</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>77,150.40</b>

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

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
*Transient	0.00	0.00	0.00	0.00	0.00	1,478.62 <sup>1</sup>	1,478.62
Concord Resources, Ltd.	0.00	0.00	0.00	0.00	0.00	1.35	1.35
DeLong, Frederick	0.00	-375.00	0.00	0.00	0.00	0.00	-375.00
Gary, John	0.00	750.00	0.00	0.00	0.00	0.00	750.00
General Services Admin.	8,853.80	0.00	0.00	0.00	0.00	0.00	8,853.80
Glencore LTD.	23,866.32	0.00	0.00	0.00	0.00	0.00	23,866.32
Goldman Sachs & Co	6,751.56	30,377.15	0.00	0.00	0.00	0.00	37,128.71
Heidelberg Materials (Lehigh)	4,605.31	0.00	0.00	0.00	0.00	0.00	4,605.31
IXM Trading LLC/Louis Dreyfus Co.	2,039.24	0.00	0.00	0.00	0.00	0.00	2,039.24
Kerr, James	0.00	0.00	0.00	0.00	0.00	2,194.78 <sup>2</sup>	2,194.78
Lockwood, Jeremy	0.00	0.00	0.00	0.00	0.00	135.00 <sup>3</sup>	135.00
Manning, Greg	0.00	0.00	0.00	0.00	0.00	864.00 <sup>4</sup>	864.00
Marubeni America Corp.	38,859.90	0.00	0.00	0.00	0.00	0.00	38,859.90
McKeil Marine	600.00	600.00	0.00	0.00	0.00	0.00	1,200.00
Mercuria Energy America, LLC	0.00	10.43	10.43	0.00	0.00	0.00	20.86
Mitsubishi International Corporation	0.00	911.07	0.00	0.00	0.00	0.00	911.07
Novelis Rolled Products	0.00	2,164.83	0.00	0.00	0.00	0.00	2,164.83
Nutrien Ag Solutions - CPS	11,061.88	2,421.23	0.00	0.00	0.00	0.00	13,483.11
Oswego Yacht Club	257.46	181.44	0.00	0.00	0.00	0.00	438.90
Rio Tinto Alcan, Inc	146.61	146.61	146.61	146.61 <sup>5</sup>	0.00	0.00	586.44
Shark-Attach, LLC	0.00	425.00	0.00	0.00	0.00	0.00	425.00
The Andersons Inc	908.43	0.00	0.00	23,681.32 <sup>6</sup>	0.00	0.00	24,589.75
Wojslaw, Hunter	0.00	0.00	600.00	0.00	0.00	0.00	600.00
WT Terminal Oswego, LLC	6,000.00	0.00	0.00	0.00	0.00	0.00	6,000.00
<b>TOTAL</b>	<b>103,950.51</b>	<b>37,612.76</b>	<b>757.04</b>	<b>23,827.93</b>	<b>0.00</b>	<b>4,673.75</b>	<b>170,821.99</b>

1. Collections
2. He called and will begin payments
3. Will make credit card payment 6/27/2023
4. Sending collection letter
5. Pam is following up with Rio Tinto
6. Received 6/12/2023

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

<u>Name</u>	<u>Loan Balance</u>	<u>Available</u>	<u>Rate</u>
NYS first advances	\$ 3,455,925.71	\$ -	0.00%
Pathfinder Bank - LOC	\$ -	\$ 500,000.00	7.25%
Pathfinder Bank - LOC FEMA/REDI	\$ -	\$ 1,400,000.00	7.25%

Port of Oswego Authority  
Schedule of Assets  
As of May 31, 2023

	<u>Cost</u>	<u>Accum. Depr.</u>	<u>Net Book Value</u>
<b>Fixed Assets</b>			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	-8,048,916.11	6,025,911.64
1502050 · Land & Land Impr-Held for Lease	1,537,131.13	-96,532.00	1,440,599.13
1502100 · Alcan Water Line	1.00	0.00	1.00
1502300 · Bldgs & Improvem-Capital Assets	8,516,661.43	-6,722,169.54	1,794,491.89
1502350 · Bldgs & Improvem-Held for Lease	4,019,489.22	-2,331,837.00	1,687,652.22
1502400 · Office Equipment & Furniture	473,841.90	-462,481.46	11,360.44
1502500 · Operating Equipment	3,198,247.57	-2,554,080.33	644,167.24
1502501 · Equipment - Marina	299,821.60	-239,567.00	60,254.60
1502550 · Lease Assets	452,463.00	-158,555.00	293,908.00
1502600 · Computer Software	32,872.24	-32,872.24	0.00
<b>Total Fixed Assets</b>	<u>32,605,356.84</u>	<u>-20,647,010.68</u>	<u>11,958,346.16</u>



