

PORT OF OSWEGO
AUTHORITY



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

Monday, October 23, 2023

4:30 pm Meeting

AGENDA

Regular Meeting

- 1. Call to Order**
- 2. Motion 10-23-2301: To approve the Minutes of the 09-18-2023 regular monthly meeting and Special Meeting for Dome 4 SEQR Review on 09-27-2023 (Exhibit A).**
- 3. Administrative Operational Report: (Exhibit B)**
- 4. Administrative Financial Reports: (A) Primary and (B) Subsidiary**
Motion 10-23-2302: To accept September's Primary Financial Reports and Subsidiary Financial Reports.
 - A. Primary Financial Reports: (Exhibit C-1)**
 - Cash Position
 - Balance Sheet
 - Profit & Loss Statement
 - Marina Profit & Loss Statement
 - B. Subsidiary Financial Reports: (Exhibit C-2)**
 - Monthly Bills
 - Accounts Payable
 - Accounts Receivable
 - Loan Summary
 - Schedule of Assets
 - Sales Report
- 5. Chairman's Report**
- 6. Committee Reports**
 - a. Executive Committee**
 - b. Audit and Finance Committee**
 - c. Governance Committee**
 - d. Planning and Development Committee**
- 7. Old Business**

MISSION STATEMENT

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

8. **New Business**
9. **Motion 10-23-2303**: To approve the compensatory time off policy (**Exhibit D**).
10. **Motion 10-23-2304**: To authorize the Executive Director to sign and complete any and all paperwork, and fulfill the grant agreement requirements for the U.S. Department of Transportation Maritime Administration under the fiscal year 2022 America's Marine Highway (AMH) Program, MARAD FY 2022 AMH Grant No. 693JF72340008 (**Exhibit E**).
11. **Motion 10-23-2305**: To move to executive session to discuss purchase of property.
12. **Motion 10-23-2306**: To resume regular monthly meeting.
13. **Motion 10-23-2307**: For the Executive Director to extend an offer and negotiate financing for the purchase of property within the terms of the agreement as recommended by Port Counsel (**Exhibit F**).
14. **Motion 10-23-2308**: For the Port of Oswego Authority Board to hereby authorize the Executive Director, with approval of legal counsel, to finalize the lease agreement known as FY 24-1 and sign on behalf of the Port of Oswego Authority (**Exhibit G**).
15. **AD HOC MOTIONS REQUIRED AS A RESULT OF MEETING BUSINESS:**
 - Motion 10-23-230** : To
 - Motion 10-23-230** : To
16. **Motion 10-23-2309**: To adjourn the regular monthly meeting.

**Next Regular Monthly Board Meeting is scheduled for
Monday, November 20, 2023 @ 4:30pm**

MISSION STATEMENT

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

Exhibit A

PORT OF OSWEGO AUTHORITY
Regular Monthly Meeting
Monday, September 18, 2023

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

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

ALSO PRESENT: Pat McMahon - Supervisor of Development & Maintenance, Debbie Godden - Accounting Manager, Kim Natoli - Port Employee, Carl Rode - C&S Engineers, Allison Phillips, Esq. - Young/Sommer LLC on Zoom, Dr. Robert Morgan - Vice President of the H. Lee White Maritime Museum and Ms. Mercedes Niess - Executive Director of the H. Lee White Maritime Museum.

ABSENT: Stan Delia and Kathleen Macey.

DISCUSSION

A discussion was initiated by Allison Phillips, Esq. with Young/Sommer LLC about the Dome 4 Redesign Project. At the last meeting, Counsel and the Board reviewed Part 2 of the long form of the Environmental Assessment Form (EAF), and went through each of the questions on Part 2 form; the Board identified and analyzed the potential impacts with the assistance of the responses to those questions and information in Part 1. The Board identified potential impacts and quantified potential impacts either “no” or “small”, or “medium to large”. The Board found a Moderate impact when considering the visual appearance of the redesigned Dome 4 structure, but for the reasons that the Board discussed at the last meeting and are memorialized in the negative declaration, the Board found it did not constitute a potential significant adverse environmental impact under SEQR.

The Board’s responses and discussion of Part 2 of the EAF was used to prepare a reasoned elaboration document, which was circulated to the Board last week, and it is intended to memorialize the discussion of the last Board meeting and provide its reasoned elaboration supporting a negative declaration under SEQR.

There were no further questions from the Board.

Counsel did indicate that they did hear additional correspondence from the New York State Office of Parks, Recreation and State Historic Preservation, who indicated that because the facility had begun construction, they could not make meaningful comment on SEQR; Part 3 of negative declaration of reasoned elaboration does note this correspondence. Correspondence was also received by the Department of Environmental Conservation (DEC). The DEC did not object to the Board acting as Lead Agency under SEQR and provided general comments as to potential follow-up that is needed in the areas of their jurisdiction. The DEC did review and question the areas of possible disturbances, or the “buffer area” that should be included in the calculations.

Carl Rode with C&S Engineers reported they reviewed the areas of what could be considered as areas of disturbances. C&S Engineers looked at 150’ x 150’ square dome building with 50’ buffer area around the structure as the limit of work. How C&S Engineers treat disturbances, when doing calculations, they evaluate areas that are going to be excavated, or cause disturbance to native soils,

underlying soils, not the blacktop that was in the area. That reduced the disturbance footprint of the project because only small areas around the perimeter of the structure needed to be disturbed to install the foundation and to place utilities. Pertaining to areas inside the structure, asphalt was removed from the surface however, underlying gravel and underlying sub-base material was left in-tact. Gravel and paving was added to that, it was an impervious area prior, and not removing feet of existing materials. Everything below the asphalt was left in place. It was the similar for the perimeter, asphalt was removed in a few areas to place foundations and set the elevation grade. Per C&S Engineers, areas of disturbance is less than one acre, however left this calculation at 0.99 acres, as it could fluctuate a small amount depending on contractors means and methods. C&S Engineers confirmed it is well under the 1 acre calculation threshold. The questioning from DEC does not impact the Board's findings on SEQR.

Motion 09-18-2308: A motion was made by Mr. Enwright for a Resolution issuing a Negative Declaration under SEQR for the Port of Oswego Authority Dome 4 Redesign Project. Ms. Zeller seconded the motion.

	<u>AYE</u>	<u>NAY</u>
Ms. Cosemento	X	
Dr. Kares Smith	X	
Mr. Enwright	X	
Mr. Schneider	X	
Ms. Zeller	X	

Motion passed. 5-Aye, 0-Nay.

Prior to making a motion for Motion 09-18-2309, Allison Phillips, Esq. explained that when reviewing the SEQR form, one area that the Board discussed was whether the proposed Dome 4 Redesign Project was consistent with adopted community plans. In that discussion, the Board confirmed that it did believe it was consistent with community plans, and building off the information in Part 1 of the EAF, the reasoned elaboration discusses how the project is consistent with both the Port's long-term comprehensive plan and also the City of Oswego's comprehensive plan and adopted local waterfront revitalization plan. The Board did complete a consistency assessment with the larger Expansion Project two years ago that took into account the Local Waterfront Revitalization Plan (LWRP) to determine if the Port's project was consistent with that. A new assessment was completed with the assistance of the Board's technical consultant for the Dome 4 Redesign Project, where all the different policies that are applicable to the project that are in the city's Local Waterfront Revitalization Plan (LWRP) were reviewed, and it identifies how the project is consistent with those policies (industrial contributions, long-term community sustainability). The assessment form was provided to the Department of State and directly to the City of Oswego in late July or early August, and the Board did not receive any objections or comments from the City or Department of State in regards to the consistency assessment. The Board reviewed all the information about the project and in addition to making a negative declaration, Counsel has prepared a proposed resolution for the Board to confirm its determination that the project is consistent with the City of Oswego's Local Waterfront Revitalization Plan.

Several Board members wanted to confirm that the City of Oswego will be notified of this resolution. Per Counsel, circulation of the adoption of this second resolution will be handled.

Motion 09-18-2309: A motion was made by Ms. Cosemento for a resolution of LWRP Consistency for the Port of Oswego Authority Dome 4 Redesign Project. Dr. Kares Smith seconded the motion. Motion passed. 5-Aye, 0-Nay.

Motion 09-18-2301: A motion was made by Ms. Zeller to move to executive session to discuss CSEA negotiations and land acquisitions at 4:52 PM. Dr. Kares Smith seconded the motion. Motion passed. 5-Aye, 0-Nay.

Motion 09-18-2302: A motion to resume the regular meeting, executive session ended at 5:35 PM.

OLD BUSINESS:

Ms. Mercedes Niess, Executive Director of the H. Lee White Maritime Museum, and Dr. Robert Morgan, H. Lee White Maritime Museum Vice President, attended this month's meeting. Mercedes Niess and Dr. Robert Morgan spoke about the progress of the LT-5 Tug. They were successful in renewing the federal grant agreement for \$365,000.00; they are waiting on the state grant to finalize. Once that is finalized, the LT-5 can have the fuel removed from it. Mr. Scriber relayed that there was some concerns in the grant agreement with the Port and with what the Port was required to do. Mr. Scriber will follow-up with Port counsel. Mr. Scriber also suggested a meeting involving Museum personnel, the Port, and Port counsel for better communications. Mr. Scriber and Mr. Enwright had concerns about liabilities and insurance issues involving the LT-5.

Dr. Morgan updated the Board about progress on the schooner. They are removing steel from the inside, and hopefully will be removing the diesel soon.

Also, the Museum will have its business plan finalized in the near future. They have a Zoom meet this week in regards to possibly \$2 million in funding.

APPROVAL OF MINUTES

Motion 09-18-2303: A motion was made by Ms. Zeller to approve the minutes of the August 21, 2023 regular monthly meeting and the minutes of the September 5, 2023 Special Meeting for Dome 4 Redesign Project. Motion was seconded by Dr. Kares Smith. Motion passed. 5-Aye, 0-Nay.

ADMINISTRATIVE OPERATIONAL REPORT

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

Report Topics:

Monthly operations update – August 2023

Update on projects:

- Port Board members Ms. Macey and Mr. Enwright are attending the H₂O Conference in Toronto, Ontario with Mr. Scriber; Mr. Scriber is on the H₂O Conference committee.
- Presentation given on September 11, 2023 to Operation Oswego County on the Port's economic impact, it was well received.
- Mr. Scriber is a member of the New York State Freight Plan Working Group; first meeting was a week ago. DOT will be following up with the Port for a one-on-one meeting.

- Mr. Scriber is a member of Oswego County Micron Economic Development Work Group. Invitation was from Mr. Austin Wheelock. They had a meeting, and set goals and discussions on the positive benefits for Oswego County.
- Mr. Scriber was asked to serve on Micron Logistics Transportation sub-committee, which involves transportation for people from Oswego County to Micron, and also the construction, warehouse, and housing aspects.
- A meeting with Novelis was held on the possibility of rail coming to the Port. Novelis plant in Tennessee will start producing 24,000-25,000 pound ingots. Testing the transportation of the ingots of this size is possible this fall (ingots would be loaded onto an 89' rail car, transported to Tennessee, and then back to the local Novelis plant and finally unload). Mr. Scriber stated that the Port can accommodate the size of these ingots. Mr. Scriber described that an 89' rail car is the largest that can be placed on an axle through the Dewitt rail yard into Fulton. The Port has track F on the property, and that it can handle an 89' rail car and ingots of this size. Discussions involved that the Port can handle the 89' rail cars, the unloading, the storage, and transloading. This project may happen in 2024.

ADMINISTRATIVE FINANCIAL REPORTS

Motion 09-18-2304: A motion was made by Mr. Schneider to accept the July and August financial reports as presented. Motion seconded by Ms. Zeller. Motion passed. 5-Aye, 0-Nay.

Primary Financial Reports

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

Subsidiary Financial Reports

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

Mr. Scriber spoke about several revenue-generating projects (rock projects, aluminum, and soybeans), with next year appearing to be a strong year.

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

COMMITTEE REPORTS:

Executive Committee: Ms. Cosemento reported that she attended the August 29th meeting at H. Lee White Maritime Museum. She suggested that the museum advertize their lighthouse tour information. The Museum accepted their budget, reported on the DLR report that suggests that they move forward, the NOAA visit, and fundraising program.

Ms. Cosemento met with the International Longshoreman's Association in Syracuse regarding their pension plan.

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

Governance Committee: No report per Dr. Kares Smith.

Planning and Development Committee: No report (Ms. Macey was absent). Mr. Scriber reported that in about two weeks, the holes would be drilled for the marina. No finalized plan for the restrooms at this time.

OLD BUSINESS:

U.S. Department of Transportation Maritime Administration Grant Agreement Under The Fiscal Year 2022 America's Marine Highway (AMH) Program – for Board's review.

NEW BUSINESS:

Motion 09-18-2305: A motion was made by Dr. Kares Smith to extend the lease agreement with Dean Marine Excavating, Inc. under the same lease conditions as the original until 10/31/2023 at a reduced rate of \$17,000.00, and authorize the Executive Director to sign and complete any and all paperwork (current contract expires 09/30/2023). Motion seconded by Ms. Zeller. Motion passed. 5-Aye, 0-Nay.

Motion 09-18-2306: A motion was made by Ms. Cosemento to approve CSEA Local 068 and CSEA Local 1000 proposals for Successor Agreement to the 9.1.2021 – 6.30.2023 contract, to be effective 09/18/2023, as attached amendment states with financial items effective on 04/1/2024, and authorize the Executive Director to sign and complete any and all paperwork. Motion seconded by Ms. Zeller. Motion passed. 5-Aye, 0-Nay.

Motion 09-18-2307: A motion was made by Ms. Cosemento for the Board's consideration to donate \$125.00 to the Oswego Opera Theater. Motion seconded by Ms. Zeller. Motion passed. 5-Aye, 0-Nay.

Motion 09-18-2310: A motion was made by Mr. Schneider for the Port Improvement Project – The Port of Oswego Authority does hereby accept the EDA Grant award and authorizes the Executive Director to sign any and all paperwork, and administer the grant award. Motion seconded by Ms. Zeller. Motion passed. 5-Aye, 0-Nay.

