

OGDENSBURG BRIDGE AND PORT AUTHORITY
BOARD MEETING
THURSDAY, NOVEMBER 10, 2022 – 5:00 PM

- I. Meeting Called to Order by Chairperson Vernon D. Burns at 5:00 PM
- II. Letters and Communications to the Board
- III. Approval of Minutes:
 - a. October 11, 2022
- IV. Reports: Presentations and Reports:
 - a. Committee Reports
 - i. Finance Committee
 - b. Reports
 - i. Income/Expense Report
 - ii. Bridge Traffic Report
 - iii. Airport Activity
 - iv. Port Activity Report
 - v. Building Occupancy Report
 - vi. Industrial/Commercial Prospect Report
- V. Unfinished Business – None
- VI. Business Items
 - a. General Administration
 - i. Approval of Foreign-Trade Zone Site Operations Agreement under the Alternative Site Framework with Border Pallet Storage and Submission of Application for Usage-Driven Designation
 - ii. Appointment of Records Access Officer
 - b. Ogdensburg – Prescott International Bridge
None
 - c. Commerce Park
None
 - d. Ogdensburg International Airport
 - i. Designation of Lead Agency and Adoption of SEQRA Negative Declaration
 - ii. Approval of Sale of the Double Wide Modular Home
 - iii. Approval of Grant with New York State Department of Transportation
 - e. Port of Ogdensburg
None
 - f. New York & Ogdensburg Railroad
None
 - g. Other Such Matters
None
- VII. Concluding Comments from Citizens, Board Members, and/or Authority Staff

VIII. Next Meeting Dates:

December 15, 2022 Thursday 4:00 PM _____ (Proposed)

IX. Adjournment

Dated: November 08, 2022



Patricia A. Nisco
Chief Financial Officer

/pan

Board of Directors:

Mr. Vernon D. "Sam" Burns, Chair
Ms. Megan J.M. Whitton, Vice-Chair
Mr. Christopher B.T. Coffin, Treasurer
Mr. David King, Secretary
Ms. Jennifer Quirk-Pickman, Member
Ms. Nicole Terminelli, Member
Ms. Toni Kennedy, Member

Staff:

Mr. Steven J. Lawrence, Executive Director
Ms. Patricia A. Nisco, CFO
Mr. Anthony Adamczyk, Dir. Of Economic Development
Mr. James D. Chase, Director of Operations
Mr. Robert F. Mujica, Jr., Division of the Budget
Ms. Karen Persichilli Keogh, Secretary to the Governor

Press:

Mr. Tom Graser, WDT
Ms. Monica Sandreczki, North Country Public Radio
Ms. Dawn Merz, Radio Station WNCQ/WPAC/WWNY TV
Mr. Jimmy Lawton, North Country Now
Mr. Jim Leven, Community Broadcasters

OGDENSBURG BRIDGE & PORT AUTHORITY
STATEMENT OF FINANCIAL POSITION
as of September 30, 2022

Current Assets:

Cash - Checking Accounts	\$ 219,661	
Cash - Reserves & Other Restricted Accounts	7,497,205	①
Cash - Security Deposits	92,539	
Accounts Receivable - Regular	784,231	
Accounts Receivable - Wind Turbine Project	534,137	
Grants Receivable	255,213	
Investments	-	
Inventories	69,827	
Prepaid Expenses	146,392	
Total Current Assets	<u>\$ 9,599,205</u>	

Fixed Assets:

Land & Land Improvements	\$ 46,674,118
Buildings & Building Improvements	108,711,370
Machinery & Equipment	8,263,070
Vehicles	1,966,856
Furniture & Fixtures	142,506
Signage	181,132
Bond Issuance Costs - 2017 Series	193,578
Total Fixed Assets	\$ 166,132,630
Less Accumulated Depreciation	<u>(72,919,779)</u>
Net Fixed Assets	<u>\$ 93,212,851</u>

Other Assets:

1,923,361

Construction in Progress

\$ 4,348,332 ②

TOTAL ASSETS \$ 109,083,749

Current Liabilities:

Accounts Payable - Regular	873,204	③
Accounts Payable - NYS Retirement	-	
Accounts Payable - All Project A/P	5,000	
Current Portion of Long Term Debt	\$ 792,670	
Accrued Expenses	28,919,355	
Total Current Liabilities	<u>30,590,230</u>	

Other General Liabilities

562,515

Long Term Liabilities

Long Term Portion of Long Term Debt	<u>9,394,017</u>
Total Long Term Liabilities	<u>9,394,017</u>