Port of Oswego Authority  
YTD Sales Report  
April through May 2023

	Apr - May 23	%	Apr - May 22	%	\$ Change
<b>Income</b>					
<b>4000000 · Storage</b>					
4002800 · Storage - Marubeni	1,815.45	0.36%	4,346.41	0.28%	-2,530.96
4003000 · Storage - Goldman Sachs	1,178.54	0.24%	2,446.43	0.16%	-1,267.89
4003400 · Storage - Mercuria	10.43	0.00%	2,998.42	0.20%	-2,987.99
4003500 · Storage - Mitsubishi	155.89	0.03%	492.57	0.03%	-336.68
4003600 · Storage - The Andersons	16,480.00	3.31%	16,000.00	1.04%	480.00
4003700 · Storage - Hammermill Site	0.00	0.00%	16,800.00	1.09%	-16,800.00
4003900 · Storage - Kuehne & Nagel	290.05	0.06%	0.00	0.00%	290.05
4005000 · Storage - Miscellaneous	4,393.22	0.88%	1,550.00	0.10%	2,843.22
4008100 · Storage - IXM	2,096.11	0.42%	2,366.43	0.15%	-270.32
4009000 · Storage - Concord Resources Ltd	0.00	0.00%	2.70	0.00%	-2.70
<b>Total 4000000 · Storage</b>	<b>26,419.69</b>	<b>5.30%</b>	<b>47,002.96</b>	<b>3.06%</b>	<b>-20,583.27</b>
<b>4100000 · Dockage</b>					
4100100 · Dockage - Algoma Central	3,771.69	0.76%	0.00	0.00%	3,771.69
4100200 · Dockage - Lehigh Hanson	2,126.08	0.43%	6,630.40	0.43%	-4,504.32
4102200 · Dockage - New England Steamship	0.00	0.00%	55,103.23	3.59%	-55,103.23
4102700 · Dockage - McKell Marine	1,200.00	0.24%	4,728.68	0.31%	-3,528.68
4103000 · Dockage - Alcoa	0.00	0.00%	7,057.36	0.46%	-7,057.36
<b>Total 4100000 · Dockage</b>	<b>7,097.77</b>	<b>1.42%</b>	<b>73,519.67</b>	<b>4.79%</b>	<b>-66,421.90</b>
<b>4200000 · Wharfage</b>					
4200100 · Wharfage - Nutrien Ag	2,421.23	0.49%	7,188.59	0.47%	-4,767.36
4200200 · Wharfage - Lehigh (Heidelberg)	6,447.61	1.29%	14,319.67	0.93%	-7,872.06
4202500 · Wharfage - Marubeni	5,558.16	1.11%	5,935.92	0.39%	-377.76
4202700 · Wharfage - Glencore	4,863.45	0.98%	0.00	0.00%	4,863.45
4203100 · Wharfage - Goldman Sachs	2,778.44	0.56%	0.00	0.00%	2,778.44
4203300 · Wharfage - IXM	1,389.99	0.28%	4,049.05	0.26%	-2,659.06
4203500 · Wharfage - Mercuria	0.00	0.00%	7,421.14	0.48%	-7,421.14
4203700 · Wharfage - Alcoa	0.00	0.00%	12,417.98	0.81%	-12,417.98
4205700 · Wharfage - Mitsubishi	0.00	0.00%	2,294.04	0.15%	-2,294.04
<b>Total 4200000 · Wharfage</b>	<b>23,458.88</b>	<b>4.70%</b>	<b>53,626.39</b>	<b>3.49%</b>	<b>-30,167.51</b>
<b>4300000 · Loading and Unloading</b>					
4300200 · Loading and Un - Nutrien Ag	23,749.22	4.76%	14,312.06	0.93%	9,437.16
4304300 · Loading and Un - Vestas	0.00	0.00%	198,779.58	12.95%	-198,779.58
4304900 · Loading and Un - Glencore	9,030.57	1.81%	0.00	0.00%	9,030.57
4305100 · Loading and Un - Marubeni	17,771.69	3.56%	19,262.15	1.25%	-1,490.46
4305400 · Loading and Un - Goldman Sachs	10,654.41	2.14%	7,368.78	0.48%	3,285.63
4305700 · Loading and Un - IXM	10,602.78	2.13%	614.97	0.04%	9,987.81
4305800 · Loading and Un - Mercuria	0.00	0.00%	26,268.68	1.71%	-26,268.68
4305900 · Loading and Un - Mitsubishi	911.07	0.18%	5,103.85	0.33%	-4,192.78
4306100 · Loading and Un - Anderson	9,905.33	1.99%	43,929.61	2.86%	-34,024.28
4306300 · Loading and Un - Kuehne&Nagel	6,765.00	1.36%	0.00	0.00%	6,765.00
<b>Total 4300000 · Loading and Unloading</b>	<b>89,390.07</b>	<b>17.93%</b>	<b>315,639.68</b>	<b>20.56%</b>	<b>-226,249.61</b>
<b>4400000 · Rental</b>					
4400200 · Rental - DeLong, Fred	750.00	0.15%	750.00	0.05%	0.00
4400300 · Rental - Novelis	4,329.66	0.87%	4,329.66	0.28%	0.00
4400500 · Rental - General Svces Admin	17,707.60	3.55%	17,324.26	1.13%	383.34
4400600 · Rental - Lehigh Hanson	12,040.02	2.41%	11,746.36	0.77%	293.66
4402400 · Rental - Vinegar Hill, LLC	2,937.44	0.59%	2,853.34	0.19%	84.10
4402600 · Rental - Nutrien Ag	14,750.34	2.96%	14,500.68	0.94%	249.66
4403100 · Rental - H.Lee White Museum	600.00	0.12%	600.00	0.04%	0.00
4403300 · Rental - Fitzgibbons site	0.00	0.00%	22,500.00	1.47%	-22,500.00
4403400 · Rental - Shark-Attach Office	850.00	0.17%	850.00	0.06%	0.00