Motion 09-18-2311: A motion was made by Ms. Cosemento to authorize the Executive Director to appoint a real estate broker to explore the opportunity to negotiate and offer for 91 Mitchell Street, and to explore the possibly of eminent domain on said property. Motion was seconded by Dr. Kares Smith. Motion passed. 5-Aye, 0-Nay.

ADJOURNMENT

Motion 09-18-2312: A motion was made by Ms. Zeller and seconded by Dr. Kares Smith to adjourn the regular monthly meeting at 6:29 PM. Motion passed. 5-Aye, 0-Nay.

PORT OF OSWEGO AUTHORITY
Special Meeting for Dome 4 SEQR Review
Wednesday, September 27, 2023

CALL TO ORDER: Mr. Enwright called the meeting to order at 2:03 PM.

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

ALSO PRESENT: Pat McMahon - Supervisor of Development & Maintenance, Debbie Godden - Accounting Manager, Kim Natoli - Port Employee, Carl Rode and Bryan Bayer - C&S Engineers on Zoom, Ryan Suser - Counsel with Bousquet Holstein PLLC on Zoom, Allison Phillips, Esq. - Young/Sommer LLC on Zoom, and Lawrence Ordway - Port Counsel with Bousquet Holstein PLLC on Zoom.

Motion 09-27-2301: A motion was made by Dr. Kares Smith to enter into executive session to discuss the lawsuit involving the Dome 4 Redesign Project and to receive privileged client-attorney information at 2:09 PM. Ms. Macey seconded the motion. Motion passed. 7-Aye, 0-Nay.

Executive session ended at 3:35 PM.

ADJOURNMENT

Motion 09-27-2302: A motion was made by Mr. Enwright and seconded by Ms. Zeller to adjourn the Special Meeting for Dome 4 SEQR Review at 3:36 PM. Motion passed. 7-Aye, 0-Nay.

Kathleen Macey, Secretary/Treasurer

Exhibit B



Administrative Report Topics

September 2023

William W. Scriber, Executive Director

- Monthly (September 2023) operations update – see attached
- Highway H₂O Conference in Toronto, Ontario on October 17th – 19th
- PFRAP Grant – Submissions include:
 - Electric trackmobile
 - Additional trackage at Fitzgibbons
 - Concrete loading system for potash at Dome 3
- Visit from CSX Rail on expanded opportunity for rail at the Port
- Update on Novelis slabs, both rail and truck

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

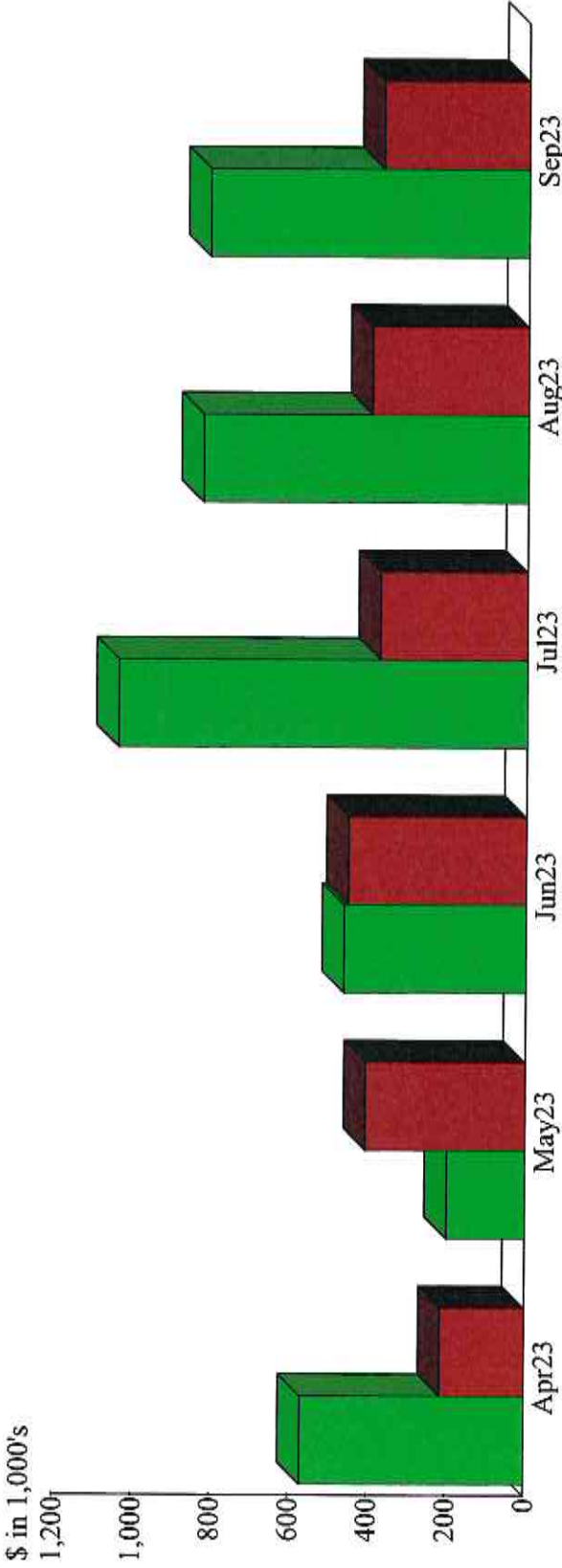
Totals						
	# In	# Out	Total # In/Out	MT In	MT Out	Total MT In/Out
Trucks	0	239	239	0.000	7476.584	7476.584
Railcars	0	0	0	0.000	0.000	0.000
Vessels	2	0	2	11495.782	0.000	11495.782
Grand Totals	2	239	241	11495.782	7476.584	18972.366

	Company	ST	MT	In/Out	Mode	#
Potash	Nutrien Ag Solutions	0.00	0.000	Inbound	Vessel	0
	Nutrien Ag Solutions	0.00	0.000	Inbound	Railcar	0
	Nutrien Ag Solutions	844.62	766.226	Outbound	Trucks	23
Grain	Anderson's Soybeans	0.00	0.000	Inbound	Trucks	0
	Anderson's Soybeans	0.00	0.000	Inbound	Railcar	0
	Anderson's Soybeans	0.00	0.000	Outbound	Trucks	0
	Anderson's Soybeans	0.00	0.000	Outbound	Railcar	0
	Anderson's Soybeans	0.00	0.000	Outbound	Vessel	0
	Anderson's Corn	0.00	0.000	Inbound	Trucks	0
	Anderson's Corn	0.00	0.000	Inbound	Railcar	0
	Anderson's Corn	1613.08	1463.360	Outbound	Trucks	54
	Anderson's Corn	0.00	0.000	Outbound	Railcar	0
	Anderson's Corn	0.00	0.000	Outbound	Vessel	0
Aluminum	Marubeni	2202.98	1998.534	Inbound	Vessel	1
	Marubeni	0.00	0.000	Inbound	Railcar	0
	Marubeni	2422.66	2197.798	Outbound	Trucks	68
	Trafigura	0.00	0.000	Inbound	Vessel	0
	Trafigura	0.00	0.000	Inbound	Trucks	0
	Trafigura	0.00	0.000	Inbound	Railcar	0
	Trafigura	0.00	0.000	Outbound	Trucks	0
	Glencore	2203.90	1999.362	Inbound	Vessel	2
	Glencore	0.00	0.000	Outbound	Trucks	0
	Glencore	0.00	0.000	Inbound	Railcar	0
	Glencore	0.00	0.000	Inbound	Trucks	0
	Goldman	1652.93	1499.529	Inbound	Vessel	1
	Goldman	0.00	0.000	Inbound	Railcar	0
	Goldman	0.00	0.000	Inbound	Trucks	0
	Goldman	2480.53	2250.297	Outbound	Trucks	69
	Goldman	0.00	0.000	Outbound	Railcar	0
	Concord	0.00	0.000	Inbound	Vessel	0
	Concord	0.00	0.000	Outbound	Trucks	0
	Concord	0.00	0.000	Outbound	Railcar	0
	Concord	0.00	0.000	Inbound	Railcar	0
Concord	0.00	0.000	Inbound	Trucks	0	
IXM	6611.99	5998.357	Inbound	Vessel	2	

	IXM	0.00	0.000	Inbound	Trucks	0
	IXM	0.00	0.000	Inbound	Railcar	0
	IXM	880.64	798.903	Outbound	Trucks	25
	Mitsubishi	0.00	0.000	Outbound	Trucks	0
	Mitsubishi	0.00	0.000	Inbound	Trucks	0
	Mitsubishi	0.00	0.000	Inbound	Vessel	0
	Mitsubishi	0.00	0.000	Inbound	Railcar	0
	Mercuria	0.00	0.000	Inbound	Vessel	0
	Mercuria	0.00	0.000	Inbound	Trucks	0
	Mercuria	0.00	0.000	Outbound	Trucks	0
	Mercuria	0.00	0.000	Outbound	Railcar	0
	Mercuria	0.00	0.000	Inbound	Railcar	0
	Alcoa	0.00	0.000	Inbound	Vessel	0
	Novelis Ingots	0.00	0.000	Inbound	Vessel	0
	Novelis Ingots	0.00	0.000	Outbound	Trucks	0
	Novelis Ingots	0.00	0.000	Inbound	Railcar	0
	Novelis Transfer Loads	0.00	0.000	Outbound	Trucks	0
Dean Marine Rock/Stone	Rock/Stone	0.00	0.000	Inbound	Railcar	0

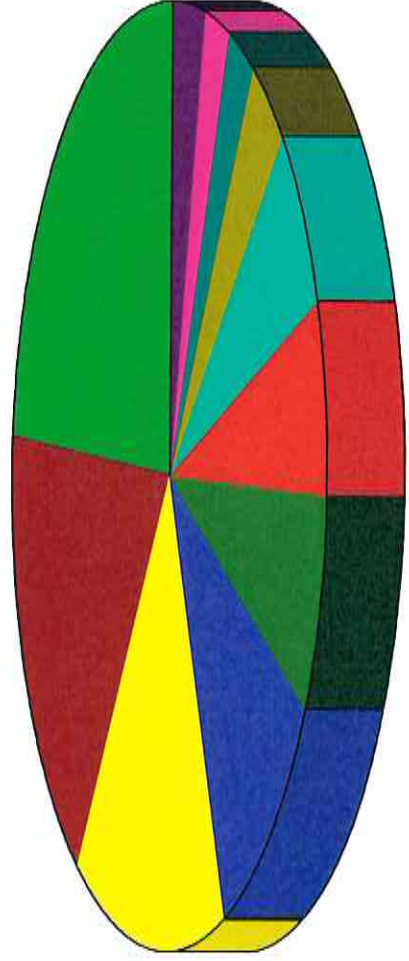
Exhibit C-1

Income and Expense by Month
April through September 2023



Income Summary
April through September 2023

9000017 · FEMA DR 4348	23.84%
4600000 · Stevedoring	16.83
4800000 · Marina Income	15.60
9001400 · REDI - Goble Marina	10.91
4400000 · Rental	7.53
9000020 · Auction / Sale of equipment	6.77
4300000 · Loading and Unloading	6.76
4500000 · Misc Income	3.94
4200000 · Wharfage	2.82
4000000 · Storage	2.57
Other	2.42
Total	\$3,911,722.03



By Account

Port of Oswego Authority
Cash Position
 As of September 30, 2023

	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
1000600 · Imprest Fund - Key Bank					
Total 1000600 · Imprest Fund - Key Bank	323,646.42	533,051.29	609,555.86	-76,504.57	247,141.85
1000700 · Health Fund - Key Bank					
Total 1000700 · Health Fund - Key Bank	-4,132.83	13,000.00	8,078.78	4,921.22	788.39
1001000 · Comptroller Fund - Key Bank					
Total 1001000 · Comptroller Fund - Key Bank	441,371.54	723,421.87	1,142,396.05	-418,974.18	22,397.36
1001001 · Gen. State Checking - Key Bank					
Total 1001001 · Gen. State Checking - Key Bank	315,638.20	1,139,300.15	349,103.26	790,196.89	1,105,835.09
1001500 · Key Money Market					
Total 1001500 · Key Money Market	83,100.34	58.07	0.00	58.07	83,158.41
TOTAL	<u><u>1,159,623.67</u></u>	<u><u>2,408,831.38</u></u>	<u><u>2,109,133.95</u></u>	<u><u>299,697.43</u></u>	<u><u>1,459,321.10</u></u>

Port of Oswego Authority
Balance Sheet
As of September 30, 2023

	Sep 30, 23	Sep 30, 22	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1000100 · Petty Cash	200.00	143.08	56.92
1000300 · Oswego Marina - Register fund	600.00	600.00	0.00
1000600 · Imprest Fund - Key Bank	247,141.85	222,489.50	24,652.35
1000700 · Health Fund - Key Bank	788.39	1,318.82	-530.43
1001000 · Comptroller Fund - Key Bank	22,397.36	35,423.95	-13,026.59
1001001 · Gen. State Checking - Key Bank	1,105,835.09	1,408,875.24	-303,040.15
1001500 · Key Money Market	83,158.41	7,608.42	75,549.99
1003300 · CD - Bldg Rehab Fund	88,615.51	87,865.48	750.03
Total Checking/Savings	1,548,736.61	1,764,324.49	-215,587.88
Accounts Receivable			
1100000 · Accounts Receivable	329,748.51	328,608.38	1,140.13
Total Accounts Receivable	329,748.51	328,608.38	1,140.13
Other Current Assets			
1100103 · Accounts Receivable Other	995.04	995.04	0.00
1100104 · Short term Lease Receivable	147,710.42	0.00	147,710.42
1100900 · Other Receivable	0.00	760,621.00	-760,621.00
1201000 · Prepaid Insurance	14,968.79	15,225.33	-256.54
1202000 · Prepaid expense	193.05	193.05	0.00
1210000 · Inventory Asset	22,266.93	22,596.77	-329.84
1300000 · Grant Receivable	740,118.43	2,729.07	737,389.36
1499000 · Undeposited Funds	8,979.08	10,616.27	-1,637.19
Total Other Current Assets	935,231.74	812,976.53	122,255.21
Total Current Assets	2,813,716.86	2,905,909.40	-92,192.54
Fixed Assets			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	14,074,827.75	0.00
1502050 · Land & Land Impr-Held for Lease	1,537,131.13	1,376,575.13	160,556.00
1502100 · Alcan Water Line	1.00	1.00	0.00
1502300 · Bldgs & Improvem-Capital Assets	8,516,661.43	8,478,916.43	37,745.00
1502350 · Bldgs & Improvem-Held for Lease	4,043,402.88	4,012,217.36	31,185.52
1502400 · Office Equipment & Furniture	473,841.90	469,143.90	4,698.00
1502500 · Operating Equipment	3,672,564.57	3,157,693.41	514,871.16
1502501 · Equipment - Marina	299,821.60	284,972.58	14,849.02
1502550 · Lease Assets	434,701.63	0.00	434,701.63
1502555 · Accumulated Amortization	-64,865.10	0.00	-64,865.10
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