Capital

68,536,987

TOTAL LIABILITIES 109,083,749

0

①	Restricted Accounts - Top 5 Bank Accounts		
	Consolidated Reserve Fund - CBNA	6,288,992	
	Debt Service Reserve Fund - Wilmington Trust	502,353	
	Tompkins Trust Security Reserve Deposit	431,793	
	M&T Deposit-Bond Payment Reserve Funds	162,086	
	Aviation Fuel & Credit Card Account	64,913	
		<u>7,450,137</u>	
	9 Additional Restricted Bank Accounts share the balance	47,068	
②	Construction in Progress - Top 4 Projects		
	Airport MASLF	1,941,931	
	Harbor Deepening Project	1,175,322	
	Airport EA PH 1 Drainage & Terminal Area	426,833	
	Airport Terminal Project	216,507	
		<u>3,760,593</u>	
	4 Additional Projects share the balance	587,739	
③	Regular Accounts Payable - Top 5 Vendors		
	Southworth Milton	447,071	CRISI Grant - 1st Piece of Equipment
	OMLC - Wind Turbine Projects	127,105	Waiting for Line of Credit
	e-Transit: Monthly Maintenance Fees	59,388	All current invoicing
	Ascent Aviation	40,124	Paid 14 October - \$37,560 Balance = \$21,828
	Excellus - Health Insurance	37,276	Paid 14 October
		<u>710,964</u>	
	Over 60 Additional Vendors share the balance	162,240	

OGDENSBURG BRIDGE & PORT AUTHORITY: SEPTEMBER 2022 BUDGET TO ACTUAL

INCOME

	Monthly Budget	Monthly Actual	Over/ (Under)	YTD Budget	YTD Actual	Over/ (Under)
Bridge Revenue	259,014	271,342	12,328	1,606,369	1,673,589	67,220
Airport Revenue	34,563	37,798	3,235	208,782	273,554	64,772
Airport Revenue - Fuel Sales	25,921	80,263	54,342	137,888	303,835	165,947
Airport Revenue - AEAS Income	0	841,679	841,679	0	841,679	841,679
Industrial Park Campus Revenue	79,883	69,345	(10,538)	480,907	457,613	(23,294)
Marine Terminal (Port) Revenue	82,479	183,250	100,771	338,442	514,718	176,276
Railroad Revenue	0	0	0	18,000	9,680	(8,320)
Wind Turbine Revenue	668,607	127,603	(541,004)	2,810,960	3,037,384	226,424
TOTAL INCOME	1,150,467	1,611,280	460,813	5,601,348	7,112,052	1,510,704

EXPENSES

BRIDGE EXPENSE

Salary Expense	165,809	158,722	(7,087)	718,507	655,338	(63,169)
Employee Benefits	86,794	78,179	(8,615)	376,106	281,499	(94,607)
Maintenance Expense	7,259	20,378	13,119	58,072	65,644	7,572
Bridge Maintenance Expense	232,138	266	(231,872)	248,803	4,836	(243,967)
Utility Expense	3,876	5,031	1,155	25,515	40,150	14,635
General Expenses	49,401	35,950	(13,451)	296,406	252,985	(43,421)
Legal Expense	6,500	2,800	(3,700)	39,000	46,359	7,359
TOTAL BRIDGE EXPENSES	551,777	301,326	(250,451)	1,762,409	1,346,811	(415,598)

AIRPORT EXPENSE

Salary Expense	41,791	43,526	1,735	181,095	172,702	(8,393)
Employee Benefits	16,961	17,855	894	73,500	66,995	(6,505)
Maintenance Expense	4,421	5,508	1,087	26,525	32,800	6,275
Fuel Sales Expense	14,025	40,002	25,977	83,325	312,372	229,047
Utility Expense	3,913	4,378	465	25,757	35,661	9,904
General Expenses	41,667	33,676	(7,991)	333,335	313,602	(19,733)
Interest Expense	41,777	44,758	2,981	253,964	262,461	8,497
Legal Expense	5,000	3,238	(1,762)	30,000	14,709	(15,291)
AEAS Expense	0	422,834	422,834	0	841,955	841,955
TOTAL AIRPORT EXPENSES	169,555	615,775	446,220	1,007,501	2,053,257	1,045,756

INDUSTRIAL PARK EXPENSE

	Monthly Budget	Monthly Actual	Over/ (Under)	YTD Budget	YTD Actual	Over/ (Under)
Salary Expense	1,962	4,904	2,942	8,500	20,433	11,933
Employee Benefits	682	499	(183)	2,955	2,928	(27)
Maintenance Expense	1,019	1,699	680	15,957	15,831	(126)
Utility Expense	2,137	2,294	157	14,069	26,324	12,255
General Expenses	3,213	629	(2,584)	19,281	10,106	(9,175)
Interest Expense	0	525	525	0	1,534	1,534
TOTAL INDUSTRIAL PARK EXPENSES	9,013	10,550	1,537	60,762	77,156	16,394

MARINE TERMINAL (PORT) EXPENSE

Salary Expense	43,507	17,032	(26,475)	188,532	60,094	(128,438)
Employee Benefits	12,857	16,634	3,777	77,140	56,126	(21,014)
Maintenance Expense	11,930	24,464	12,534	58,457	95,412	36,955
Utility Expense	2,570	3,910	1,340	16,919	25,647	8,728
General Expenses	24,795	18,938	(5,857)	148,772	81,682	(67,090)
Interest Expense	0	182	182	0	553	553
Legal Expense	0	0	0	0	13,934	13,934
TOTAL MARINE TERMINAL EXPENSES	95,659	81,160	(14,499)	489,820	333,448	(156,372)