Port of Oswego Authority  
**YTD Sales Report**  
 April through May 2023

	<u>Apr - May 23</u>	<u>%</u>	<u>Apr - May 22</u>	<u>%</u>	<u>\$ Change</u>
4403500 · Rental - WT Terminal Oswego LLC	12,000.00	2.41%	12,000.00	0.78%	0.00
4403600 · Rental - Shop Units (Marina)	200.00	0.04%	100.00	0.01%	100.00
4405000 · Rental - Miscellaneous	200.00	0.04%	6,545.00	0.43%	-6,345.00
<b>Total 4400000 · Rental</b>	<b>66,365.06</b>	<b>13.31%</b>	<b>94,099.30</b>	<b>6.13%</b>	<b>-27,734.24</b>
<b>4500000 · Misc Income</b>					
4500200 · Misc Income - Novelis	0.00	0.00%	2,960.00	0.19%	-2,960.00
4502000 · Misc Income - Labor	1,558.43	0.31%	22,920.00	1.49%	-21,361.57
4504900 · Misc Income - Metered Water	0.00	0.00%	376.00	0.02%	-376.00
4505000 · Misc Income - Other	3,164.09	0.63%	184,095.93	11.99%	-180,931.84
4505400 · Misc Income - Security East	2,638.15	0.53%	55,273.80	3.60%	-52,635.65
<b>Total 4500000 · Misc Income</b>	<b>7,360.67</b>	<b>1.48%</b>	<b>265,625.73</b>	<b>17.31%</b>	<b>-258,265.06</b>
<b>4600000 · Stevedoring</b>					
4601200 · Stevedoring - New Eng Steamship	0.00	0.00%	12,500.00	0.81%	-12,500.00
4601800 · Stevedoring - Marubeni	51,982.77	10.43%	55,841.55	3.64%	-3,858.78
4601900 · Stevedoring - Glencore	45,485.51	9.12%	0.00	0.00%	45,485.51
4602400 · Stevedoring - Goldman Sachs	25,985.45	5.21%	0.00	0.00%	25,985.45
4602500 · Stevedoring - IXM	12,999.87	2.61%	38,091.10	2.48%	-25,091.23
4602600 · Stevedoring - McKeil Marine	425.00	0.09%	1,700.00	0.11%	-1,275.00
4602700 · Stevedoring - Mercuria	0.00	0.00%	69,813.65	4.55%	-69,813.65
4602800 · Stevedoring - Mitsubishi	0.00	0.00%	21,580.94	1.41%	-21,580.94
4602900 · Stevedoring - Alcoa	0.00	0.00%	92,740.00	6.04%	-92,740.00
4605400 · Stevedoring - Vestas	0.00	0.00%	233,851.78	15.24%	-233,851.78
<b>Total 4600000 · Stevedoring</b>	<b>136,878.60</b>	<b>27.45%</b>	<b>526,119.02</b>	<b>34.28%</b>	<b>-389,240.42</b>
<b>4800000 · Marina Income</b>	<b>141,628.02</b>	<b>28.41%</b>	<b>159,270.53</b>	<b>10.38%</b>	<b>-17,642.51</b>
<b>Total Income</b>	<b>498,598.76</b>	<b>100.00%</b>	<b>1,534,903.28</b>	<b>100.00%</b>	<b>-1,036,304.52</b>

# Exhibit D



**Product:**

<b>Model:</b>	METTLER TOLEDO VTC151
<b>NTEP Approval Certificate:</b>	21-089
<b>Platform Length + Width:</b>	70' x 10'
<b>Scale Modules:</b>	Four (4) – 17.5 sections
<b>Weighbridge Construction:</b>	Concrete with steel strength guides
<b>Scale Capacity:</b>	200,000 lbs. x 20 lbs.
<b>NTEP Handbook 44 Tested:</b>	80,000 lbs. concentrated load capacity
<b>Deck Type / Thickness:</b>	Concrete – 8 in. (254 mm)
<b>Paint Specification:</b>	Macropoxy® 646 Finish
<b>Load Cell Access:</b>	Top access via cover plates
<b>Platform Height:</b>	11-1/2" from top of scale to top of foundation slab or pier
<b>Side Rail Kit:</b>	Not required / Pit scale
<b>Load Cell Options:</b>	Qty 8 – 45t POWERCELL® PDX® load cell upgrade option ( <i>upgrade</i> )
<b>Load Cell Cable:</b>	Stainless steel braided cable
<b>Home Run Cable:</b>	98 ft. (30m) steel braided cable
<b>Weighbridge Warranty:</b>	10 Years
<b>Load Cell Warranty:</b>	10 Years
<b>StrikeShield™:</b>	Included – Protects your system from lightning strikes
<b>Weighing Terminal:</b>	METTLER TOLEDO IND570 PCELL



**VTC151 Vehicle Scale Warranty:**

Warranty Description	VTC151 Weighbridge	POWERCELL® PDX® Load Cells
<b>Parts</b>	100% Years 1-10	100% Years 1-10
<b>Labor</b>	100% Years 1-10	100% Years 1-10
<b>Travel Time</b>	100% Years 1-10	100% Years 1-10
<b>Mileage</b>	100% Years 1-10	100% Years 1-10
<b>Lightning Protection</b>	Lightning strikes are covered for 10 years under our StrikeShield™ Lightning Protection. Should any lightning damage occur to METTLER TOLEDO supplied electronic scale parts and terminals during the Warranty period, METTLER TOLEDO will furnish necessary replacement parts, labor and travel time, and mileage from the closest service location. Recalibration of the scale, when necessary, after warranty repairs are made is included in the first 5 years. Ground wiring must be completed to installation specifications for Warranty to be valid.	
<b>Warranty Requirements</b>	Minimum of continuous semi-annual preventative maintenance provided by MT Direct Service or an authorized distributor during warranty period.	
<b>Exclusions</b>	Weighbridge mechanical wear parts, including bumpers, load cell receivers, checking devices. Concrete and rebar used in scale foundation, piers, end walls, approaches, and weighbridge or items supplied by others.	

Scale Hardware			
Qty	Description	Unit	Total
1	METTLER TOLEDO VTC151 Concrete Deck Vehicle Scale 70' x 10' POWERCELL® PDX®	\$ 55,740.00	\$ 55,740.00
1	POWERCELL® PDX® Homerun Cable - 98 ft (30m) – Stainless Steel Braided Cable	\$ 765.00	\$ 765.00
1	METTLER TOLEDO IND570 PCELL Weighing Terminal Harsh Mount	\$ 2,856.00	\$ 2,856.00
1	Raw Material Steel Surcharge	\$ 4,013.23	\$ 4,013.23
	<b>Total</b>		<b>\$ 63,374.23</b>



**Foundation & Construction Services:**

Foundation and construction services are not included and are the Buyer's responsibility.

**Installation & Calibration Services:**

**Sellers Responsibilities:**

- Installation of one (1) METTLER TOLEDO VTC151 vehicle scale.
- Installation, setup, and configuration of one (1) METTLER TOLEDO IND570 weighing terminal.
- Calibration of one (1) METTLER TOLEDO VTC151 vehicle scale with certified test weights.
  - Coordination with local weights and measures.
- If installation services are interrupted for reasons outside of our control, installation and calibration services will be billed in addition at premium time and material rates.
- Installation and calibration services are based on normal business hours. Any work performed outside of normal business hours will be billed in addition at premium time and material rates.

The following services are not included in the standard vehicle scale installation. Additional services must be quoted separately:

- Utility work, such as installation of electrical current and / or network connectivity.
- Removal and disposal of existing vehicle scale.
- Foundation work, including repairs and modifications.