Port of Oswego Authority
Balance Sheet
As of September 30, 2023

	Sep 30, 23	Sep 30, 22	\$ Change
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	51,757.49	11,975.00	39,782.49
1504900 · Cap Imp - Gas Dock improvements	1,031.76	0.00	1,031.76
1505600 · Cap Imp - Agricultural Center	14,532,745.60	14,422,956.03	109,789.57
1505800 · Cap Imp - Railcar conveyor	11,546.14	0.00	11,546.14
1506400 · Cap Imp - Warehouse doors	17,105.44	0.00	17,105.44
1506600 · Cap Imp - RV Park	117,690.24	95,677.02	22,013.22
1507300 · Cap Imp - Scales	93,603.23	0.00	93,603.23
1507800 · Cap Imp - FEMA-West 2017	377,425.42	342,020.05	35,405.37
1507802 · Cap Imp - FEMA-East 2017	1,649,705.43	514,857.30	1,134,848.13
1508600 · Cap Imp-REDI 19515-Goble Marina	1,406,150.15	542,080.44	864,069.71
1508900 · Cap Imp-Fitzgibbons Prop Imprv	0.00	160,556.00	-160,556.00
Total Fixed Assets	30,632,711.49	28,620,280.20	2,012,431.29
Other Assets			
1100105 · Long Term Lease Receivable	1,025,645.36	0.00	1,025,645.36
1100106 · Interest Receivable	2,337.06	0.00	2,337.06
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
Total Other Assets	1,223,178.42	442,934.00	780,244.42
TOTAL ASSETS	34,669,606.77	31,969,123.60	2,700,483.17
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000100 · Accounts Payable	107,508.51	498,125.92	-390,617.41
Total Accounts Payable	107,508.51	498,125.92	-390,617.41
Credit Cards			
2000101 · Key Bank - Bill Mastercard	3,893.48	5,344.51	-1,451.03
2000103 · Lowe's credit card	263.53	452.54	-189.01
Total Credit Cards	4,157.01	5,797.05	-1,640.04
Other Current Liabilities			
2000200 · Retainage Payable	114,482.98	16,448.92	98,034.06
2000300 · Accounts Payable Other	15,023.11	0.00	15,023.11
2000400 · A/P-Deferred COVID19 ER SS	0.00	19,414.06	-19,414.06
2000610 · Deposits received	20,000.00	0.00	20,000.00
2001000 · Accrued Salaries	37,502.49	49,791.08	-12,288.59
2001200 · Accrued Compensation	58,468.03	53,350.23	5,117.80
2001600 · Accrued NYS Retirement Withheld	1,070.01	1,119.97	-49.96
2001700 · NYS Retirement Loan Withheld	836.00	756.00	80.00
2002700 · Accrued NYS PFL withheld	1,670.27	1,243.15	427.12
2003000 · #1570A Pension Fund	28,923.88	54,159.44	-25,235.56
2003100 · 1570 1% Checkoff Withheld	407.66	780.21	-372.55

Port of Oswego Authority
Balance Sheet
As of September 30, 2023

	<u>Sep 30, 23</u>	<u>Sep 30, 22</u>	<u>\$ Change</u>
2003200 · 1570 1/10% Checkoff Withheld	40.76	78.03	-37.27
2003300 · 1570A 9/10% Checkoff Withheld	366.98	702.23	-335.25
2003401 · 1570A Local Dues Withheld	732.27	1,371.16	-638.89
2004500 · Accrued Mass Mutual withheld	-335.50	0.00	-335.50
2005600 · Payments on Insurance Claims	961.95	961.95	0.00
2005700 · Short Term Lease Liability	115,652.95	0.00	115,652.95
2550000 · Sales Tax Payable	-4,597.83	-19,774.75	15,176.92
Total Other Current Liabilities	<u>391,206.01</u>	<u>180,401.68</u>	<u>210,804.33</u>
Total Current Liabilities	<u>502,871.53</u>	<u>684,324.65</u>	<u>-181,453.12</u>
Long Term Liabilities			
2500400 · NYS Retirement Employer Contri	10,289.00	1,729.00	8,560.00
2500500 · Advances from NYS	3,455,925.71	3,505,925.71	-50,000.00
2500600 · Vehicle Note Payable	48,363.89	0.00	48,363.89
2501010 · Note Payable - PPP 2nd draw	0.00	374,895.00	-374,895.00
2501400 · OPEB liability	1,559,497.00	2,466,448.00	-906,951.00
2501700 · LOC 1753 Pathfinder-Goble/FEMA	183,948.03	0.00	183,948.03
2502100 · Note Payable - Liebherr Crane	0.00	301,196.76	-301,196.76
2502200 · Note Payable-SANY Forklift-LEAF	458,630.43	0.00	458,630.43
2503500 · Long Term Lease Liability	99,090.47	0.00	99,090.47
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	1,131,499.94	0.00	1,131,499.94
Total Long Term Liabilities	<u>7,844,127.47</u>	<u>6,901,073.47</u>	<u>943,054.00</u>
Total Liabilities	<u>8,346,999.00</u>	<u>7,585,398.12</u>	<u>761,600.88</u>
Equity			
3000500 · Contributed Capital	144,946.00	144,946.00	0.00
3001000 · Contributed Capital - Federal	45,777.00	45,777.00	0.00
3001500 · Grant from NYS	2,253,367.90	2,253,367.90	0.00
3001600 · Grant MultiCodul Capital Proj	2,073,783.33	2,073,783.33	0.00
3001700 · Grant-MultiModal	370,000.00	370,000.00	0.00
3001800 · Grant Energy Savings	60,000.00	60,000.00	0.00
3005000 · Retained Earnings	19,678,911.68	18,101,112.78	1,577,798.90
Net Income	<u>1,695,821.86</u>	<u>1,334,738.47</u>	<u>361,083.39</u>
Total Equity	<u>26,322,607.77</u>	<u>24,383,725.48</u>	<u>1,938,882.29</u>
TOTAL LIABILITIES & EQUITY	<u><u>34,669,606.77</u></u>	<u><u>31,969,123.60</u></u>	<u><u>2,700,483.17</u></u>

Port of Oswego Authority
Profit & Loss
September 2023

	Period to Date			Year to Date			% Variance from Budget
	Actual	Prior	Budget	Actual	Prior	Budget	
Ordinary Income/Expense							
Income							
4000000 · Storage	22,266.88	31,733.76	30,833.33	100,593.13	178,845.06	185,000.02	-84,406.89
4100000 · Dockage	7,123.02	9,984.76	13,888.89	57,261.59	173,954.77	83,333.33	-26,071.74
4200000 · Wharfage	26,453.07	16,451.38	28,000.00	110,425.41	168,103.54	168,000.00	-57,574.59
4300000 · Loading and Unloading	29,009.67	158,943.81	66,666.67	264,405.42	922,316.28	400,000.00	-135,594.58
4400000 · Rental	65,052.37	68,501.90	47,500.00	294,514.56	365,234.00	285,000.00	9,514.56
4500000 · Misc Income	41,173.23	34,321.74	20,833.33	154,185.32	1,002,885.06	125,000.00	29,185.32
4600000 · Stevedoring	171,385.60	50,240.50	83,333.33	658,204.42	1,392,877.24	500,000.01	158,204.41
4800000 · Marina Income	111,377.18	154,904.64	121,878.15	610,298.56	791,339.69	703,822.88	-93,524.32
4850000 · RV Park	0.00	0.00	0.00	0.00	0.00	5,000.00	-5,000.00
Total Income	473,841.02	525,082.49	412,733.70	2,249,888.41	4,995,556.64	2,455,156.24	-205,267.83
Cost of Goods Sold							
4900000 · Cost of Goods Sold	52,284.12	75,451.14	53,125.00	315,857.27	461,990.71	318,750.00	-2,892.73
Total COGS	52,284.12	75,451.14	53,125.00	315,857.27	461,990.71	318,750.00	-2,892.73
Gross Profit	421,556.90	449,631.35	359,608.70	1,934,031.14	4,533,565.93	2,136,406.24	-202,375.10
Expense							
5000000 · Personal Service	124,798.43	162,493.08	128,428.59	766,875.23	1,322,532.23	876,790.05	-109,914.82
6050000a · Travel Expense	2,432.46	2,620.83	500.00	4,400.65	6,037.55	3,000.00	1,400.65
6100000a · Auto Expense	220.67	1,107.87	583.33	2,394.47	5,555.45	3,500.00	-1,105.53
6110000a · Fuel expense	3,871.71	5,488.26	4,291.67	20,302.13	42,203.70	25,750.00	-5,447.87
6150000a · Office Supplies	1,637.62	997.54	3,333.33	36,709.83	31,722.78	20,000.00	16,709.83
6150200 · General Insurance Expense	28,107.62	25,034.07	23,333.33	163,813.06	137,916.67	140,000.00	23,813.06
6200000a · Advertising & Printing	6,113.28	8,072.02	2,500.00	21,851.63	18,147.47	15,000.00	6,851.63
6250000a · Communications	418.49	2,874.62	2,500.00	4,586.61	17,478.14	15,000.00	-10,413.39
6260000 · FTZ expenses	0.00	0.00	0.00	645.00	0.00	0.00	645.00
6300000a · Fuel, Light & Power	3,472.99	3,955.21	6,250.00	28,426.55	36,547.58	37,500.00	-9,073.45
6350000a · Household Supplies	1,857.31	3,926.14	1,750.00	12,754.30	16,267.65	10,500.00	2,254.30
6400000a · Payroll Taxes	8,196.09	9,437.82	9,499.52	55,980.16	88,535.23	56,997.12	-1,016.96
6450000a · Health Insurances	26,696.29	19,705.45	20,416.67	136,142.08	123,385.00	122,500.00	13,642.08
65000000 · ILA Pension	28,923.88	54,159.44	17,500.00	175,468.89	460,772.44	105,000.00	70,468.89
6520000 · CSEA Workbooks/Workclothes	0.00	0.00	83.33	0.00	0.00	500.00	-500.00
6550000a · Special Supplies	5,047.37	8,658.53	5,833.33	38,541.74	286,159.70	35,000.00	3,541.74
655130a · Spec Supp & Ex - Metered Water	0.00	0.00	583.33	907.87	1,440.51	3,500.00	-2,592.13
6551500 · Spec Supp & Ex - Comm Support	125.00	0.00	943.75	12,725.00	10,600.00	5,662.50	7,062.50
6560000 · Professional Services	9,072.50	2,027.50	8,083.33	105,749.04	88,857.23	48,500.00	57,249.04
6570000 · Marina Supp & Expenses	7,382.32	10,566.38	5,770.84	50,887.69	47,588.94	27,958.30	22,929.39

Port of Oswego Authority
Profit & Loss
September 2023

	Period to Date			Year to Date			% Variance from Budget
	Actual	Prior	Budget	Actual	Prior	Budget	
6580000 · Education/Training	0.00	1,358.00	83.33	0.00	1,244.00	500.00	-500.00
6590000 · Technical Services	0.00	3,560.50	2,750.00	7,020.00	16,630.50	16,500.00	-9,480.00
660000a · Repairs & Maintenance	30,234.46	24,550.16	7,500.00	92,884.27	60,369.58	45,000.00	47,834.27
6670000 · House Gasoline	60.97	735.37	0.00	1,070.67	2,778.44	0.00	1,070.67
6680000 · Hammermill property lease	0.00	8,400.00	0.00	0.00	58,800.00	0.00	0.00
6700000 · Rentals	5,400.00	7,339.75	833.33	18,803.31	36,908.68	5,000.00	13,803.31
6700200 · Lease-Track Mobile	0.00	2,558.00	2,558.00	0.00	15,348.00	15,348.00	-15,348.00
6700300 · Lease - other equipment leases	1,198.00	9,760.00	16,388.00	3,441.00	58,560.00	98,328.00	-94,887.00
6700301 · Lease - vehicles	0.00	282.92	292.92	0.00	2,454.34	1,757.52	-1,757.52
6730000 · FEMA 4480 - Covid19 Expenses	0.00	0.00	0.00	0.00	44.49	0.00	0.00
6750000 · Write offs	0.00	0.00	166.67	0.01	0.00	1,000.00	-999.99
6800000 · Museum	402.52	350.37	500.00	5,135.01	3,373.39	3,000.00	2,135.01
6850000 · Interest Expense	4,766.70	1,398.71	1,666.67	21,376.25	10,765.34	10,000.00	11,376.25
6900000 · Freight Expense	3,461.97	343.43	416.67	14,137.88	2,035.42	2,500.00	11,637.88
Total Expense	303,896.65	381,791.97	275,339.94	1,802,980.33	3,011,061.45	1,751,591.49	51,388.84
Net Ordinary Income	117,660.25	67,839.38	84,268.76	131,050.81	1,522,504.48	384,814.75	-253,763.94
Other Income/Expense							
Other Income							
8999999 · Interest Income - Leases	2,337.20	0.00	0.00	14,422.84	0.00	0.00	14,422.84
9000000 · Interest Income	2,441.55	901.76	833.33	23,091.35	2,150.05	5,000.02	18,091.33
9000001 · Grant - Agricultural Center	0.00	0.00	0.00	0.00	77,033.19	87,804.88	-87,804.88
9000014 · NYS Grant P/in 3935.59 ET Pier	0.00	0.00	0.00	0.00	0.00	361,283.85	-361,283.85
9000017 · FEMA DR 4348	332,374.39	124,885.86	349,258.89	932,710.06	-66,568.89	958,344.56	-25,634.50
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	287,241.58	426,609.37	-27,980.80	1,148,966.35	-722,356.98
Total Other Income	337,153.14	125,787.62	709,590.57	1,661,833.62	-15,376.45	2,561,399.46	-899,565.84
Other Expense							
9000400 · Windmill Proj Rd Improvements	0.00	0.00	0.00	0.00	172,389.56	0.00	0.00
9000700 · Profit Sharing Exp - Castaloo	0.00	0.00	0.00	14,436.10	0.00	0.00	14,436.10
9005500 · Amortization Expense	13,179.03	0.00	0.00	82,626.47	0.00	0.00	82,626.47
Total Other Expense	13,179.03	0.00	0.00	97,062.57	172,389.56	0.00	97,062.57
Net Other Income	323,974.11	125,787.62	709,590.57	1,564,771.05	-187,766.01	2,561,399.46	-996,628.41
Net Income	441,634.36	193,627.00	783,859.33	1,695,821.86	1,334,738.47	2,946,214.21	-1,250,392.35