WIND TURBINE EXPENSE

Salary Expense	0	57,732	57,732	419,000	443,084	24,084
Maintenance Expense	0	79,697	79,697	1,114,154	1,243,894	129,740
Management & General Expenses	0	111,692	111,692	632,466	647,429	14,963
TOTAL WIND TURBINE EXPENSES	0	249,121	249,121	2,165,620	2,334,407	168,787

RAILROAD EXPENSES

	0	0	0	0	480	480
--	---	---	---	---	-----	-----

BORDER STATION EXPENSES

	0	19,332	19,332	0	19,332	19,332
--	---	--------	--------	---	--------	--------

TOTAL EXPENSES

	826,004	1,277,264	451,260	5,486,112	6,164,891	678,779
--	----------------	------------------	----------------	------------------	------------------	----------------

OPERATING INCOME (Net Gain/(Loss))

	324,463	334,016		115,236	947,161	
--	----------------	----------------	--	----------------	----------------	--

CRRSA/ARPA ACT Reimbursements

	130,000	210,332	80,332	609,154	812,326	203,172
--	---------	---------	--------	---------	---------	---------

OPERATING INCOME (Net Gain/(Loss))

	454,463	544,348		724,390	1,759,487	
--	----------------	----------------	--	----------------	------------------	--

OCTOBER 2022 BRIDGE TRAFFIC

Oct 1 Oct 31	Auto Crossings			All Other Crossings			Total Crossings			Revenue	
	2022	2019	% Chg	2022	2019	%Chg	2022	2019	%Chg	2022	2019
-	36,658	53,477	-31.45%	5,969	6,779	-11.95%	42,627	60,256	-29.26%	122,232.50	185,449.00
<hr/>											
Oct 1 Oct 31	Auto Crossings			All Other Crossings			Total Crossings			Revenue	
	2022	2021	% Chg	2022	2021	%Chg	2022	2021	%Chg	2022	2021
-	36,658	9,498	285.95%	5,969	5,397	10.60%	42,627	14,895	186.18%	122,232.50	33,470.00

Port Activity Report

October

Gluten Pellets

<u>Date</u>	<u>Railcars - Trucks</u>	<u>ST Received</u>	<u>ST Trucked Out</u>	<u>ST Inventory</u>
	Balance Forward			168.21
10/3/2022	BL 89885297		28.37	139.84
10/4/2022	BL 89885298		27.6	112.24
10/5/2022	BL 89863940		21.47	90.77
10/7/2022	BL 89885249		32.36	58.41
10/7/2022	GCCX 42049 - BL 89864706	93.03		151.44
10/11/2022	BL 89893331		33.49	117.95
10/11/2022	GACX 516089 - BL 89864707	92.75		210.7
10/14/2022	BL 89893333		29.45	181.25
10/14/2022	CCLX 95038 - BL 89875858	90.8		272.05
10/14/2022	GACX 516046 - BL 89875854	91.38		363.43
10/14/2022	FURX 843551 - BL 89875855	96.33		459.76
10/14/2022	CCLX 92070 - BL 89875856	93.9		553.66
10/17/2022	BL 89904032		27.19	526.47
10/18/2022	BL 89904033		33.83	492.64
10/18/2022	NDYX 843436 - BL 89875857	95.9		588.54
10/19/2022	BL 89907724		29.3	559.24
10/20/2022	BL 89907481		32.65	526.59
10/20/2022	BL 89907482		33.83	492.76
10/25/2022	BL 89907723		32.8	459.96
10/26/2022	BL 89907725		31.11	428.85
10/26/2022	GACX 516054	86.98		515.83
10/26/2022	NDYX 843478	90.8		606.63
10/26/2022	CCLX 95044	91.98		698.61
10/28/2022	BL 89907726		31.48	667.13
10/31/2022	BL 89920716		30.56	636.57
Total		923.85	455.49	

10/25 New rail car conveyer was assembled and training was performed





**OGDENSBURG BRIDGE & PORT AUTHORITY
BUILDING OCCUPANCY REPORT
November 10, 2022**

Commerce Park Campus

<i>Building</i>	<i>% Occupied</i>	<i>Total SF</i>	<i>Available</i>	<i>Occupied</i>	<i>Tenant</i>
1	96%	30,000	1,177	7,658	Strader-Ferris
				7,356	Lincare
				3,626	AB Thermal Technology
				500	West End Asset Management
				424	Miracle Ear / Quality Hearing
				211	KDM Analytics
				187	Nova Networks
				103	LiveFast Motors
				8,758	Non-Rentable
3	100%	15,000	0	10,000	NAC Logistics
				4,860	AN Deringer
				140	Non-Rentable
4	64%	20,000	7,286	10,143	Strader-Ferris
				1,235	Day Automation
				1,061	T-Base Communications
				275	Non-Rentable
6	100%	30,000	0	28,825	Strader-Ferris
				1,175	Non-Rentable
11	100%	40,000	0	20,000	Strader-Ferris
				20,000	Frank Ralphs, Inc.
12	100%	11,200	0	8,776	T-Base Communications
				2,424	NYS Legal Service
14	100%	24,000	0	23,220	Med-Eng
				780	Non-Rentable
	95%	170,200	8,463	161,737	