**Installation & Calibration Services:**

Installation & Calibration Services			
Qty	Description	Unit	Total
1	StarterPac Installation – VTC151 Vehicle Scale 4-MOD Pit Scale Concrete	\$ 5,428.00	\$ 5,428.00
1	Vehicle Scale Calibration with Heavy Duty Test Truck and Test Weights	\$ 1,413.00	\$ 1,413.00
<b>Total</b>			<b>\$ 6,841.00</b>

**Concrete Deck:**

Concrete Deck			
Qty	Description	Unit	Total
1	Concrete Deck – Includes Labor and Material to Install Concrete Deck Per METTLER TOLEDO Specifications	\$ 10,560.00	\$ 10,560.00
<b>Total</b>			<b>\$ 10,560.00</b>

**Freight & Crane:**

Freight Pricing			
Qty	Description	Unit	Total
1	Vehicle Scale Freight - Columbus, OH to Oswego, NY <b>**See Terms &amp; Conditions**</b>	\$ 3,600.00	\$ 3,600.00
1	Crane Services – Unloading and Setting New Scale Only	\$ 2,100.00	\$ 2,100.00



**Brady Systems**

811 North Alford Street  
Syracuse, NY 13208  
tel 315.422.9271  
fax 315.472.5400  
www.bradysystems.com

**Terms & Conditions:**

1. **FREIGHT.** Freight estimates are based on Weekly Retail on Highway (US Average) diesel fuel prices supplied by the federal government. Actual freight billing may vary from estimates due to increases or decreases in the average diesel fuel price on the day of shipment. For a more accurate estimate of the actual freight billing, please contact Brady Systems near the time of delivery. Buyer is responsible for all shipping and freight cost including transportation fees and customs fees.
2. **CRANE SERVICES.** When crane services are the SELLER'S responsibility, the SELLER will provide an estimated cost for unloading and setting the vehicle scale(s). SELLER'S estimate is based on having free and clear access at a minimum of 75 ft., 360 degrees above and around the entire scale foundation.
3. **WARRANTY.** Governed by METTLER TOLEDO standard warranty policy.
4. **RETURNS.** Governed by METTLER TOLEDO return policy. Engineered To Order (ETO) items cannot be returned.
5. **ACCESS.** This proposal is based upon free and unobstructed access to the site and with all electrical power and water necessary for our use in performing the work provided by us at the site. If delays are experienced by us in the course of work, because of any lack or failure to perform your obligation thereunder, or because of others at the site, whether they are under contract to you, or because of any fault or neglect on your part, you agree to pay seller for expenses incurred because of these delays.
6. **ALLOWANCES.** Allowances are funds allocated for known future costs that have not been specified with a high enough degree of detail to enable an accurate estimate of costs to be created. Any allowance provided in this quote covers a scope of work where the cost varies with the types of materials, labor and markup needed to achieve the desired result.
  - a. Allowances shall cover the cost to Brady Systems of materials and equipment delivered at the site and all required taxes.
  - b. Allowances shall cover the cost to Brady Systems for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses.
  - c. Whenever costs are more than or less than the stated allowance, the Contract Sum shall be adjusted accordingly by Change Order.
7. **LABOR.** Price includes all necessary labor for installation of the scale. Pricing is based upon the use of nonunion field labor. If the use of union labor is necessary, purchaser shall reimburse the extra cost to seller. Travel charges and service incidentals will be added to the final invoice.
8. **LABOR HOURS.** Normal scale installation service hours are Monday – Friday 8:00am to 4:30pm.
9. **QUOTATIONS & PRICING.** Quotations and pricing automatically expire thirty calendar days from the date issued unless otherwise stated in the quotation and are subject to withdrawal by notice within that period.
10. **CHANGE ORDERS / DISCOVERY FEES.** In the event changes to the scope of work or items discovered during the construction or installation phase that were not expected and require work as a cost extra to the contract price and/or requires an extension to the delivery date, BUYER agrees to cover the SELLER'S cost for labor and material with a 10% markup.
11. **MANUFACTURE ORIGIN.** Columbus, OH, USA
12. **LEAD TIME.** Current lead times are listed below and are subject to change without notice. Please contact Brady Systems when placing your order for more accurate lead times and product availability.
  - a. Vehicle Scale: 25 to 30 business days
13. **PAYMENT TERMS.** 50% down with purchase order, 40% due upon delivery of equipment, 10% due NET 30 upon completion of calibration
14. **FORMS OF PAYMENT.** Check, money order and electronic funds transfer (ACH).
15. **TAXES.** Will be added unless exempt certificates are provided.
16. **ACCEPTANCE.** This Quote and Agreement ("Quote") constitutes an offer by Brady Systems and may only be accepted on its exact terms. Provisions by Buyer or within Buyer's purchase order or other documents that contain terms inconsistent, different, or additional to those set forth herein, unless expressly accepted in writing by an officer of Brady Systems within ten (10) days after receipt, shall not be binding upon Brady Systems. All Quotes and transactions are subject to these Terms and Conditions.



**Brady Systems**

811 North Alford Street  
Syracuse, NY 13208  
tel 315.422.9271  
fax 315.472.5400  
[www.bradysystems.com](http://www.bradysystems.com)

**Summary:**

Pat, it has been my pleasure to prepare this proposal for your consideration. We at Brady Systems and METTLER TOLEDO look forward to your valued order and to working with you toward the successful implementation of this equipment. I will follow up in a few business days to answer any questions regarding this proposal, however, please feel free to call me at (315) 416-8656 if you have any questions or concerns before then.