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

Ordinary Income/Expense	Apr - Sep 23	Apr - Sep 22	\$ Change
Income			
4400000 · Rental	600.00	500.00	100.00
4500000 · Misc Income	0.00	133.40	-133.40
4800000 · Marina Income			
4800100 · Marina Inc - Slp Rental	85,850.00	88,125.00	-2,275.00
4800101 · Marina Inc-Translent mooring	62,317.00	67,063.50	-4,746.50
4800200 · Marina Inc - Misc	655.00	495.00	160.00
4800300 · Marina Inc - Storage	29,775.00	39,024.00	-9,249.00
4800301 · Marina Inc-MastUnstepStoreStep	525.00	525.00	0.00
4800400 · Marina Inc - Gas Sales	385,576.86	544,882.57	-159,305.71
4800500 · Marina Inc-Gin Pole	17,061.00	19,858.00	-2,797.00
4800501 · Marina Inc-Hoist	3,363.00	1,314.00	2,049.00
4800600 · Marina-FishClean/OYC/Barn Rent	1,200.00	1,200.00	0.00
4800800 · Marina Inc - Towing services	5,438.10	9,169.00	-3,730.90
4800900 · Marina Inc - Service/Labor	7,542.75	6,874.41	668.34
4801000 · Marina Inc - Winterization	7,695.00	9,695.00	-2,000.00
4801100 · Marina Inc - Tackle	17.30	174.34	-157.04
4801200 · Marina Inc - Boat Supply	1,364.53	1,334.37	30.16
4801400 · Marina Inc - Beverages	136.00	138.50	-2.50
4801500 · Marina Inc - Snacks	267.00	252.00	15.00
4801700 · Marina Inc - Ice	1,299.00	1,215.00	84.00
Total 4800000 · Marina Income	610,082.54	791,339.69	-181,257.15
Total Income	610,682.54	791,973.09	-181,290.55
Cost of Goods Sold	315,681.22	461,990.71	-146,309.49
Gross Profit	295,001.32	329,982.38	-34,981.06
Expense			
5000000 · Personal Service	74,290.04	63,451.67	10,838.37
615000a · Office Supplies	1,632.68	1,279.96	352.72
625000a · Communications	7.21	1,042.92	-1,035.71
635000a · Household Supplies	472.84	703.62	-230.78
640000a · Payroll Taxes	6,463.94	4,044.94	2,419.00
645000a · Health Insurances	1,777.23	888.23	889.00
655000a · Special Supplies	2,170.07	1,577.76	592.31
6570000 · Marina Supp & Expenses			
6571000 · MarinaSupp & Ex-Misc	2,162.66	1,453.00	709.66
6571200 · MarinaSupp & Ex-Maintenance	100.00	1,322.52	-1,222.52
6571201 · MarinaSupp & Ex-Equip repairs	7,984.34	5,431.16	2,553.18
6571300 · MarinaSupp & Ex-Utilities	8,257.16	6,810.78	1,446.38
6571400 · MarinaSupp & Ex-Credit Card Exp	28,436.00	28,235.57	200.43
6571600 · MarinaSupp & Ex-Winteriz costs	3,449.58	3,654.60	-205.02
6571700 · MarinaSupp & Ex-Cable	569.88	719.88	-150.00
6571800 · Marina Supp & Ex-reg over/short	0.07	-38.57	38.64
Total 6570000 · Marina Supp & Expenses	50,959.69	47,588.94	3,370.75
6580000 · Education/Training	0.00	-114.00	114.00
660000a · Repairs & Maintenance	6,029.04	1,586.92	4,442.12
6670000 · House Gasoline	807.25	1,038.59	-231.34
6700300 · Lease - other equipment leases	3,420.00	3,420.00	0.00
6900000 · Freight Expense	172.93	0.00	172.93
Total Expense	148,202.92	126,509.55	21,693.37
Net Ordinary Income	146,798.40	203,472.83	-56,674.43
Other Income/Expense			
Other Income	0.00	0.42	-0.42
Net Other Income	0.00	0.42	-0.42
Net Income	146,798.40	203,473.25	-56,674.85

Exhibit C-2

**Port of Oswego Authority
Imprest Funds**

August 30 - September 5, 2023

W-60

NYS Insurance Fund - WC		\$3,571.71
	NYSIF-WC Premium	
Spectrum Business (Marina)		\$94.98
	Marina Internet	
Avaya Financial Services		\$2,252.78
	Phone Lease	
Benefit Resource, Inc.		\$100.00
	Monthly Administration Fee	
Bond, Schoeneck & King, PLLC		\$3,302.50
	Legal Services - ILA Negotiations	
Brady Systems		\$35,503.69
	Scale Replacement - 40% & 50% Down Payments	
Burke's Do-it-Best Home Center		\$346.35
	Misc. Nuts, Bolts, Picture Hanging Kit, Bowl Bolts, Furring, Treated CAC, Drylock Masonary Waterproofofer, Brass Coupling	
C&S Engineers, Inc.		\$3,829.98
	Professional Services - Grain Handling - Construction Administration	
CIT Group Inc		\$2,558.00
	Trackmobile Lease	
Glider Oil		\$20,481.29
	Marina Gasoline, Marina Diesel, Port Diesel, Port Propane	
Key Bank - B		\$2,355.73
	Monthly Credit Card Charges	

**Port of Oswego Authority
Imprest Funds**

August 30 - September 5, 2023
W-60

Mohawk Global Logistics Corp		\$187.50
	FTZ Consulting	
N.E. Controls, LLC		\$1,204.95
	Transducer/Transmitter & Field Service for Silo	
NaGr #-09104 Lighting-1 Gate, 1 NE Corner		\$106.99
	Electric Delivery & Supply (1 Account)	
Oswego State Athletics		\$1,500.00
	SUNY Oswego Athletics 2023-2024 Sponsorship	
Rombough Electric Inc.		\$956.36
	Troubleshoot Power Pedestal, Replace Damaged SO Cord	
S&B Computer and Office Products, Inc.		\$15.39
	Office Supplies & Household Items	
Shark Welding & Repair Service		\$9,920.00
	Prepare Truck Scale for Replacement	
Thompson & Johnson Equipment Co., Inc.		\$1,196.00
	2 Fork Lift Leases	
Young/Sommer, LLC		\$1,170.00
	Dome 4 Development Project	
		<hr/> \$90,654.20

**Port of Oswego Authority
Imprest Funds**

September 12, 2023

W-64

Babcock Highway Supply, Inc.		\$409.50
	Marina Signage	
Brady Systems		\$8,123.20
	Truck Scale Installation Payment	
Butler Disposal Systems Inc		\$541.50
	Trash & Recycle Service	
C&S Engineers, Inc.		\$4,568.04
	Professional Services - East 1st Street	
Cintas		\$84.18
	Work Uniforms & Floor Mats	
Computer Outlet North, Inc.		\$552.50
	Monthly E-Mails & Cloud Back-up, Troubleshooting Wemo device	
Donovan Marine Inc.		\$2,693.80
	Anti-freeze for winterization for the Marina	
Ed & Ed Business Technology, Inc.		\$102.86
	Contract Charge for Copiers	
Glider Oil		\$20,378.88
	Marina Diesel, Marina Gasoline, Port Porpane	
Lakeshore Supply		\$872.60
	Pipe Supplies for the RV Park	
LEAF		\$8,258.53
	Heavy ForkLift Lease Payment	
Lowe's		\$97.71
	Monthly Charges - flags to mark sewer line, white paint, ply paper	
National Grid		\$5,891.29
	Electric Delivery & Supply (14 Accounts)	
Natoli General Contractors		\$15,563.66
	New Window Installation at F&W	

**Port of Oswego Authority
Imprest Funds**

September 12, 2023
W-64

Oswego Auto Parts		\$357.62
	Barricade Hose, Battery & Core Charge	
Paychex		\$1,026.47
	Payroll Administration	
Plyler Contracting and Marine Services		\$250.00
	Tow Boat Charges	
Raby's Ace Homecenter		\$77.64
	Clamps & Hose for the Marina	
S&B Computer and Office Products, Inc.		\$194.73
	F&W Water, Office Supplies, Housekeeping Supplies	
Sprague Operating Resources LLC		\$6.00
	Electric Supply - 4 Accounts	
WEX Inc.		\$445.47
	Fuel for Port Vehicles	
		<u>\$70,496.18</u>

**Port of Oswego Authority
Imprest Funds**

September 18, 2023
W-67

Butler Disposal Systems Inc	Trash & Recycle Service	\$231.73
C & B Farm & Garden	Weedeater Saw Blade	\$34.99
City of Oswego Water - #005071-000	H. Lee White Water Bill	\$180.00
City of Oswego Water - #005430-000	West-Side Dock Water Bill	\$180.00
City of Oswego Water - #005825-000	Museum Water Bill	\$180.00
Cooper Electric	Power plugs, Power plug covers with lids for the Marina	\$667.01
Glider Oil	Maina Gasoline, Port Propane	\$12,538.57
Haun Welding Supply Inc.	Liquid Oxygen, Cylinder Rental for August	\$362.22
LexisNexis	Legal Information	\$200.00
Lockwood Septic Service CDS, Inc.	Septic Pump-Out for the Kehoe	\$160.00
Pathfinder Bank - 2024 Chevy P/U	Vehicle Loan	\$833.15
Pitney Bowes Global Financial Serv LLC	Postage Machine Lease	\$201.18
Pitney Bowes Purchase Power	Postage Meter Refill	\$49.99
Rental Warehouse, Inc.	Mini-Excavator Rental (Scales Replacement)	\$862.06

**Port of Oswego Authority
Imprest Funds**

September 18, 2023

W-67

S&B Computer and Office Products, Inc.		\$392.34
	Water Cooler Rentals, Office Supplies, Household Cleaning, & Port Water	
Taylor Northeast, Inc.		\$4,164.00
	Fork Lift Rentals (7)	
The Main Street America Group		\$142.42
	Vehicle Insurance Adjustment	
Wells Fargo Financial Leasing		\$4,400.00
	Doosan Lease	
		<hr/>
		\$25,779.66

**Port of Oswego Authority
Imprest Fund**

September 25, 2023
W-58

WD Malone Trucking & Excavating, Inc.
Goble Pay App #2

\$183,948.03

\$183,948.03

**Port of Oswego Authority
Imprest Funds**

September 19 - 26, 2023

W-68

Meghan L. Wahrendorf		\$125.25
	TWIC Card Reimbursement	
Allen Chase Enterprises, Inc.		\$3,985.00
	Herbicide Spraying on Port Property	
AmVet Office Supplies, LLC		\$74.35
	Office Supply, Copy Paper	
Business Council of NYS, Inc.		\$371.93
	Life, AD&D, & LTD Insurance	
Chirello Advertising		\$3,613.28
	Press Releases, Oswego County Today Advertisement	
Cintas		\$468.72
	Work Uniforms & Floor Mats	
CSEA Employee Benefit Fund		\$1,504.46
	Dental & Vision Insurance	
Donovan Marine Inc.		\$531.76
	Hull Cleaner, Oil, Bilge Cleaner for Marina	
Glider Oil		\$22,788.62
	Marina Gasoline, Marina Diesel, Port Propane, Port Diesel	
GM Financial Leasing		\$292.92
	Equinox Lease	
LEAF		\$156.99
	Copier Lease	
Oswego Auto Parts		\$126.98
	Transmission Range Sensor, Fuel Filter, Engine Oil	
Oswego Opera Theatre		\$125.00
	Donation to Oswego Opera Theater	
Paychex		\$1,025.45
	Payroll Fees & Administration	
Paychex		\$1,333.80
	Payroll Fees & Administration	
Plyler Contracting and Marine Services		\$482.00
	Tow Boat Charges	
S&B Computer and Office Products, Inc.		\$405.30
	Water Cooler Rental & Water for USGS, Port Water, Supplies	
Spectrum Business (Port)		\$109.97
	Port Internet & Phone	
Taylor Northeast, Inc.		\$8,150.00
	Two Fork Lift Rentals	
		\$45,671.78