Bridge Administration Building

<i>Suite</i>	<i>% Occupied</i>	<i>Total SF</i>	<i>Available</i>	<i>Occupied</i>	<i>Tenant</i>
BAB	100%	5,284	0		
103				536	OBPA Economic Development
104				1,054	SUNY IT
201A				120	Demers, Inc.
201B				140	Cortech/Penski
201C				368	Mack Global Engineering
204				1,689	Stephens Media Group
205				207	Griffith/Lambert
206				182	Griffith/Lambert
207A				170	Dan Dodge
207B				220	OBPA Executive Director
208				126	Barbara Pleet
209				180	Knudsen Systems
210				292	Glenda Jones
	100%	5,284	0	5,284	

Port of Ogdensburg

<i>Building</i>	<i>% Occupied</i>	<i>Total SF</i>	<i>Available</i>	<i>Occupied</i>	<i>Tenant</i>
P2	100%	30,000	0	30,000	Compass Minerals/Thawrox
P3	100%	20,000	0	19,607	Grain Storage
				393	NYOG Office
P4	100%	15,000	0	15,000	Corning
P5	33%	40,000	26,667	13,333	Grain Storage
P6	100%	20,000	0	20,000	Grain Storage
P8	100%	23,000	0	23,000	Grain Storage
	82%	148,000	26,667	121,333	

Ogdensburg International Airport

<i>Building</i>	<i>% Occupied</i>	<i>Total SF</i>	<i>Available</i>	<i>Occupied</i>	<i>Tenant</i>
Terminal	100%	10,800	0	10,800	TSA/Contour
Hangar	100%	3,672	0	3,672	Used for OGS Equipment Storage
T-Hangar	90%	11,550	1,108		
1				1,036	Robertson
2				1,108	Richardson
3				1,036	Proven
4				1,036	Weston
5				1,036	Mueller
6				1,036	Bogardus
7				0	Vacant
8				1,036	Tate Jr.
9				1,036	Burtch
10				1,036	Richardson
				1,046	Mechanical / Operations Storage
	96%	26,022	1,108	24,914	

**OGDENSBURG BRIDGE & PORT AUTHORITY
NOVEMBER 10, 2022 BOARD MEETING**

Agenda Item A. General Administration

1. Approval of Foreign-Trade Zone Site Operations Agreement under the Alternative Site Framework with Border Pallet Storage and Submission of Application for Usage-Driven Designation (“Minor Boundary Modification”) to Foreign-Trade Zones Board, including Concurrence Request from U.S. Customs and Border Protection.

REPORT:

As the Grantee of Foreign-Trade Zone No. 118, staff has negotiated a Foreign-Trade Zone Site Operations Agreement under the Alternative Site Framework with Border Pallet Storage, who are the recent purchasers of the ACCO property in Ogdensburg and are seeking to utilize the Foreign-Trade Zone for storage, consolidation, and distribution services for Canadian clientele. This agreement grants Zone Site Operator status to Border Pallet Storage and gives them the authority to utilize the Zone Site as a Foreign-Trade Zone subject to the terms, conditions, and restrictions set forth in the agreement, and in accordance with the standards of operation required by U.S. Customs and Border Protection. Once agreement is executed, staff will formally request approval of the Application for Usage-Driven Designation (“Minor Boundary Modifications”) with the Foreign-Trade Zones Board of the U.S. Department of Commerce and secure a concurrence letter from U.S. Customs and Border Protection documenting their agreement to the arrangement.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Foreign-Trade Zone Site Operations Agreement under the Alternative Site Framework with Border Pallet Storage, and be it;

FURTHER RESOLVED, that the Executive Director is hereby authorized and directed to formally request approval of the Application for Usage-Driven Designation (“Minor Boundary Modifications”) with the Foreign-Trade Zones Board of the U.S. Department of Commerce and secure concurrence from U.S. Customs and Border Protection.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY: 

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
NOVEMBER 10, 2022 BOARD MEETING**

Agenda Item A. General Administration
2) Appointment of Records Access Officer

REPORT:

Each year, under the Freedom of Information Law, the Authority is required to designate a Records Access Officer to coordinate a response to public requests for records from the Ogdensburg Bridge and Port Authority.

In the absence of a Senior Administrative Assistant, the Director of Economic Development, Anthony Adamczyk, shall be designated as the Authority's Records Access Officer, and this designation should be renewed yearly at the Authority's Annual Board Meeting unless the Administrative position is filled.

RESOLUTION:

RESOLVED, that the Director of Economic Development, Anthony Adamczyk, is hereby appointed Records Access Officer of the Ogdensburg Bridge and Port Authority.