Sincerely,

Alex Kerr  
Account Manager  
Brady Systems  
Mettler Toledo Premier Distributor

**Customer Acceptance:**

Proposal Accepted By:

\_\_\_\_\_

Buyers Name

\_\_\_\_\_

Buyers Signature

Date:

\_\_\_\_\_

Purchase Order Number:

\_\_\_\_\_

# Exhibit E



## **BANK AGREEMENT AND LESSOR'S ESTOPPEL**

**WHEREAS, EASTHAMPTON SAVINGS BANK**, a Massachusetts banking corporation, with an office at 36 Main Street, Easthampton, Massachusetts (the "Bank") entered into certain financial transactions, dated as of April 29, 2021 (the "Loan"), with **WT TERMINAL OSWEGO, LLC**, a New York limited liability company with a principal place of business located at 112 Amherst Road, Sunderland, Massachusetts (the "Tenant") and in consideration thereof, **THE PORT OF OSWEGO AUTHORITY**, a duly constituted Authority of the State of New York and having a principal place of business in the City of Oswego, Oswego County, New York (the "Lessor"), the lessor under the terms of an Amended and Restated Lease Agreement dated April 29, 2021 (the "Lease"), by and between the Lessor and Tenant pertaining to a portion of the premises known and designated as **TAX PARCEL ID # 128.38-01-02.01** (the "Leased Premises"), and

**WHEREAS**, Tenant delivered a Collateral Assignment by Lessee As Collateral Security dated April 29, 2021 and recorded in the office of the Oswego County Clerk on May 5, 2021 as Instrument # R-2021-005046 to secure an obligation of Tenant repay to Bank a loan in the original principal sum of \$7,600,000 in accordance with the terms of the aforementioned Collateral Assignment (the "Collateral Assignment"), and

**WHEREAS**, the Bank also claims a security interest in Tenant's Personal Property located at the Leased Premises.

**NOW, THEREFORE**, in consideration of \$1.00 and other good and valuable consideration, the Tenant, the Bank, and the Lessor agree as follows:

1. Lessor shall provide the Bank a copy of any Notice of an Event of Default as required by the paragraphs of the Lease entitled "Event of Default" and "Notices". Lessor and Tenant agree that the Bank shall have the same rights as Tenant of notice and opportunity to cure the defaults listed in the paragraph of the Lease entitled Events of Default subparagraph (a), (b), and (c) for its own benefit, but only subject to the terms and conditions of this Agreement and/or the Lease. Except as expressly provided herein, nothing in this Agreement shall limit the right of Lessor to commence and prosecute to conclusion eviction proceedings or other actions that might result in removal of the Tenant or that may impair or affect the collateral of the Bank. All capitalized terms not defined herein shall have the meaning defined in the Lease (which shall be in the form of Exhibit A when amended).
2. The Bank shall have the right to require Lessor to forbear from terminating the Lease and/or commencing an eviction proceeding or an ejectment action only if the Bank advises Lessor of its intention to take possession of the Premises in writing and actually cures all defaults on or before Lessor has the right to terminate the Lease. If the Bank exercises this right, the Bank shall make all payments required by Section 3 of this Agreement and shall be entitled to maintain possession and exercise Tenant's right, for a period of ninety (90) days, or such longer period as is authorized in writing by the Lessor, to assign the Lease in accordance with the Section of the Lease entitled "Assignment/Sublease" solely for the Use required by the Lease. Notwithstanding this Agreement, the Bank shall have no affirmative obligation to cure any or all outstanding defaults during any period that are capable of being cured or to exercise the rights under this Agreement. Cure by the Bank on any occasion will not be deemed to

require any such cure on any other occasion. If within the aforementioned periods the Bank actually cures all applicable defaults under the Lease prior to termination of the Lease, then at the Bank's request, the Bank shall have the rights set forth herein.

3. To the extent that the Bank desires to prevent the termination of the Lease according to the terms of this Agreement and desires to attempt to exercise its rights under the Collateral Assignment, and subject at all times to Lessor's authority under the terms of the Lease, the Bank may cure the defaults as stated in Section 1 and if the Bank exercises its rights under Section 2, the Bank shall have the rights of Tenant to assign the Lease for the Use under the Lease for the period set forth in Section 2 so long as the Bank pays all past due and ongoing Rent and Additional Rent under the Lease and all other obligations required by the Lease (collectively, "Payment Obligations"); provided that with respect to Payment Obligations relating to Rent and Additional to become due and insurance only: (a) Rent and Additional Rent for any period arising after the cure of all defaults by the Bank shall be determined on a per diem basis for the period for which the Lessor forbears or is prevented from terminating the Lease and/or commencing eviction or ejection proceedings; (b) the Dockage and Wharfage charges shall be at minimum the average Dockage and Wharfage charges to the Tenant over the year prior to Tenant's default, but charged on a per diem basis for the period for which the Lessor forbears or is prevented from terminating the Lease and/or commencing eviction or ejection proceedings; (c) the insurance shall be continuously maintained by the Bank for the entire period that the Bank exercises its rights under this Agreement.
4. Notwithstanding anything in this document to the contrary, Personal Property means tangible personal property owned by Tenant but does not include any personal property, fixtures, machinery, or equipment that the Lessor, as the owner of the Premises and/or as an Authority of the State of New York, owns or in which Lessor has an interest, including without limitation, all tanks, gas pipelines, and the dock(s). The Personal Property as of the date of this Agreement consists of two pumps and two mixers. If the Bank exercises its rights under Sections 1-3 of this Agreement, it shall be entitled to remove the Personal Property from the Premises or sell the Personal Property to a permitted assignee of the Lease; provided that the Bank shall remediate any damage to the Premises caused by any removal or other actions to exercise its rights in addition to the Payment Obligations as provided in Section 3.
5. Lessor further states the following as of June 28, 2023:
  - (a) The Lease is still in full force and effect.
  - (b) Lessor knows of no default or Event of Default which with the giving of notice or the passage of time, or both, exists on the part of Tenant under the Lease, except for any obligations of Tenant under the Lease which have accrued but not yet have come due.
  - (c) No rent or advance rent has been paid by the Tenant to the Lessor except as required or permitted pursuant to the Lease.

6. This Waiver and Assent Agreement shall be binding upon Tenant, the Bank, Lessor and their respective successors and permitted assigns and shall inure to the benefit of the Bank and Lessor and their respective successors and assigns.
7. This Agreement shall in all respects be deemed to have been entered into in the State of New York. The rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. The parties expressly consent to personal jurisdiction in the State of New York with the exclusive venue in the Courts of the State of New York located in Oswego County, New York.
8. No right or remedy of Lessor shall be waived, modified, limited, or changed except in a signed writing and no waiver, modification, limitation or change of a right or remedies shall be a waiver, modification, limitation, or change of another or different right or remedy or shall constitute a waiver, modification, limitation or change of a future right or remedy. This Agreement may be executed in more than one counterpart with each counterpart constituting an original but all counterparts constituting a single Agreement. Signatures transmitted in .pdf format by email or fax shall be treated as originals for all purposes.