Port of Oswego Authority
A/P Aging Summary
As of September 30, 2023

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
A.N. Martin Systems LLC	23,293.05	0.00	0.00	0.00	0.00	0.00	23,293.05
Aflac	1,085.76	0.00	0.00	0.00	0.00	0.00	1,085.76
AmVet Office Supplies, LLC	144.69	0.00	0.00	0.00	0.00	0.00	144.69
Avaya Financial Services	2,145.50	0.00	0.00	0.00	0.00	0.00	2,145.50
Babcock Highway Supply, Inc.	88.96	0.00	0.00	0.00	0.00	0.00	88.96
Benefit Resource, Inc.	100.00	0.00	0.00	0.00	0.00	0.00	100.00
Bond, Schoeneck & King, PLLC	2,721.25	0.00	0.00	0.00	0.00	0.00	2,721.25
Bousquet Holstein PLLC	4,916.25	0.00	0.00	0.00	0.00	0.00	4,916.25
Brady Systems	8,369.22	0.00	0.00	0.00	0.00	0.00	8,369.22
Burke's Do-it-Best Home Center	90.25	0.00	0.00	0.00	0.00	0.00	90.25
Butler Disposal Systems Inc	231.73	0.00	0.00	0.00	0.00	0.00	231.73
Cintas	84.18	0.00	0.00	0.00	0.00	0.00	84.18
CIT Group Inc	2,558.00	0.00	0.00	0.00	0.00	0.00	2,558.00
Computer Outlet North, Inc.	0.00	1,149.00	0.00	0.00	0.00	0.00	1,149.00
Glider Oil	20,160.07	0.00	0.00	0.00	0.00	0.00	20,160.07
Key Bank - B	2,317.58	0.00	0.00	0.00	0.00	0.00	2,317.58
LEAF	8,258.53	0.00	0.00	0.00	0.00	0.00	8,258.53
LexisNexis	400.00	0.00	0.00	0.00	0.00	0.00	400.00
Lockwood Septic Service CDS, Inc.	160.00	0.00	0.00	0.00	0.00	0.00	160.00
MassMutual	335.50	0.00	0.00	0.00	0.00	0.00	335.50
Mohawk Global Logistics Corp	750.00	0.00	0.00	0.00	0.00	0.00	750.00
NaGr #-04008 Security Gate, Entrance Elec	92.20	0.00	0.00	0.00	0.00	0.00	92.20
NaGr #-09104 Lighting-1 Gate, 1 NE Corner	107.71	0.00	0.00	0.00	0.00	0.00	107.71
NaGr #-10106 Electric - Barrel Bldg.	20.40	0.00	0.00	0.00	0.00	0.00	20.40
NaGr #-32051 Storage (Silo & Barrel Bldg)	2,502.34	0.00	0.00	0.00	0.00	0.00	2,502.34
NaGr #-38107 Gas Museum	26.20	0.00	0.00	0.00	0.00	0.00	26.20
NaGr #-38118 Marina - Unit B	331.43	0.00	0.00	0.00	0.00	0.00	331.43
NaGr #-39107 F&W	672.22	0.00	0.00	0.00	0.00	0.00	672.22
NaGr #-40109 Electric Derrick	25.53	0.00	0.00	0.00	0.00	0.00	25.53
NaGr #-41109 Electric Museum	302.51	0.00	0.00	0.00	0.00	0.00	302.51
NaGr #-47025 Marina - Pier B	290.55	0.00	0.00	0.00	0.00	0.00	290.55
NaGr #-74022 Vinegar Hill	20.40	0.00	0.00	0.00	0.00	0.00	20.40
NaGr #-83002 - 22 Mercer - Security Pole	24.07	0.00	0.00	0.00	0.00	0.00	24.07
NaGr #-91027 Marina - Pier A	573.51	0.00	0.00	0.00	0.00	0.00	573.51
NYS Dept. of Agriculture & Markets	15.00	0.00	0.00	0.00	0.00	0.00	15.00
Operation Oswego County Foundation	0.00	2,500.00	0.00	0.00	0.00	0.00	2,500.00
Oswego Auto Parts	1,150.60	0.00	0.00	0.00	0.00	0.00	1,150.60
Pathfinder Bank - LOC (Goble/FEMA)	881.36	0.00	0.00	0.00	0.00	0.00	881.36
S&B Computer and Office Products, Inc.	435.90	0.00	0.00	0.00	0.00	0.00	435.90
Shark Welding & Repair Service	8,350.00	0.00	0.00	0.00	0.00	0.00	8,350.00
Spectrum Business (Marina)	94.98	0.00	0.00	0.00	0.00	0.00	94.98
Standard Security Life Ins. Co. of NY	1,068.94	0.00	0.00	0.00	0.00	0.00	1,068.94
Taylor Northeast, Inc.	2,433.20	0.00	0.00	0.00	0.00	0.00	2,433.20
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	69.99	0.00	0.00	0.00	0.00	0.00	69.99
UPS	15.05	0.00	0.00	0.00	0.00	0.00	15.05
Wells Fargo Financial Leasing	4,400.00	0.00	0.00	0.00	0.00	0.00	4,400.00
Wells Technology, Inc	193.80	0.00	0.00	0.00	0.00	0.00	193.80
WEX Inc.	205.10	0.00	0.00	0.00	0.00	0.00	205.10
Young/Sommer, LLC	150.00	0.00	0.00	0.00	0.00	0.00	150.00
TOTAL	103,859.51	3,649.00	0.00	0.00	0.00	0.00	107,508.51

11:24 AM

10/19/23

Port of Oswego Authority
A/R Aging Summary
As of September 30, 2023

	Current	1 - 30	31 - 60	61 - 90	91 - 120	> 120	TOTAL
*Transient	0.00	648.00	0.00	0.00	0.00	978.62 ¹	1,626.62
Boat U.S.	0.00	0.00	0.00	2,106.00 ²	0.00	0.00	2,106.00
Dean Marine & Excavating, Inc	23,378.01	0.00	0.00	0.00	0.00	0.00	23,378.01
DeLong, Frederick	0.00	-375.00	0.00	0.00	0.00	0.00	-375.00
Fracht FWO Inc.	0.00	150.00	0.00	0.00	0.00	0.00	150.00
Garcia, Joe	0.00	0.00	608.00 ³	0.00	0.00	0.00	608.00
General Services Admin.	8,853.80	0.00	0.00	0.00	0.00	0.00	8,853.80
Glencore LTD.	27,241.72	4,509.24	0.00	0.00	0.00	0.00	31,750.96
Goldman Sachs & Co	34,219.23	0.00	0.00	0.00	0.00	0.00	34,219.23
Heidelberg Materials (Lehigh)	8,131.67	0.00	0.00	0.00	0.00	0.00	8,131.67
IXM Trading LLC/Louis Dreyfus Co.	89,526.68	16,661.53	0.00	0.00	0.00	0.00	106,188.21
Kerr, James	0.00	0.00	0.00	0.00	0.00	1,994.78 ⁴	1,994.78
Manning, Greg	0.00	312.00	0.00	0.00	0.00	0.00	312.00
Marubeni America Corp.	78,668.58	0.00	0.00	0.00	0.00	0.00	78,668.58
McKeil Marine	1,025.00	8,034.34	600.00 ⁵	0.00	0.00	0.00	9,659.34
Mercuria Energy America, LLC	0.00	0.00	0.00	0.00	0.00	20.86 ⁶	20.86
Novelis-Oswego	35.00	2,164.83	2,164.83 ⁷	0.00	0.00	0.00	4,364.66
Novelis-special	4,352.50	0.00	0.00	0.00	0.00	0.00	4,352.50
Nutrien Ag Solutions - CPS	1,135.71	0.00	0.00	0.00	0.00	0.00	1,135.71
Oswego Expeditions/Destination Expeditio	0.00	100.00	640.00 ⁸	0.00	0.00	0.00	740.00
Oswego Yacht Club	0.00	100.00	100.00 ⁹	0.00	0.00	0.00	200.00
Page Material Management	59.46	0.00	0.00	0.00	0.00	0.00	59.46
Rio Tinto Alcan, Inc	146.61	146.61	146.61	0.00	146.61	586.44	1,172.88 ¹⁰
Ryan, Patrick	0.00	0.00	540.00 ¹¹	0.00	0.00	0.00	540.00
The Andersons Inc	1,919.49	0.00	0.00	0.00	0.00	0.00	1,919.49
The Port	0.00	120.40	0.00	0.00	0.00	0.00	120.40
WT Terminal Oswego, LLC	7,849.00	0.00	0.00	0.00	0.00	0.00	7,849.00
TOTAL	286,542.46	32,571.95	4,799.44	2,106.00	146.61	3,580.70	329,747.16

1. Has been ill. Making payments.
2. Waiting on update for insurance payment
3. Received 10/9/23
4. Boat repossessed. Customer making monthly payments on balance.
5. Pam reaching out for update
6. Small payment should be made as new bills are being paid.
7. Received 10/2/23
8. Received \$340 on 10/2/23
9. Received 10/18/23
10. Pam is still communicating with RioTinto and Novelis to get payment resolution.
11. Mail returned. Tammy following up.

Port of Oswego Authority
Loan Summary
as of September 30, 2023

<u>Name</u>	<u>Loan Balance</u>	<u>Available</u>	<u>Rate</u>
NYS first advances	\$ 3,455,925.71	\$ -	0.00%
Pathfinder Bank - LOC	\$ -	\$ 500,000.00	7.50%
Pathfinder Bank - LOC FEMA/REDI	\$ 183,948.03	\$ 1,216,051.97	7.50%
Note Payable - SANY Forklift	\$ 458,630.43	\$ -	7.75%
Note Payable - 2024 Chevy Silverado	\$ 48,363.89	\$ -	6.88%

Port of Oswego Authority
Schedule of Assets
 As of September 30, 2023

	<u>Cost</u>	<u>Accum. Depr.</u>	<u>Net Book Value</u>
Fixed Assets			
1502000 · Land & Land Impr-Capital Assets	14,074,827.75	-8,048,916.11	6,025,911.64
1502050 · Land & Land Impr-Held for Lease	1,537,131.13	-96,532.00	1,440,599.13
1502100 · Alcan Water Line	1.00	0.00	1.00
1502300 · Bldgs & Improvem-Capital Assets	8,516,661.43	-6,722,169.54	1,794,491.89
1502350 · Bldgs & Improvem-Held for Lease	4,043,402.88	-2,331,837.00	1,711,565.88
1502400 · Office Equipment & Furniture	473,841.90	-462,481.46	11,360.44
1502500 · Operating Equipment	3,672,564.57	-2,554,080.33	1,118,484.24
1502501 · Equipment - Marina	299,821.60	-239,567.00	60,254.60
1502550 · Lease Assets	434,701.63	-158,555.00	276,146.63
1502600 · Computer Software	32,872.24	-32,872.24	0.00
Total Fixed Assets	33,085,826.13	-20,647,010.68	12,438,815.45

Port of Oswego Authority
YTD Sales Report
April through September 2023

	Apr - Sep 23	%	Apr - Sep 22	%	\$ Change
Income					
4000000 · Storage					
4000100 · Storage - Novells	2,500.00	0.11%	0.00	0.00%	2,500.00
4002800 · Storage - Marubeni	9,932.07	0.44%	16,104.77	0.32%	-6,172.70
4002900 · Storage - Glencore	13,173.86	0.59%	0.00	0.00%	13,173.86
4003000 · Storage - Goldman Sachs	6,817.59	0.30%	8,137.41	0.16%	-1,319.82
4003400 · Storage - Mercuria	10.43	0.00%	19,161.21	0.38%	-19,150.78
4003500 · Storage - Mitsubishi	155.89	0.01%	2,994.62	0.06%	-2,838.73
4003600 · Storage - The Andersons	49,440.00	2.20%	52,036.44	1.04%	-2,596.44
4003700 · Storage - Hammermill Site	0.00	0.00%	50,400.00	1.01%	-50,400.00
4003800 · Storage - Alcoa	0.00	0.00%	5,215.55	0.10%	-5,215.55
4003900 · Storage - Kuehne & Nagel	290.05	0.01%	1,368.59	0.03%	-1,078.54
4005000 · Storage - Miscellaneous	11,529.66	0.51%	3,150.00	0.06%	8,379.66
4008100 · Storage - IXM	6,743.58	0.30%	20,272.42	0.41%	-13,528.84
4009000 · Storage - Concord Resources Ltd	0.00	0.00%	4.05	0.00%	-4.05
Total 4000000 · Storage	100,593.13	4.47%	178,845.06	3.58%	-78,251.93
4100000 · Dockage					
4100100 · Dockage - Algoma Central	3,771.89	0.17%	0.00	0.00%	3,771.89
4100200 · Dockage - Lehigh Hanson	13,934.72	0.62%	16,186.88	0.32%	-2,252.16
4102200 · Dockage - New England Steamship	20,210.68	0.90%	112,439.15	2.25%	-92,228.47
4102700 · Dockage - McKeil Marine	14,521.70	0.65%	14,221.70	0.28%	300.00
4102900 · Dockage - WT Terminal	2,197.80	0.10%	1,549.68	0.03%	648.12
4103000 · Dockage - Alcoa	0.00	0.00%	7,057.36	0.14%	-7,057.36
4105000 · Dockage - Miscellaneous	2,625.00	0.12%	22,500.00	0.45%	-19,875.00
Total 4100000 · Dockage	57,261.59	2.55%	173,954.77	3.48%	-116,693.18
4200000 · Wharfage					
4200100 · Wharfage - Nutrien Ag	2,421.23	0.11%	7,188.59	0.14%	-4,767.36
4200200 · Wharfage - Lehigh (Heidelberg)	34,391.04	1.53%	35,294.54	0.71%	-903.50
4201000 · Wharfage - Kuehne & Nagel	0.00	0.00%	9,987.94	0.20%	-9,987.94
4202500 · Wharfage - Marubeni	20,981.52	0.93%	22,128.76	0.44%	-1,147.24
4202700 · Wharfage - Glencore	20,842.04	0.93%	0.00	0.00%	20,842.04
4203100 · Wharfage - Goldman Sachs	13,201.28	0.59%	2,698.94	0.05%	10,502.34
4203300 · Wharfage - IXM	15,286.35	0.68%	4,049.05	0.08%	11,237.30
4203500 · Wharfage - Mercuria	0.00	0.00%	33,653.01	0.67%	-33,653.01
4203600 · Wharfage - WT Terminal Oswego	3,301.95	0.15%	2,767.68	0.06%	534.27
4203700 · Wharfage - Alcoa	0.00	0.00%	12,417.98	0.25%	-12,417.98
4203800 · Wharfage - GE	0.00	0.00%	15,370.37	0.31%	-15,370.37
4205600 · Wharfage - Andersons	0.00	0.00%	12,830.57	0.26%	-12,830.57
4205700 · Wharfage - Mitsubishi	0.00	0.00%	9,716.11	0.19%	-9,716.11
Total 4200000 · Wharfage	110,425.41	4.91%	168,103.54	3.37%	-57,678.13
4300000 · Loading and Unloading					
4300200 · Loading and Un - Nutrien Ag	42,452.74	1.89%	18,749.14	0.38%	23,703.60
4304300 · Loading and Un - Vestas	0.00	0.00%	319,291.11	6.39%	-319,291.11
4304900 · Loading and Un - Glencore	32,218.48	1.43%	0.00	0.00%	32,218.48
4305000 · Loading and Un - Miscellaneous	1,560.00	0.07%	0.00	0.00%	1,560.00
4305100 · Loading and Un - Marubeni	51,057.70	2.27%	51,679.13	1.03%	-621.43
4305400 · Loading and Un - Goldman Sachs	41,023.11	1.82%	7,765.46	0.16%	33,257.65
4305700 · Loading and Un - IXM	25,712.60	1.14%	5,286.64	0.11%	20,425.96
4305800 · Loading and Un - Mercuria	0.00	0.00%	84,277.84	1.69%	-84,277.84
4305900 · Loading and Un - Mitsubishi	911.07	0.04%	25,472.01	0.51%	-24,560.94
4306000 · Loading and Un - GE	0.00	0.00%	122,496.16	2.45%	-122,496.16
4306100 · Loading and Un - Anderson	34,552.72	1.54%	120,865.00	2.42%	-86,312.28
4306300 · Loading and Un - Kuehne&Nagel	6,765.00	0.30%	166,433.79	3.33%	-159,668.79