INITIATOR/PREPARER: Patricia Nisco/Patricia Nisco APPROVED BY: _____



MOTION PASSED BY: _____

Unanimous: Yes

No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
NOVEMBER 10, 2022, BOARD MEETING**

Agenda Item D. Ogdensburg International Airport

1) Designation of Lead Agency and Adoption of SEQRA Negative Declaration

REPORT:

The Ogdensburg Bridge and Port Authority has begun preliminary planning for the Ogdensburg International Airport Renovation of Terminal Building and Relocation of the Ground Service Equipment Building (the "Project"). In accordance with regulations of Article 8 of the State Environmental Quality Review Act (SEQRA), the Authority desires to take the position of Lead Agency for this project and to determine whether the development of this project may have a "significant effect on the environment" (as defined in the SEQRA Act and the regulations) and therefore require the preparation of an Environmental Impact Statement.

As the Lead Agency, the Ogdensburg Bridge and Port Authority has prepared a Short Environmental Assessment Form (SEAF), a copy of which was presented and reviewed by the Authority at this meeting and copies of which are on file at the office of the Ogdensburg Bridge and Port Authority.

The Authority, pursuant to the regulations, has examined the SEAF in order to make a determination as to the potential environment significance of the Project and determined that the Project is an Unlisted Action.

RESOLUTION:

RESOLVED, that the Ogdensburg Bridge and Port Authority hereby assumes the designation of Lead Agency for the action it is undertaking for the Ogdensburg International Airport Renovation of Terminal Building and Relocation of the Ground Service Equipment Building project as said designation is defined by Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law and its underlying regulations; and be it,

FURTHER RESOLVED, that the Ogdensburg Bridge and Port Authority, based upon an examination of a Short Environmental Assessment Form and further upon the Authority's knowledge of the area surrounding the Project and such further investigations of the Project and its environmental effects as the Authority has deemed appropriate, the Authority makes the following findings with respect to the Project:

- The Project constitutes an "Unlisted Action" (as said quoted term is defined in the regulations).
- The Project will result in no major or important impacts and therefore is one that will not cause significant damage to the environment. Therefore, the Authority hereby determines that the Project will not have a significant effect on the environment, and the Authority will not require the preparation of an Environmental Impact Statement with respect to the Project.
- As a consequence of the foregoing, the Authority has prepared a Negative Declaration with respect to the Project.

and be it,

FURTHER RESOLVED, that the Ogdensburg Bridge and Port Authority hereby accepts the findings of the a Short Environmental Assessment Form completed that declares this Project to be an Unlisted Action with a Negative Declaration; and be it,

FURTHER RESOLVED, that the Executive Director is hereby authorized and directed to take all necessary steps appropriate for the distribution and filing of the SEQRA Negative Declaration.

INITIATOR/PREPARER: Steve Lawrence

APPROVED BY: 

MOTION PASSED BY: _____ Unanimous: Yes No

SECONDED BY: _____ Abstained By: _____

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Ogdensburg International Airport (OGS) - Renovation of Terminal Building and Relocation of Ground Service Equipment Building			
Project Location (describe, and attach a location map): 5900 NY-812, Ogdensburg, NY 13669; St. Lawrence County, NY			
Brief Description of Proposed Action: The project includes the following items: - Renovation of existing terminal building - Expansion of the terminal to include flexible great room accommodating the ticket lobby, relocated baggage claim, and other functions. - Relocation the current temporary ground service equipment (GSE) storage building - Upgrades include electrical vehicle charging stations, solar panels to provide energy and reduce greenhouse gas emissions			
Name of Applicant or Sponsor: Ogdensburg Bridge and Port Authority, Attn.: Steve Lawrence		Telephone: 315-393-4080 ext 226 E-Mail: slawrence@ogdensport.com	
Address: 1 Bridge Plaza			
City/PO: Ogdensburg		State: NY	Zip Code: 13669
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Funding (NYSDOT, FAA), NY State Pollutant Discharge Elimination System (SPDES), Finding of No Significant Impact (FONSI)- FAA			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			-1.5 acres -1.5 acres 641.02 acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Airport <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: The proposed includes upgrades include electrical vehicle charging stations, solar panels to provide energy and reduce greenhouse gas emissions. _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: Wetlands exist adjacent to the project area, but no wetlands will be disturbed for project completion. _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The proposed action will have a minimal increase to the existing impervious surfaces, which will create additional storm water runoff. However, there will be no increase in storm water runoff and the storm water runoff will be mitigated by the construction of proposed storm water best management practices and existing storm water controls at the site.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Ogdensburg Bridge and Port Authority, Attn: Steve Lawrence</u> Date: _____ Signature: _____ Title: <u>Executive Director</u>		



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.



Due to the minor nature of the proposed project within previously disturbed Airport surfaces, the proposed project is not anticipated to result in significant environmental impacts. The project has been designed to avoid wetland impacts. No wetlands will be disturbed for project completion.