(Signature Page to Follow)

**IN WITNESS WHEREOF**, Lessor and the Bank have executed this Bank Agreement and Lessor's Estoppel this \_\_\_\_ day of \_\_\_\_\_, 2023.

LESSOR:

**THE PORT OF OSWEGO AUTHORITY**

\_\_\_\_\_

Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Duly Authorized

**ACKNOWLEDGED AND AGREED TO  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023:**

BANK:

**EASTHAMPTON SAVINGS BANK**

\_\_\_\_\_

Witness

By: \_\_\_\_\_

Trenton E. Taylor

Its: Senior Vice President

TENANT:

**WT TERMINAL OSWEGO, LLC**

\_\_\_\_\_

Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Duly Authorized

## **BANK AGREEMENT AND LESSOR'S ESTOPPEL**

**WHEREAS, EASTHAMPTON SAVINGS BANK**, a Massachusetts banking corporation, with an office at 36 Main Street, Easthampton, Massachusetts (the "Bank") entered into certain financial transactions, dated as of April 29, 2021 (the "Loan"), with **WT TERMINAL OSWEGO, LLC**, a New York limited liability company with a principal place of business located at 112 Amherst Road, Sunderland, Massachusetts (the "Tenant") and in consideration thereof, **THE PORT OF OSWEGO AUTHORITY**, a duly constituted Authority of the State of New York and having a principal place of business in the City of Oswego, Oswego County, New York (the "Lessor"), the lessor under the terms of an Amended and Restated Lease Agreement dated April 29, 2021 (the "Lease"), by and between the Lessor and Tenant pertaining to a portion of the premises known and designated as **TAX PARCEL ID # 128.38-01-02.01** (the "Leased Premises"), and

**WHEREAS**, Tenant delivered a Collateral Assignment by Lessee As Collateral Security dated April 29, 2021 and recorded in the office of the Oswego County Clerk on May 5, 2021 as Instrument # R-2021-005046 to secure an obligation of Tenant repay to Bank a loan in the original principal sum of \$7,600,000 in accordance with the terms of the aforementioned Collateral Assignment (the "Collateral Assignment"), and

**WHEREAS**, the Bank also claims a security interest in Tenant's Personal Property located at the Leased Premises.

**NOW, THEREFORE**, in consideration of \$1.00 and other good and valuable consideration, the Tenant, the Bank, and the Lessor agree as follows:

1. Lessor shall provide the Bank a copy of any Notice of an Event of Default as required by the paragraphs of the Lease entitled "Event of Default" and "Notices". Lessor and Tenant agree that the Bank shall have the same rights as Tenant of notice and opportunity to cure the defaults listed in the paragraph of the Lease entitled Events of Default subparagraph (a), (b), and (c) for its own benefit, but only subject to the terms and conditions of this Agreement and/or the Lease. Except as expressly provided herein, nothing in this Agreement shall limit the right of Lessor to commence and prosecute to conclusion eviction proceedings or other actions that might result in removal of the Tenant or that may impair or affect the collateral of the Bank. All capitalized terms not defined herein shall have the meaning defined in the Lease (which shall be in the form of Exhibit A when amended).
2. The Bank shall have the right to require Lessor to forbear from terminating the Lease and/or commencing an eviction proceeding or an ejectment action only if the Bank advises Lessor of its intention to take possession of the Premises in writing and actually cures all defaults on or before Lessor has the right to terminate the Lease. If the Bank exercises this right, the Bank shall make all payments required by Section 3 of this Agreement and shall be entitled to maintain possession and exercise Tenant's right, for a period of ninety (90) days, or such longer period as is authorized in writing by the Lessor, to assign the Lease in accordance with the Section of the Lease entitled "Assignment/Sublease" solely for the Use required by the Lease. Notwithstanding this Agreement, the Bank shall have no affirmative

obligation to cure any or all outstanding defaults during any period that are capable of being cured or to exercise the rights under this Agreement. Cure by the Bank on any occasion will not be deemed to require any such cure on any other occasion. If within the aforementioned periods the Bank actually cures all applicable defaults under the Lease prior to termination of the Lease, then at the Bank's request, the Bank shall have the rights set forth herein.

3. To the extent that the Bank desires to prevent the termination of the Lease according to the terms of this Agreement and desires to attempt to exercise its rights under the Collateral Assignment, and subject at all times to Lessor's authority under the terms of the Lease, the Bank may cure the defaults as stated in Section 1 and if the Bank exercises its rights under Section 2, the Bank shall have the rights of Tenant to assign the Lease for the Use under the Lease for the period set forth in Section 2 so long as the Bank pays all past due and ongoing Rent and Additional Rent under the Lease and all other obligations required by the Lease (collectively, "Payment Obligations"); provided that with respect to Payment Obligations relating to Rent and Additional to become due and insurance only: (a) Rent and Additional Rent for any period arising after the cure of all defaults by the Bank shall be determined on a per diem basis for the period for which the Lessor forbears or is prevented from terminating the Lease and/or commencing eviction or ejection proceedings; (b) the Dockage and Wharfage charges shall be at minimum the average Dockage and Wharfage charges to the Tenant over the year prior to Tenant's default, but charged on a per diem basis for the period for which the Lessor forbears or is prevented from terminating the Lease and/or commencing eviction or ejection proceedings; (c) the insurance shall be continuously maintained by the Bank for the entire period that the Bank exercises its rights under this Agreement.
4. Notwithstanding anything in this document to the contrary, Personal Property means tangible personal property owned by Tenant but does not include any personal property, fixtures, machinery, or equipment that the Lessor, as the owner of the Premises and/or as an Authority of the State of New York, owns or in which Lessor has an interest, including without limitation, all tanks, gas pipelines, and the dock(s). The Personal Property as of the date of this Agreement consists of two pumps and two mixers. If the Bank exercises its rights under Sections 1-3 of this Agreement, it shall be entitled to remove the Personal Property from the Premises or sell the Personal Property to a permitted assignee of the Lease; provided that the Bank shall remediate any damage to the Premises caused by any removal or other actions to exercise its rights in addition to the Payment Obligations as provided in Section 3.
5. Lessor further states the following as of June 28, 2023 ~~that~~:
  - (a) The Lease is still in full force and effect.
  - (b) Lessor knows of no default or Event of Default which with the giving of notice or the passage of time, or both, exists on the part of Tenant under the Lease, except for any obligations of Tenant under the Lease which have accrued but not yet have come due.
  - (c) No rent or advance rent has been paid by the Tenant to the Lessor except as required or permitted pursuant to the Lease.