Port of Oswego Authority
YTD Sales Report
April through September 2023

	Apr - Sep 23	%	Apr - Sep 22	%	\$ Change
4306400 · Loading and Un - Spllethoff	15,987.53	0.71%	0.00	0.00%	15,987.53
4306500 · Loading and Un - DSV Air & Sea	12,164.47	0.54%	0.00	0.00%	12,164.47
Total 4300000 · Loading and Unloading	264,405.42	11.75%	922,316.28	18.46%	-657,910.86
4400000 · Rental					
4400200 · Rental - DeLong, Fred	2,250.00	0.10%	2,250.00	0.05%	0.00
4400300 · Rental - Novelis	12,728.76	0.57%	12,988.98	0.26%	-260.22
4400500 · Rental - General Svces Admin	53,122.80	2.36%	51,972.78	1.04%	1,150.02
4400600 · Rental - Lehigh Hanson	35,188.56	1.58%	35,239.08	0.71%	-50.52
4402400 · Rental - Vinegar Hill, LLC	8,052.18	0.36%	8,560.02	0.17%	-507.84
4402600 · Rental - Nutrien Ag	44,750.34	1.99%	43,502.04	0.87%	1,248.30
4403100 · Rental - H.Lee White Museum	1,800.00	0.08%	1,800.00	0.04%	0.00
4403300 · Rental - Fitzgibbons site	96,000.00	4.27%	112,500.00	2.25%	-16,500.00
4403400 · Rental - Shark-Attach Office	2,550.00	0.11%	2,550.00	0.05%	0.00
4403500 · Rental - WT Terminal Oswego LLC	36,871.92	1.64%	36,000.00	0.72%	871.92
4403600 · Rental - Shop Units (Marina)	600.00	0.03%	500.00	0.01%	100.00
4405000 · Rental - Miscellaneous	600.00	0.03%	57,371.10	1.15%	-56,771.10
Total 4400000 · Rental	294,514.56	13.09%	365,234.00	7.31%	-70,719.44
4500000 · Misc Income					
4500100 · Misc Income - Weighing Trucks	0.00	0.00%	54.00	0.00%	-54.00
4500200 · Misc Income - Novelis	0.00	0.00%	9,620.00	0.18%	-9,620.00
4501700 · Misc Income - Finance Charges	0.00	0.00%	133.40	0.00%	-133.40
4501900 · Misc Income - Demurrage reimburs	1,050.00	0.05%	0.00	0.00%	1,050.00
4502000 · Misc Income - Labor	67,414.85	3.00%	70,777.50	1.42%	-3,362.65
4502100 · Misc Income - Oversized cargo	0.00	0.00%	18,000.00	0.36%	-18,000.00
4504900 · Misc Income - Metered Water	188.92	0.01%	609.81	0.01%	-420.89
4505000 · Misc Income - Other	47,245.23	2.10%	771,946.81	15.45%	-724,701.58
4505400 · Misc Income - Security East	38,286.32	1.70%	131,744.54	2.64%	-93,458.22
Total 4500000 · Misc Income	154,185.32	6.85%	1,002,886.06	20.08%	-848,700.74
4600000 · Stevedoring					
4601200 · Stevedoring - New Eng Steamship	15,000.00	0.67%	32,500.00	0.65%	-17,500.00
4601800 · Stevedoring - Marubeni	186,574.24	8.29%	199,225.85	3.99%	-12,651.61
4601900 · Stevedoring - Glencore	185,829.97	8.26%	0.00	0.00%	185,829.97
4602400 · Stevedoring - Goldman Sachs	123,465.23	5.49%	25,389.99	0.51%	98,075.24
4602500 · Stevedoring - IXM	138,767.09	6.17%	38,091.10	0.76%	100,675.99
4602600 · Stevedoring - McKeil Marine	3,825.00	0.17%	3,815.00	0.08%	10.00
4602700 · Stevedoring - Mercuria	0.00	0.00%	306,361.69	6.13%	-306,361.69
4602800 · Stevedoring - Mitsubishi	0.00	0.00%	91,403.39	1.83%	-91,403.39
4602900 · Stevedoring - Alcoa	0.00	0.00%	92,740.00	1.86%	-92,740.00
4603000 · Stevedoring - Kuehne&Nagel	0.00	0.00%	285,339.66	5.71%	-285,339.66
4605000 · Stevedoring - Miscellaneous	4,742.89	0.21%	0.00	0.00%	4,742.89
4605400 · Stevedoring - Vestas	0.00	0.00%	294,498.83	5.90%	-294,498.83
4605900 · Stevedoring - GE	0.00	0.00%	21,011.73	0.42%	-21,011.73
4606000 · Stevedoring - Ashton Marine	0.00	0.00%	2,500.00	0.05%	-2,500.00
Total 4600000 · Stevedoring	658,204.42	29.25%	1,392,877.24	27.88%	-734,672.82
4800000 · Marina Income	610,298.56	27.13%	791,339.69	15.84%	-181,041.13
Total Income	2,249,888.41	100.00%	4,995,558.64	100.00%	-2,745,668.23

Exhibit D

Purpose

It is the policy of the Port of Oswego Authority to permit exempt employees who work more hours than regularly scheduled to receive compensatory time off on a pro-rata basis.

Legal Framework

The provisions of the Fair Labor Standards Act (FLSA) and the New York Labor Law (NYLL) require that employers pay nonexempt employees at least the statutory minimum wage for all hours worked and overtime compensation at a rate of at least time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek. Nonexempt employees of the Port of Oswego Authority will receive overtime compensation as required under the FLSA and NYLL and are not eligible to earn compensatory time off under this policy.

Positions within the Port of Oswego Authority which meet certain tests under the FLSA and NYLL are classified as exempt from minimum wage and overtime requirements. There is no legal requirement or obligation of the Port of Oswego Authority to grant compensatory time off to exempt employees. However, through this policy, the Port of Oswego Authority permits exempt employees to earn and use compensatory time off at the discretion of the Executive Director.

Earning Compensatory Time Off

Pursuant to this policy the Executive Director may choose to grant compensatory time off to exempt employees who are required to work in excess of their normally scheduled work week (40-50 hours per week) for special projects or during weekends or any normally scheduled time off. Compensatory time will be granted on an hour-for-hour basis. Employees must obtain prior authorization from the Executive Director before commencing any work that will result in said employee earning compensatory time off.

The position of Executive Director is classified as exempt and, as such, the Executive Director is entitled to the same compensatory time off as other exempt employees. HR will oversee any earned/used compensatory time that the Executive Director incurs and will verify that it is earned/used in accordance with the terms set forth in this policy.

Procedures

The Executive Director is authorized to grant compensatory time off to exempt employees only. The Executive Director's approval of the employee's timesheet will constitute the granting of the employee's compensatory time off earned. In order for employees to record the appropriate time worked, which results in the earning of compensatory time, that employee must clock in and out through the payroll system in order to track hours worked. Those hours will then be converted

into compensatory time off hours, available to use as paid time off at the discretion of the Executive Director.

Using Compensatory Time Off

All compensatory time off earned by exempt employees must be used within one year (26 pay periods) following the end of the pay period in which the compensatory time off was earned. An employee who wishes to use compensatory time off must submit a request to the Executive Director through the time and attendance system. The Executive Director will review and grant requests based on departmental needs.

Accrual Limitation

An employee's compensatory time off balance cannot exceed 160 hours. In certain instances, the Executive Director may require an employee to use compensatory time off to manage the employee's accrual.

Compensatory time off will be deemed forfeited if it is not used within one year (26 pay periods) following the end of the pay period in which the compensatory time off was earned. There is no monetary value to unused compensatory time off and unused compensatory time off will not be paid out upon separation from employment.

Exhibit E

**U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 AMERICA'S MARINE HIGHWAY (AMH) PROGRAM**

MARAD FY 2022 AMH Grant No. 693JF72340008

70X1750S22 2024 1MH2340005 0000150000 41010 61006600 — \$280,575
702232AMHG 2024 1MH2340005 0000150000 41010 61006600 — \$473,425
(\$754,000)

This agreement is between the United States Department of Transportation Maritime Administration (“**MARAD**”) and Port of Oswego Authority (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive an AMH Grant for the Oswego Port Great Lakes Container Service Reach Stacker Project.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 America’s Marine Highway Program Grants,” dated December 2, 2022, which is available at <https://www.maritime.dot.gov/grants-finances/federal-grant-assistance/amh-2022-general-terms-and-conditions>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the AMH Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to MARAD the AMH Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Oswego Port Great Lakes Container Service Reach Stacker Project

Application Date: April 28, 2022

2. Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: GDLMHXA23C9

3. Recipient Contact(s).

William W Scriber
Executive Director – CEO
Port of Oswego Authority
Mailing Address
(315) 343-4503 x109
wscriber@portoswego.com

4. Recipient Key Personnel.

None.

5. MARAD Project Contact(s).

Kelly Mitchell-Carroll
Grants and Cooperative Agreement Officer
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-380
W26-422
Mailstop 5
(202) 366-9714
k.mitchell-carroll@dot.gov

and

David Bohnet
Supervisory Grant Management Specialist
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-510
W21-226

Mailstop 3
(202) 366-0586
David.Bohnet@dot.gov

6. Payment System.

MARAD Payment System: Delphi eInvoicing System

7. Office for Subaward and Contract Authorization.

MARAD Office for Subaward and Contract Authorization: None

8. Federal Award Identification Number.

Federal Award Identification Number: 693JF72340005

**SCHEDULE B
PROJECT ACTIVITIES**

1. General Project Description.

The Project will fund the purchase of a low-emission reach stacker for loading and unloading containers. The reach stacker will be fully mobile, making it versatile for transporting and stacking containers at the Port's facility.

2. Statement of Work.

The Project is for the purchase of equipment with the following specifications (or of similar specifications based on market availability):

XRS-9972 Taylor Reach Stacker

3. Documents Describing Mitigation Activities.

Document Description	Date
Categorical Exclusion (CatEx)	December 13, 2022

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: **September 16, 2025**

Period of Performance End Date: **August 15, 2028**

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Purchased Start Date	15 November, 2023
Planned Purchased Substantial Completion Date:	15 November, 2024

3. Special Milestone Deadlines.

Milestone	Deadline Date
MARAD receives first reimbursement request	August 15, 2024

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

AMH Grant Amount: \$942,500

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs		
	Component 1	Total
AMH Funds:	\$754,000	\$754,000
Other Federal Funds:	\$0	\$0
Non-Federal Funds:	\$188,500	\$188,500
Total:	\$942,500	\$942,500

4. Cost Classification Table.

Cost Classification	Total Costs	Non-AMH Previously Incurred Costs	Eligible Costs
Equipment	\$942,500	\$0	\$942,500
Project Total	\$942,500	\$0	\$942,500

5. Approved Pre-award Costs

None. MARAD has not approved under this award any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, MARAD will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by MARAD before being included in the Project costs and documented in this section 5. See section 13.3(b) of the General Terms and Conditions.

SCHEDULE E CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in schedules B–D. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.*, recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Scope: None

Schedule: The application had: 1/23 to 12/24 Reach stacker purchased, shipped, assembled, and functioning. The change here in this agreement is due to Build America Buy America issues that delayed the grant agreement execution.