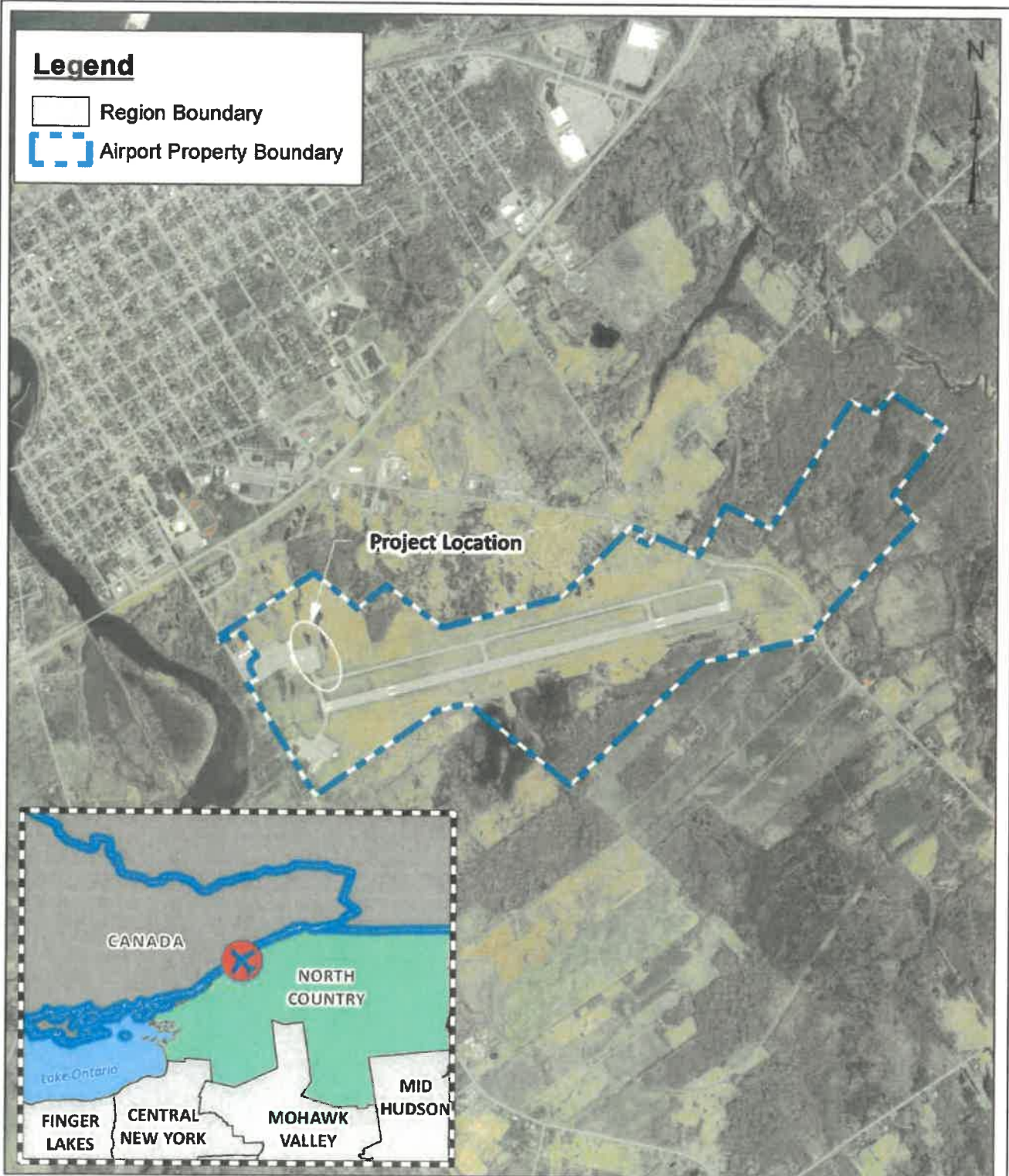
A NYSDEC SPDES Stormwater Construction Permit will be obtained to ensure the project is designed with appropriate erosion and sediment controls and post-construction stormwater management features. Erosion and sediment control measures / best management practices (BMPs) will be installed to ensure downstream waters and adjacent wetlands are protected from the proposed construction.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Ogdensburg Bridge and Port Authority	
Name of Lead Agency	Date
Steve Lawrence	Executive Director
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Legend

-  Region Boundary
-  Airport Property Boundary



OGDENSBURG INTERNATIONAL AIRPORT
OGDENSBURG, NY

PROJECT LOCATION MAP

SCALE :	DATE :	FIGURE :
AS SHOWN	OCTOBER 2022	1



K:\Ogdensburg\6 CIP - 12 Year Plan\08-Upstate Airport Competition\FAA NEPA documentation\Location Map.mxd

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Airport data provided by ESRI
Region data provided by McFarland Johnson

**OGDENSBURG BRIDGE & PORT AUTHORITY
NOVEMBER 10, 2022 BOARD MEETING**

Agenda Item D. Ogdensburg International Airport
2) Approval of the Sale of the Double Wide Modular Home

REPORT:

The 2003 Colony 28' X 68', Double Wide Modular Home located on NYS Rt 68 is no longer in use and needs to be removed from the property. The OBPA Board of Directors designated the modular home as surplus property in April 2021. The OBPA advertised the sale of this modular home for the second time in April 2021 at a minimum bid of \$30,000, in an "as is, where is" condition. There were no bids submitted.