6. This Waiver and Assent Agreement shall be binding upon Tenant, the Bank, Lessor and their respective successors and permitted assigns and shall inure to the benefit of the Bank and Lessor and their respective successors and assigns.
7. This Agreement shall in all respects be deemed to have been entered into in the State of New York. The rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. The parties expressly consent to personal jurisdiction in the State of New York with the exclusive venue in the Courts of the State of New York located in Oswego County, New York.
8. No right or remedy of Lessor shall be waived, modified, limited, or changed except in a signed writing and no waiver, modification, limitation or change of a right or remedies shall be a waiver, modification, limitation, or change of another or different right or remedy or shall constitute a waiver, modification, limitation or change of a future right or remedy. This Agreement may be executed in more than one counterpart with each counterpart constituting an original but all counterparts constituting a single Agreement. Signatures transmitted in .pdf format by email or fax shall be treated as originals for all purposes.

(Signature Page to Follow)

**IN WITNESS WHEREOF**, Lessor and the Bank have executed this Bank Agreement and Lessor's Estoppel this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

LESSOR:

**THE PORT OF OSWEGO AUTHORITY**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Duly Authorized

**ACKNOWLEDGED AND AGREED TO  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023:**

BANK:

**EASTHAMPTON SAVINGS BANK**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Trenton E. Taylor  
Its: Senior Vice President

TENANT:

**WT TERMINAL OSWEGO, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Duly Authorized



**Summary report:  
 Litera Compare for Word 11.2.0.54 Document comparison done on  
 6/25/2023 10:43:41 AM**

<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://bhlawpllc-mobility.imatech.com/LEGAL/6277549/5	
<b>Modified DMS:</b> iw://bhlawpllc-mobility.imatech.com/LEGAL/6277549/6	
<b>Changes:</b>	
Add	5
Delete	3
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>8</b>

# Exhibit F



## TAYLOR NORTHEAST

Mr. Bill Scriber

June 9, 2023

Port of Oswego  
1 East 2<sup>nd</sup> Street  
Oswego, NY

### RE: Taylor XH-550M Purchase – Rental – Lease Proposal

Mr. Scriber,

Per your request, Taylor Northeast is pleased to present the following proposal for **one (1) NEW Taylor XH-550M 55,000-lb Capacity Forklift Truck**. As we discussed, TNE has several of these machines on order and they are scheduled to complete production in the next few months (subject to prior sale).

<b>Equipment:</b>	<b>NEW Taylor XH-550M Forklift Truck</b>
<b>Capacity:</b>	55,000-lbs @ 48" Load Center
<b>Mast:</b>	2-Stage 12' Taylor ULTRA-VU Mast 144" Max Fork Height 162" Lowered Height
<b>Carriage:</b>	100" 'C-Type' Side Shift Carriage with Individual Fork Positioning
<b>Forks:</b>	5" x 10" x 96 Standard Forks
<b>Engine:</b>	<b>Volvo TAD871VE 248 HP Turbo-Diesel Engine</b> <b>EPA Certified Tier 4 Final</b> 6-Cylinder Electronic Turbo-Charged Requires Ultra-Low Sulfur Diesel Fuel & Low-Ash Engine Oil
<b>Transmission:</b>	3-Speed Automatic Powershift Transmission
<b>Drive Axle:</b>	Axletech Heavy Duty Planetary Drive Axle
<b>Brakes:</b>	Hydraulic Wet-Disc Service Brake with Inching Parking Brake mounted to Trans Output Shaft
<b>Steering:</b>	Hydrostatic Steer-on-Demand System Heavy-Duty Taylor Steer Axle
<b>Wheels &amp; Tires:</b>	Drive: (4) 14.00 x 25 Pneumatic Tires Steer: (2) 14.00 x 25 Pneumatic Tires
<b>Electrical System:</b>	24-Volt Electrical System Heavy Duty Battery & Alternator

**Sales - Service - Parts - Rentals**

**[TaylorNortheast.com](http://TaylorNortheast.com)**

**Taylor Northeast, Inc.**

<b>Operator Cab:</b>	<b>Fully Enclosed Next-Generation Taylor 'Dream Cab'</b> Heater, AC & Defroster System Pressurized Cab with Fresh Air Intake Air-Ride Suspension Seat Rear-View Mirrors USB Charging Port (x2) Cab Circulation Fan
<b>Operator Controls:</b>	Multifunction Joystick w/ Lift, Tilt & Fork Positioner Controls Adjustable Armrest mounted to Suspension Seat Three (3) Pedals – Throttle, Brake & Inching Taylor Integrated Control System (TICS) Full-Color In-Dash Touchscreen Multifunction Display with On-Board Diagnostics <b>No Laptop Required for Routine Service</b> Latest Generation CANbus Technology
<b>On-Board Telemetry:</b>	<b>Taylor Trak Pro Remote Vehicle Monitoring System</b> Cellular-Enabled Wireless Monitoring Service (3-year plan) GPS Location Services Remote Vehicle Diagnosis Capable Remote Service Interval Monitoring and Alert Capable
<b>Safety / Lighting:</b>	Amber Strobe Light Backup Alarm LED Worklights Electric Horn Fire Extinguisher
<b>Standard Features:</b>	All-Welded Steel Chassis Lockable Fuel Tank Dry-Type Air Cleaner Muffler Stack w/ Guard Anti-Restart Ignition Switch
<b>Included Options:</b>	Power in Cab for Customer Supplied CB Radio Backup Camera Reverse-Actuated Strobe Light Reverse-Actuated Blue LED Safety Spot Light Steer Axle Stud Protectors Full Set of Manuals with Operator Training Materials
<b>Warranty:</b>	Full Taylor Factory Warranty 12 Months / 2,000 Hours Parts & Labor Included