Budget: None

**SCHEDULE F
AMH PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community Designation.

HDC Designation: No

4. Funding Act.

Funding Act:

70X1750S22	702232AMHG (IIJA)
\$280,575	\$473,425

**SCHEDULE G
AMH PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Port of Oswego

Marine Highway Service: M-90

Baseline Measurement Date: November 15, 2022 - November 15, 2023

Baseline Report Date: January 15, 2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Freight Movements	<p style="text-align: center;">Economic Competitiveness</p> <p>Project cargo movements (truckload equivalents) over Project study area</p>	Quarterly
Greenhouse Gas Emissions	<p style="text-align: center;">Environmental Sustainability</p> <p>This measure will quantify the emissions and fuel consumed by the Marine Highway service, which, when subtracted from total truck miles eliminated, will result in a net savings in emissions and energy consumption.</p>	Quarterly
Highway Mile Savings	<p style="text-align: center;">Environmental Sustainability</p> <p>Savings calculated based on the elimination of highway miles that each container would have traveled on surface roads.¹</p>	Quarterly

¹ The Program Office will provide a spreadsheet with the formula needed to make the calculations.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

[insert full name of Recipient's organization]

_____	By: _____
Date	Signature of Recipient's Authorized Representative
	[insert name]

	Name
	[insert title]

	Title

MARAD SIGNATURE PAGE

MARAD, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF
TRANSPORTATION MARITIME
ADMINISTRATION

_____By: _____
Date Signature of MARAD's Authorized Representative
[insert name]

Name
[insert title]

Title

Exhibit F

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PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is dated October 18, 2023 and made by and between **CROWD LENDING FUND ONE, LLC**, a Massachusetts Limited Liability Company with an address of 218 Willard St., Suite 301, Quincy, MA 02169 ("**Crowd Lending**") and **THE PORT OF OSWEGO AUTHORITY**, a New York State Public Authority with an address of 1 East Second St., Oswego, NY 13126 (the "**Port**"). Crowd Lending and the Port may be referred to herein collectively as the "**Parties**" and individually as a "**Party**." The effective date of this Agreement is the date the last Party executes this Agreement (the "**Effective Date**").

WHEREAS, Crowd Lending owns fee title to the real property commonly known as **91 MITCHELL STREET** in the City of Oswego, County of Oswego, and State of New York (the "**Property**");

WHEREAS, the Port, pursuant to the terms and conditions of this Agreement, desires to purchase the Property from Crowd Lending and Crowd Lending, pursuant to the terms and conditions of this Agreement, desires to sell the Property to the Port.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Sale and Purchase.** In exchange for the Purchase Price (defined below), Crowd Lending shall convey its right, title, and interest in and to the Property to the Port.

2. **Closing.** Crowd Lending's unconditional delivery of the Conveyance Documents (defined below) to the Port and the Port's unconditional acceptance of the Conveyance Documents is the "**Closing**." The Closing shall occur on or about 30 days after the expiration of the Contingency Deadline (defined below) at the Port's attorney's offices, at the Port's offices, by mail, or at allocation the Parties mutually agree to.

3. **Purchase Price.** The Port shall pay Crowd Lending **\$800,000.00** (the "**Purchase Price**") for Crowd Lending's right, title, and interest in and to the Property. The Port shall pay the Purchase Price as follows:

a. Payment to Crowd Lending of **\$300,000.00** in immediately available United States currency by certified check or wire transfer;

b. The Port delivering to Crowd Lending a duly executed and enforceable bond obligating the Port to pay Crowd Lending **\$100,000.00** together with interest at 5% *per annum* (the "**First Bond**"). The First Bond is due in full on the First Bond's first annual anniversary. The Port may pay the First Bond early without penalty and no payments are required until the First Bond is due in full; and

c. The Port delivering to Crowd Lending a duly executed and enforceable bond obligating the Port to pay Crowd Lending **\$400,000.00** together with interest at 5% *per annum* (the

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"Second Bond"). The Second Bond is due in full on the Second Bond's third annual anniversary. The Port may pay the Second Bond early without penalty and no payments are required until the Second Bond is due in full.

4. **Tax and Other Adjustments at Closing.** Prepaid or unpaid charges applicable to the Property, including without limitation, real property taxes and water charges, shall be prorated and adjusted as of 11:59 PM the day before the Closing through an adjustment to the Purchase Price. Any errors or omissions in computing prorations at the Closing shall be corrected promptly after their discovery. The provisions of this section shall survive the Closing for one year after the Closing.

5. **Contingency.** The "Contingency Deadline" is 90 days from the Effective Date. Prior to the Contingency Deadline, the Port shall examine its options for payment and/or financing some or all of the Purchase Price and the Port's obligations under this Agreement are contingent upon its satisfaction following such examination in the Port's sole discretion. In addition, prior to the Contingency Deadline, the Port may inspect the physical condition of the Property and its standing under local, state, and federal laws, such as zoning and environmental laws, and the Port's obligations under this Agreement are contingent upon its satisfaction following such inspection in the Port's sole discretion. The Port may terminate this Agreement prior to the expiration of the Contingency Deadline. If the Port elects to terminate this Agreement as provided for under this Section, the Port shall give written notice of such termination to Crowd Lending, and upon such notice: (a) this Agreement shall terminate; and (b) all rights, obligations, and liabilities of the Parties hereunder to each other and otherwise shall be released and discharged.

6. **Bargain Sale and Charitable Contribution.** Based upon one or more appraisals and other information, Crowd Lending believes that the Property's fair market value exceeds the Purchase Price. Accordingly, the Port: (a) shall accept a donation of the Property's fair market value that exceeds the Purchase Price as evidenced in an appraisal of the Property that a duly licensed appraiser completes (the "Appraisal"); (b) shall execute the Donee Acknowledgment in Part V of the IRS Form 8283 for Noncash Charitable Contributions ("Form 8283") documenting Crowd Lending's donation of the Property's fair market value that exceeds the Purchase Price; and (c) shall reasonably cooperate with Crowd Lending to consummate and appropriately document the charitable contribution of the Property's fair market value that exceeds the Purchase Price from Crowd Lending to the Port. The Port's obligation to execute Form 8283 is contingent upon Crowd Lending delivering to the Port the completed Form 8283 and a copy of the Appraisal.

7. **Marketable Title.** At the Closing, Crowd Lending shall convey to the Port good and marketable title to the Property, free and clear of any mortgage or other lien.

8. **Closing Documents.** At the Closing, Crowd Lending shall execute and deliver to the Port the following (the "Conveyance Documents"): a Warranty Deed (the "Deed"), a Form TP-584 ("Transfer Tax Return"), Form RP-5217 ("Real Property Transfer Report"), the documents and instruments provided for in Section 9(b) below, and other documents that the Port's counsel or title company reasonably request. At the Closing, the Port shall execute and deliver to Crowd Lending the First Bond, the Second Bond, the Form 8283, the Transfer Tax Return, the Real Property Transfer Report, and other documents that Crowd Lending's counsel reasonably requests.

9. Title, Entity, and Other Documents.

a. Within 30 days after the Effective Date and prior to the Closing, Crowd Lending will, at Crowd Lending's cost and expense, provide to the Port: (a) an up-to-date abstract of title to the Property completed by a company duly licensed and operating in Onondaga County; (b) a 10-year real estate tax search of the Property; (c) current real property tax receipts; and (d) an up-to-date survey of the Property that a duly licensed NYS surveyor completes. The Port shall, within 10 days of the Effective Date, deliver the abstract of title for the Property in its position to Crowd Lending.

b. Within 30 days after the Effective Date and prior to the Closing, Crowd Lending will, at Crowd Lending's cost and expense, provide to the Port: (a) Crowd Lending's articles of organization and, if any, all amendments thereto; (b) Crowd Lending's current and duly executed operating agreement; (c) a duly executed resolution adopted consistent with Crowd Lending's current operating agreement authorizing Crowd Lending to consummate the Closing, duly appointing one or more individual to sign the conveyance and closing documents, and ratifying Crowd Lending's execution of this Contract; and (d) other entity documents that the Port's counsel or title company reasonably request.

c. Within 30 days after the Effective Date and at least seven days before the end of the Review Period, Crowd Lending will deliver to the Port any and all of the following in Crowd Lending's actual possession: leases, environmental reports, title insurance policies, permits, municipal notices, service agreements, and maintenance agreements.

10. **Costs.** The Port shall pay the costs to record the Deed and file the Real Property Transfer Report. Crowd Lending shall pay the costs to file the Transfer Tax Return and the NYS Transfer Tax due upon the Closing, which Transfer Tax is based on the Purchase Price and not the cash received at the Closing.

11. **Board Approval.** The Port's obligations under this Agreement are contingent upon the Board of Directors for the Port (the "**Board**") approving and authorizing this Agreement, approving, and authorizing the transactions contemplated hereunder, including issuance of the First Bond and the Second Bond, and directing and authorizing an individual to execute the documents and instruments necessary to consummate the transactions contemplated hereunder. If the Board does not complete the approval, authorization, and direction required under this Section of this Agreement on or before March 1, 2024, either Party may terminate this Agreement upon written notice to the other Party.

12. Property Condition.

a. The Port hereby acknowledges that prior to the execution of this Agreement, it has inspected the entire Property. The Port agrees to accept the Property in an "as is" condition as of the Effective Date.

b. Crowd Lending is not required or obligated to make any repairs, alterations, additions, or improvements to the Property as a condition of the Port's obligation to consummate the

Closing.

13. **Representations and Warranties of Crowd Lending.** Crowd Lending represents and warrants to the Port:

a. **Authority.** Crowd Lending has the requisite power and authority to execute and deliver this Agreement and any other document, agreement, or instrument executed and delivered in connection with this Agreement and the transactions contemplated herein and to consummate the transactions contemplated herein. Upon execution, this Agreement is a legal, valid, and binding obligation of Crowd Lending.

b. **Validity.** The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein and therein will not: (i) require the consent, approval, or authorization of any person, corporation, partnership, joint venture, or other business association, or public authority; or (ii) violate, with or without the giving of notice or the passage of time or both, any provisions of law.

c. **Litigation.** There is no pending or threatened actions, suits, or proceedings against Crowd Lending involving the Property or the transactions contemplated by this Agreement. There is no outstanding order, judgment, or decree of any court having jurisdiction in any way prohibiting the Closing on the transactions contemplated by this Agreement.

d. **Consents.** No consent, approval, or authorization of, or registration or filing with, any individual, partnership, corporation, trust, association, limited liability company, governmental agency, or any other entity, is required in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.

14. **Representations and Warranties of the Port.** The Port represents and warrants to Crowd Lending:

a. **Authority.** Subject to the Board's approval as set forth in Section 11 of this Agreement, the Port has the requisite power and authority to execute and deliver this Agreement and any other document, agreement, or instrument executed and delivered in connection with this Agreement and the transactions contemplated herein and to consummate the transactions contemplated herein. Subject to the Board's approval as set forth in Section 11 of this Agreement, the Port's execution, this Agreement is a legal, valid, and binding obligation of Crowd Lending.

b. **Validity.** Subject to the Board's approval as set forth in Section 11 of this Agreement, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein and therein will not: (i) require the consent, approval, or authorization of any person, corporation, partnership, joint venture, or other business association, or public authority; or (ii) violate, with or without the giving of notice or the passage of time or both, any provisions of law.

c. **Litigation.** There is no pending or threatened actions, suits, or proceedings against the Port involving the transactions contemplated by this Agreement. There is no outstanding

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order, judgment, or decree of any court having jurisdiction in any way prohibiting the Closing on the transactions contemplated by this Agreement.

d. **Consents.** Except for the Board's approval as set forth in Section 11 of this Agreement, no consent, approval, or authorization of, or registration or filing with, any individual, partnership, corporation, trust, association, limited liability company, governmental agency, or any other entity, is required in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.

15. **Possession.** Possession of the Property shall be delivered at the Closing.

16. **Risk of Loss.** The risk of loss to the Property shall remain with Crowd Lending through the Closing.

17. **Notices.** All notices required or permitted hereunder shall be given to the Parties in writing and addressed to the intended recipient Party at their respective addresses as set forth below, unless otherwise agreed by the Parties. All notices between the Parties must be in writing and are effective when hand-delivered, sent via a nationally recognized overnight carrier, or transmitted by email (if an email address is identified below) to the addresses set out as follows:

If to Crowd Funding:

Crowd Lending Fund One, LLC
218 Willard St., Suite 301, Quincy, MA 02169
Dan@CrowdLending.com

With copy to:

Amanda C. Shaw, Esq.
Riehlman Shafer & Shaw, LLC
7693 Route 281, P.O. Box 544, Tully, NY 13159
AShaw@RiehlmanShafer.com

If to the Port:

The Port of Oswego Authority
1 East Second St., Oswego, NY 13126
WScriber@PortOswego.com

With copy to:

Joshua S. Werbeck, Esq.
Bousquet Holstein PLLC
110 W. Fayette St., STE 1000 Syr., NY 13202
JWerbeck@BHLawPLLC.com

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18. **Possession Statutory Disclosures.** The Property is not in foreclosure. Crowd Lending is not in default under a loan secured by a mortgage covering the Property. The Property is not partially or wholly within an agricultural district. The Property has utility service. The Property is not subject to an electric, gas, and/or water utility service surcharge that would require notice under NY Real Property Law § 242. There are no uncapped natural gas wells at the Property. The Property is not subject to a Green Jobs-Green New York on-bill recovery charge.

19. **Brokerage.** The Parties warrant and represent to each other that no broker or agent was instrumental in bringing about this Agreement who requires payment of a brokerage fee at or because of the Closing.