The Authority has received a purchase offer for the 2003 Colony 28' X 68', Double Wide Modular Home located on NYS Rt 68 from Braden Dickinson for the amount of \$10,500. The purchase offer amount is below the April 2022 minimum bid of \$30,000 and shall be considered a disposal by negotiation as outlined by policy and is authorized by the Authority's enabling Legislation. An explanatory statement shall be prepared by the Contracting Officer or designee as required by the "Disposition of Property Policy."

As part of this solicitation, the purchaser will be responsible for removing, loading, and transporting the modular home at its own expense. Proof of liability insurance will be required for removal.

Staff recommends the sale of the 2003 Colony 28' X 68', Double Wide Modular Home located on NYS Rt 68 as surplus property to Braden Dickinson for the amount of \$10,500.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to proceed with the sale of the 2003 Colony 28' X 68', Double Wide Modular Home located on NYS Rt 68 to Braden Dickinson for the amount of \$10,500.

INITIATOR/PREPARER: Steve Lawrence APPROVED BY: 

MOTION PASSED BY : _____ Unanimous: Yes No

SECONDED BY: _____ Abstained By: _____

Bradán Dickinson

10/18/2022

469 East Dekalb Road

Dekalb Junction, NY 13630

315-854-0834

315-566-9008

To: O.B.P.A. Board of Directors

I am writing this letter in regards to a Double Wide, Manufactured house on your property at 6807 State highway 68, Ogdensburg, NY. I am Interested in purchasing this house. I have spoke with Steve Lawrence regarding this home, and with his permission I have went and looked at this unit. I found the home in worst shape than I expected. I found the home will need major repairs do to missing / split roof cap and sitting with no heat. Weather has penetrated through the holes in the roof and destroyed the end wall, roof, and the master bathroom from ceiling to floor, as well as some of the plumbing. Even with the needed repairs and moving of the unit I am willing to offer what I feel is a reasonable offer of \$10,500. If you consider my offer or would like to discuss this further with me, I can be reached at above address and/or phone numbers. Thank you for taking the time to consider my offer. I look forward to hearing from you in the near future.



Best Regards

Bradán Dickinson

OGDENSBURG BRIDGE & PORT AUTHORITY
November 10, 2022, BOARD MEETING

Agenda Item D. Ogdensburg International Airport
3) Approval of Grant with the New York State Department of Transportation

REPORT:

The Authority has received an Aviation Project Funding Agreement from the New York State Department of Transportation (NYSDOT) which provides for Terminal Renovation/Expansion & Exterior Improvements at the Ogdensburg International Airport, project identified as NYDOT PIN 7A03.01.

The Ogdensburg Bridge and Port Authority (OBPA) desires to advance the Project by committing funds for the local match, the breakdown of the funding shares being:

New York State Department of Transportation	\$18,000,000
Ogdensburg Bridge & Port Authority	\$26,316
Other Necessary Funding (FAA, AIP, PFC)	\$2,287,898
	<u>\$20,314,214</u>

Staff recommends acceptance of a grant offer from the New York State Department of Transportation (NYSDOT) for work at the Ogdensburg International Airport described as "Terminal Renovation/Expansion & Exterior Improvements at the Ogdensburg International Airport", identified as NYDOT PIN 7A03.01.

RESOLUTION:

RESOLVED, that the Executive Director of the Ogdensburg Bridge and Port Authority is hereby authorized and directed to execute all necessary Agreements on behalf of the Ogdensburg Bridge and Port Authority with New York State Department of Transportation in connection with the Project, and be it:

FURTHER RESOLVED, that the Ogdensburg Bridge and Port Authority desires to advance the Project by committing funds for the local match, the breakdown of the funding shares being:

New York State Department of Transportation	\$18,000,000
Ogdensburg Bridge & Port Authority	\$26,316
Other Necessary Funding (FAA, AIP, PFC)	\$2,287,898
	<u>\$20,314,214</u>

FURTHER RESOLVED, that a Certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it;

FURTHER RESOLVED, that this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF)

I, _____, Secretary of the OBPA Board of Directors, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of _____, New York, this _____ day of _____, 2022.

(Secretary, OBPA Board of Directors)

INITIATOR/PREPARER: Steven Lawrence

APPROVED BY: 

MOTION PASSED BY: _____ Unanimous: Yes No

SECONDED BY: _____ Abstained By: _____

AVIATION PROJECT FUNDING AGREEMENT

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")

and

the Ogdensburg Bridge & Port Authority with its office at Ogdensburg, New York

This agreement identifies the allocation of responsibility for administration, establishes the method and provision for funding and implementation of an aviation project pursuant to appropriation as such project is more fully described by Schedule A-1 annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement. The project shall be identified for the purposes of this agreement Terminal Renovation / Expansion & Exterior Improvements at Ogdensburg International Airport (as more specifically described in Schedule A-1, or supplemental Schedule A's, the "Project").