***Sales***      -      ***Service***      -      ***Parts***      -      ***Rentals***

**[TaylorNortheast.com](http://TaylorNortheast.com)**

**Taylor Northeast, Inc.**

New Taylor XH-550M Purchase Price:	\$ 585,000.00 each
Inbound Freight Estimate:	\$ 5,000.00 per unit
<b>Optional Equipment:</b>	
4.3" x 12" x 96" Container Forks	\$ 25,000.00
96" Radiused & Offset Coil Forks	\$ 25,000.00
Autolube System	\$ 9,000.00

**Delivery:**                   **4-6 Weeks After Receipt of Order**

**Terms of Sale:**           Freight to the Port of Oswego is Not Included  
                                  On-Site In-Service Labor is Included  
                                  Net Balance due Upon Delivery of Equipment  
                                  Available Machines are Subject to Prior Sale  
                                  Pricing does not include applicable taxes  
                                  This Proposal is Valid for Thirty (30) Days

***Sales***       -       ***Service***       -       ***Parts***       -       ***Rentals***

**TaylorNortheast.com**

**Taylor Northeast, Inc.**

**Taylor Northeast, Inc. Rental Options:**

<b>Month-to-Month Rental Payment:</b>	<b>\$ 14,000.00 per Month</b>
<b>Long-Term Rental Payment (min. 12-Month Contract Required):</b>	<b>\$ 12,650.00 per Month</b>

**Taylor Northeast, Inc. Rental Terms:**

- The Renter is subject to the terms of the TNE Rental Agreement for the duration of the rental term.
- The Renter must provide a certificate of insurance showing Taylor Northeast, Inc. as the Loss-Payee.
- The Renter is responsible for Daily Maintenance and Up-Keep of the machine for the duration of the rental term, including but not limited to performance of regular daily checks, all safety equipment, tires, glass and chassis structures.
- Regular Preventative Maintenance is included in the Rental Rate for the duration of the rental term including oil and filter changes and breakdowns during regular business hours.
- Fuel, cab glass, tires, wheels and damage as a result of misuse, abuse and negligence are not included and the Renter will be responsible for any and all costs associated with and necessary repairs.
- The Renter will be responsible for all labor and parts required to correct any damage as a result of misuse and / or abuse.
- The Renter is responsible for all inbound and outbound mobilization and freight costs at the end of the Rental Term. (Please refer to the quoted freight costs above)
- Repairs required because of misuse, abuse or negligence will be billed at an hourly labor rate of \$150.00 plus parts.
- Regular business hours are between 7:30 AM and 4:00 PM; emergency maintenance calls outside of regular business hours will be billed a minimum of four (4) hours at 1.5 times the published labor rate.
- TNE's Rental Contract allows for up to 160 hours per month or 2,000 hours annually; any hours used over these figures will be billed at \$105 per hour at the end of the rental term.
- All Proposed Equipment is subject to prior sale or rental.

**Taylor Northeast, Inc. Rental-Purchase-Option (RPO):**

- Anytime within the first year of the rental term, the Renter may apply 40% of the total rentals paid towards the purchase price of the Equipment.
- The RPO credit does not apply after the equipment has been on rent for over twelve (12) months; should the Renter desire to purchase the Equipment after twelve (12) months, TNE reserves the right to renegotiate the RPO credit amount.
- Should the Renter choose to exercise the RPO, the overtime charges detailed above will not be charged.
- Equipment will be sold "as is, where is with no warranty expressed or implied; unless time remains on the original Taylor Factory Warranty, in which case the balance of said Warranty will be transferred to the Purchaser.
- Equipment Sales Invoices are due upon receipt.

***Sales - Service - Parts - Rentals***

***TaylorNortheast.com***

**Taylor Northeast, Inc.**

**Taylor Northeast, Inc. Operating Lease Options:**

<b>36-Month Operating Lease Payment:</b>	<b>\$ 12,480.00 per unit</b>
<b>48-Month Operating Lease Payment:</b>	<b>\$ 10,555.00 per unit</b>
<b>60-Month Operating Lease Payment:</b>	<b>\$ 9,360.00 per unit</b>
<b>72-Month Operating Lease Payment:</b>	<b>\$ 8,690.00 per unit</b>

**Taylor Northeast, Inc. Operating Lease Terms:**

**Quoted lease payments are valid for Seven (7) days – Rates are Subject to Change**

Lease Payments are payable to Taylor Northeast, Inc.

Tax (if applicable) is not included in the quoted lease payment.

Freight and assembly costs are not included in the quoted lease payment

(Please refer to quoted freight costs above)

The Lessee is subject to the terms of TNE Lease Agreement for the duration of the lease term.

The Lessee must provide a certificate of insurance showing Taylor Northeast, Inc. as the Loss-Payee.

The Lessee is responsible for Daily Up-Keep of the equipment for the duration of the lease term including but not limited to the performance of regular / daily checks and the upkeep of all safety equipment, tires, glass and chassis structures.

TNE is responsible for warranty service during the standard warranty period.

Annual Hour Allowance: 2,000 hours per year

\$9.00 per hour overtime charge - annual allotment to be charged at the end of the Lease Term

At the end of the Lease Term, the Lessee may return the Equipment to TNE, continue leasing the Equipment or purchase the Equipment for the Fair Market Value.

The Lessee must return the machine in good working condition at the end of the lease term with all functions operating properly, no structural damage, 75% or better tires and all glass, lights and accessories in serviceable order.

Thank you for the opportunity to work with you and your team on this project, Mr. Scriber. Should you have any questions or require any additional information, please do not hesitate to contact me. I can be reached anytime on my mobile phone at 646-877-1368.

Best Regards,

**Mike Morse**

**Taylor Northeast, Inc.**

Cell: 646-877-1368

Email: [MMorse@TaylorNortheast.com](mailto:MMorse@TaylorNortheast.com)

***Sales – Service – Parts – Rentals***

***TaylorNortheast.com***