20. **Miscellaneous.**

a. **Incorporation.** The introduction and recitals portion of this Agreement on page one of this Agreement, including the "WHEREAS" clauses, and this Agreement's exhibits, if any, are incorporated herein by reference.

b. **Assignment.** This Agreement may only be assigned with the written consent of all the Parties.

c. **Captions.** Captions in this Agreement are solely for the purpose of identification and shall not in any way alter the interpretation or construction of this Agreement.

d. **Survival.** The covenants, terms, and conditions contained in this Agreement, including the representations and warranties shall survive the Closing and shall not merge because of the Closing for three years following the Closing.

e. **Remedies.** The Parties acknowledge and agree that, in the event of breach or threatened breach by either Party of any of the provisions of this Agreement, the non-breaching Party shall be entitled, if it so elects, to institute proceedings, in law or equity, to obtain damages and/or injunctive relief to enforce the specific performance of this Agreement, or to enjoin the breaching Party from engaging in any activity which violates this Agreement.

f. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or the agreements to be delivered as described in this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which such Party may be entitled.

g. **Governing Law; Jurisdiction.** This Agreement is made and entered into in the State of New York and shall be governed by the internal substantive laws of the State of New York, without regard to such state's conflict of law or choice of law rules. The Parties agree that the state and federal courts of and in New York shall have exclusive jurisdiction over this Agreement and any controversies arising out of, relating to, or referring to this Agreement, the formation of this Agreement, and actions undertaken by the Parties as a result of this Agreement, whether such controversies sound in tort law, contract law, or otherwise, and that any action in court shall be venued in the courts located in the County of Oswego or the County of Onondaga. Each of the Parties

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expressly and irrevocably consents to the personal jurisdiction of the state and federal courts of and in New York, agrees to accept service of process by mail, and expressly waives any jurisdictional or venue defenses otherwise available.

h. **Waiver of Jury Trial.** Each Party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore, it hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Agreement or the transactions contemplated under this Agreement. Each Party represents and warrants that: (i) no representative, agent, or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation seek to enforce such waivers; (ii) it understands and has considered the implication of such waivers; (iii) it makes such waivers voluntarily; and (iv) it has been induced to enter into this Agreement by, among other things, the mutual waivers and certification in this Section of this Agreement.

i. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original, and all such counterparts when taken together shall for all purposes constitute a single instrument, binding on all Parties, notwithstanding that all Parties shall not have executed the same counterpart.

j. **Electronic Versions.** This Agreement may be executed electronically with, for example DocuSign, and electronic versions of this Agreement, such as PDF, emailed, and faxed versions, shall constitute original versions for all purposes.

k. **Waivers.** A failure by any Party to assert its rights under this Agreement shall not be deemed to be a waiver of such rights nor shall any waiver be implied from any act or omission. All waivers must be in writing to be effective.

l. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify the Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

m. **Legal Representation.** The Parties acknowledge that each has had the opportunity to consult with an attorney regarding this Agreement, that each is executing this Agreement of his, her, or its own free will and not under any duress, and that each considers all the terms of this Agreement to be fair and reasonable. Bousquet Holstein PLLC represents the Port only.

n. **Authority.** The individuals executing this Agreement below, whether on behalf of themselves individually or on behalf of an entity, represent and warrant to the Parties that each has the requisite authority to execute this Agreement and bind themselves and/or bind the entity for which they are executing this Agreement.

Confidential

o. **Successors.** All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and, to the extent permitted herein, their transferees and assigns.

p. **Entire Agreement.** This Agreement constitutes the entire contract and agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between the Parties with respect to the matters set forth herein. In the event of any inconsistency between the terms and provisions in the body of this Agreement and those in the documents delivered in connection herewith, the terms and provisions in the body of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement and agree to be bound by its terms and conditions as of the Effective Date.

THE PORT OF OSWEGO AUTHORITY

CROWD LENDING FUND ONE, LLC

By: William Scriber
Its: Executive Director

By: Dan Najarian
Its: Chief Executive Officer

Exhibit G

LEASE AGREEMENT – FY 24-1

Port of Oswego Authority, a public authority created under the New York Public Authorities Law with a principal office located at One East Second Street, Oswego, New York 13126 ("Port") agrees to rent and Dean Marine & Excavating, Inc., a corporation organized under the laws of the State of Michigan with a principal office located at 75 Avery Street, Mount Clemens, Michigan 48043 ("DME"), agrees to lease certain Leased Premises, as defined below, upon the following terms and conditions:

1. Leased Premises. The Port hereby leases to DME property located on the Port's FitzGibbons site as shown on the aerial photo attached as **Schedule A ("FitzGibbons Site")**. As set forth below, DME may also use and occupy, on a non-exclusive basis, certain dock area of space located on the Port's eastside dock as shown on the aerial photo attached as **Schedule B ("Dock Site")**. Additionally, and only on an as available basis, the Port hereby authorizes docking privileges at its west dock; provided any such use is first pre-authorized for each specific time-frame as being available and therefore will not interfere with use by Port customers or other Port operations. The FitzGibbons Site and the Dock Site, and as limited above on a non-exclusive basis the west dock, are referred to in this Lease Agreement collectively as the "Leased Premises."

2. The FitzGibbons Site has an improved road that shall remain open for port projects that may concurrently operate with the DME project.

3. Term. The term of this Lease Agreement shall begin on **June 1, 2024** and end on **October 30th, 2024** unless extended by a written agreement signed by both parties.

4. Use of the Leased Premises. The Leased Premises shall be used and occupied by DME only for loading, unloading and storage of rock in connection with the reconstruction of the Oswego Harbor break wall. DME's use of the Dock Site is non-exclusive and shall not interfere with Port operations. DME agrees to use the Dock Site cooperatively with the Port and others. DME will reasonably consult with Port administration concerning its use of the Dock Site. **DME shall at their cost provide a "under layer" to protect the dock from damage. DME shall install and remove at their cost. The Port shall pre-approve of the "under layer.**

5. Rent. DME shall pay rent in the amount of **\$300,000.00, payable in 5 equal installments of \$60,000.00** with the first payment due no later than June 15th and a payment no later than the 15th of each succeeding month. All rent payments shall be made on or before the fifteenth day of each month at Port's business office: One East Second Street, Oswego, New York 13126.

6. Late Charge. A late payment of \$500 will be assessed for rental payments made after the 15th day of each month. In addition, unpaid rent shall accrue interest at the rate of 18% per annum from the original due date.

7. Security Deposit. Upon acceptance of this Lease, DME will give the **Port a security deposit in the amount of \$25,000** for its full and faithful performance of the terms and conditions of this Lease Agreement. If DME does not fully comply with the terms of this Lease Agreement, the Port may use the security deposit to pay any amounts owed by DME, including rent and the costs to repair damages caused by DME to the Leased Premises.

8. Demurrage. DME shall reimburse the Port for all demurrage and other fees assessed to the Port by CSX relating to rail cars used by DME. In addition, DME shall pay the **Port \$8.50 for each rail car reported** on the Port's CSX account. The Port will invoice DME bi-weekly with respect to demurrage and rail car charges. Payment is due within 15 days of the date of invoice.

9. DME Entry Access to the Leased Premises. Except as expressly permitted by the Port, which shall not be reasonably withheld so long as DME reimburses Port for security expenses, DME may enter and access the Leased Premises only during the Port's standard hours of operation, namely, Monday through Friday from 7 a.m. to 4:30 p.m. DME will be responsible and shall reimburse the Port for all security expenses relating to DME's entry and access to the Leased Premises outside of the Port's standard operating hours at a rate of \$35.00 per hour from 4:30pm - midnight, overtime and Saturday will be \$45.00 per hour, holidays and Sunday will be \$65.00 per hour. DME is not responsible for security expenses during the Port's standard hours of operation.

10. Improvements. DME may not make any improvements or alterations to the Leased Premises unless DME first receives Port's express written consent to such alteration or improvement. A competent and insured professional contractor must perform any such alteration or improvement. Insurance limits for contractors with respect to liability and workers compensation shall be reasonably set by Port. Any alteration, addition or improvement made by the DME, and any fixtures installed, shall at the Port's option become property of the Port upon the expiration of the Lease. However, the Port shall have the right to require DME to remove any fixtures and improvements installed by DME at DME's cost upon termination of the Lease.

11. DME Loading Equipment. DME may operate one excavator, forklift, haul truck, mobile crane and one loader on the Leased Premises. DME shall not operate any additional loading equipment or bring any other loading equipment onto the Leased Premises without the Port's consent. DME acknowledges that all lashing or hoisting of rock with chains must be performed by Port personnel (two minimum).

12. Port Loading Equipment and Personnel. In connection with DME's loading and unloading of rock, the Port will make certain equipment reasonably available, namely, a trackmobile together with necessary skilled operators and related personnel, at the following rates:

<i>Equipment and Personnel</i>	<i>Rate</i>
Trackmobile	\$350 per day (based on 8 hour day) plus Port personnel (two minimum)
Port Personnel	<p><u>Regular Time:</u> \$67/hour (4 hours minimum). Regular Time increases to \$77.00/hour (4 hours minimum) whenever a ship is at the Port.</p> <p><u>Overtime (excess of 8 hour day or when working M-F 1800hrs to 2400hrs and Saturday):</u> \$85/hr. (4 hours minimum) Overtime increases to \$92.00/hour (4 hours minimum) whenever a ship is at the Port.</p> <p><u>Double Time (Sunday, Holiday or when working M-F 2400hrs to 0800hrs):</u> \$106/hr. (4 hours minimum) Double Time increases to \$117.00/hour (4 hours minimum) whenever a ship is at the Port.</p>
All other Port Equipment	All other Port Equipment and labor will be invoiced to DME at Blue Book rates.

<p>Safety</p>	<p>If construction project interferes with normal traffic flow during Port's regular operating hours, an additional laborer or security person may be necessary to ensure a safe environment, <u>at Port's sole discretion, at then-current rates for such personnel.</u></p>
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All shifts shall be called the day prior by 3:00pm, any cancellation of shift must be done 2 hours prior to start of shift to both Port and labor representative.

Prior to start of work it is suggested a meeting between the Port, the contractor and the ILA representative to discuss labor needs for the lease period.

The Port will invoice DME bi-weekly with respect to its equipment and personnel charges. Payment is due within 15 days of the date of invoice.

13. DME's Representations. DME ~~represents and warrants covenants~~ that its operations on the Leased Premises will comply with all applicable federal and state statutes and rules. DME further ~~represents and warrants covenants~~ that its operations will be conducted consistent with industry customs and standards. ~~DME will conduct its operations, and~~ in a way that minimizes any adverse effect on the environment.

14. Right of Entry. DME agrees that the Port and its agents shall have the right to enter onto and upon Leased Premises at all reasonable hours upon prior notice (except in the case of an emergency) for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

15. Repair and Maintenance. DME is responsible for maintaining and repairing the Leased Premises including the rail. If DME fails to make any needed repairs, Port may do so and apply all or part of DME's security deposit to the cost of the repair.

16. Storage. If ~~DME requests~~ storage of rock ~~is requested~~ outside of the term of this ~~agreement there Agreement, and the Port approves such request, such storage shall be at a charge rate~~ of \$1650.00 per month ~~for such rock storage and (or part thereof) per~~ _____. ~~The Port shall have the ability to determine the location to and duration of such storage. If all DME stone (or other materials) are not removed at the end of the agreed term, the for such extension shall be approved by the Port. —\$3300 per month (or part thereof) per~~ _____.

17. Conditions Upon Surrender. DME agrees that at the end of this Lease Agreement or it's earlier termination hereunder, the DME shall peaceably surrender possession of the Leased Premises in as good condition as leased, normal wear and tear ~~accepted excepted~~.

18. Indemnification. DME shall defend, indemnify and hold Port harmless from any claim, lawsuit, or proceeding by any entity, as well as for any damages, costs or expenses, including attorney's fees and disbursements which Port incurs resulting from or in any manner relating to this Lease Agreement or DME's use and occupancy of the Leased Premises

19. Insurance. DME shall carry fire and casualty insurance on its personal property and contents located at the Leased Premises. DME shall also carry liability insurance insuring DME, and naming the Port as an additional insured, in the amount of not less than \$2 million per occurrence for personal injury, death or property damage. A certificate of insurance shall be furnished to the Port prior to occupancy. The Port and DME hereby waive any and all rights of subrogation against each other with respect to loss by fire or other

casualty, and agree to have a waiver of subrogation clause attached to and make a part of the insurance policies in force at the Premises.

~~20. Compliance with Law. DME shall comply with all laws, ordinances and regulations applicable to its use of the Leased Premises.~~

21-20. Assignment. DME may not assign this Lease Agreement or sublet the Leased Premises unless approved in writing by the Port.

22-21. Default. The Following constitutes a default by DME under this Lease Agreement: (a) failure to pay rent or make any other payment described above within ten days of the due date; (b) failure to comply with any other terms of this Lease Agreement; and (c) failure to vacate the Premises upon the termination of the Lease Agreement.

23-22. Port Remedies Following Default. Upon the occurrence of a default by DME, and notice to DME with ten days for DME to cure, and upon DME's failure to cure within such ten day cure period, and at any time thereafter and opportunity to cure, Port at its sole discretion, may take any or all of the following actions, without a waiver of any other contractual or statutory right, or any of DME's obligations and or liabilities:

- a. Upon notice to DME, terminate the Lease Agreement and require DME's immediate surrender of the Leased Premises;
- b. Declare immediately due and payable and recover from DME the total amount, or any portion, of unpaid rent and other amounts due or to become due for the remainder of the lease term; and
- c. Re-let any or all of the Leased Premises.

24-23. Attorney's Fees. If an action is commenced for the recovery of the Leased Premises or for any amount due under this Lease Agreement (including, but not limited to, an action to recover past due rent), the prevailing party shall be entitled to all costs incurred in connection with that action, including reasonable attorney's fees.

25-24. Entire Agreement. This Lease Agreement: (a) sets forth the entire agreement between the parties and supersedes any prior agreements; (b) is binding upon the Port and DME and their successors and assigns; and (c) shall be governed by the laws of New York, with venue in a state court of competent jurisdiction in Oswego County. If any provision of this Lease Agreement is held to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement.

26-25. No Oral Amendment. This Lease Agreement may not be changed orally and may only be amended by a written agreement signed by both parties.

27-26. No Waiver. Port's acceptance of rent or failure to enforce any term in this Lease Agreement is not a waiver of any of Port's rights.

28-27. Corporate Authorization. By signing below, the individuals certify that they are corporate agents duly authorized to enter into this Lease Agreement and that their respective corporate entities are duly organized and in good standing under their respective state laws, have all requisite organizational power and authority to enter this agreement.

PORT OF OSWEGO AUTHORITY

DEAN MARINE & EXCAVATING, INC.

By: _____
William W. Scriber, Executive Director/CEO

Date

13126.

By: _____
Dean Williams, President

Date