WITNESSETH:

WHEREAS Section 14-l of the Transportation Law authorizes the NYSDOT Commissioner to implement the Upstate Airport Economic Development and Revitalization Program; and

WHEREAS the NYSDOT Commissioner has additional broad authority with regard to the administration, maintenance, and development of airport facilities in New York State; and

WHEREAS pursuant to authorizations and appropriations therefore, NYSDOT and the Sponsor are desirous of progressing the Project; and

WHEREAS the Sponsor attests that the Project has a useful service life as stated on the Schedule A-1 included herein; and

WHEREAS the Sponsor will administer the Project and submit to NYSDOT for funding of eligible Project costs pursuant to this Agreement; and

WHEREAS, the Legislative or governing Body of the Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project and the terms and provisions of this Agreement and has further authorized the _____ of the Sponsor to execute this Agreement on behalf of this Sponsor (copy of such Resolution is attached to and made a part of this Agreement); and

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement: This document titled "Aviation Project Funding Agreement"
- Schedule A-1: Description of Project and Funding
- Schedule B: Phases, Sub-phase/Tasks, and Allocation of Responsibility
- Appendix A: Standard Clauses for New York State Contracts
- Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act)
- Appendix B: Minority and Women-Owned Business Enterprises(M/WBE) -Service Disabled Veteran Owned Businesses (SDVOB)-Equal Employment Opportunity (EEO) Policy Statement
- Appendix C: Goals for Equal Employment Opportunity (EEO) Participation
- Appendix D: Additional Insurance Coverages for Contracts*

- Resolution(s) – duly adopted municipal, or as applicable, corporate resolution(s) authorizing the appropriate official of the Sponsor to execute this Agreement on behalf of the Sponsor and appropriating the funding required, therefore.

2. *General Description of Work.* The Sponsor shall procure and provide all services, materials, and equipment necessary to complete the Project as more particularly described in Schedule A-1 and Scope of Work described in Schedule B. The Sponsor will submit to NYSDOT proposals related to design and scheduling for each item identified in Schedule B. NYSDOT must accept the submitted proposal related to each Schedule B item prior to the Sponsor procuring or providing services, materials, or equipment related to that Schedule B item. Additionally, the Sponsor will submit to NYSDOT any proposed contractor, consultant, sub-contractor, or sub-consultant to be retained in connection with the Project, and NYSDOT must accept the proposed entity prior to that entity commencing work on the Project.

3. *Maintenance.* Upon completion and acceptance of the Project Facilities by Sponsor, Sponsor shall certify in writing to the NYSDOT Commissioner that the Project Facilities have been completed. Upon its completion, Sponsor will operate and maintain the Project facilities as well as ancillary facilities useful or necessary to the function of said facilities, at its own expense in accordance with the requirements of the NYSDOT Commissioner for the period of time corresponding to the period of useful life for such project as determined by Section 61 of the State Finance Law. If the Sponsor intends to have the project facilities maintained by another party, any necessary maintenance contract shall be executed and submitted to NYSDOT before construction commences.

4. *Disposition of Project Facilities.* Sponsor agrees, that during the period of time during which Title to the Project Facilities paid for by the State is held by the State or in any event if funding of the State's share is from the proceeds of bonds or other obligations issued by the State or any of its public benefit corporations, such Project Facilities shall not be sold, rendered unusable, relinquished, discontinued or disposed of by Sponsor without the express written consent of the NYSDOT Commissioner having first been obtained. In the event of such approved disposition Sponsor shall either cause the purchaser or transferee to assume Sponsor's continuing obligations under this Agreement or shall reimburse NYSDOT for the pro-rata share of the grant over the remaining useful life of the Project.

5. *Method of Performance of Work.* Sponsor agrees to undertake or cause to be undertaken and to proceed expeditiously with and complete the project as approved by the NYSDOT Commissioner and as described in the Scope of Work, and to complete or cause to be completed said work within the time limits specified in said Scope of Work. The work shall be performed by Sponsor's own forces or by contract or contracts entered into by the Sponsor in accordance with applicable law and the requirements of this Agreement. Sponsor agrees to obtain or cause to be obtained all approvals, permits and licenses necessary to progress the work, and also agrees to comply or cause to be complied with all applicable Federal, State and Local Laws which in any way impact work to be accomplished by the project. In complying with the requirements of Section 5, the Sponsor must also comply with the terms and conditions of Section 2.

6. *Funding of Project Costs.* State financial assistance hereunder shall be in the form of a grant as more specifically described in Schedule A-1. Sponsor shall be responsible for any remaining share of the cost of the Project, if any. If necessary to the Project, Sponsor shall provide proof of availability of additional funds to undertake the Project prior to performance of work. Sponsor shall make reasonable efforts to secure federal assistance, if any, for the project. Compliance with the terms and conditions of this Agreement is a prerequisite to State financial assistance.

In the event that federal assistance which was not included in the calculation of the state financial assistance becomes available to the Sponsor, the amount of the state financial assistance shall be recalculated by reducing the amount of the state financial assistance to the extent necessary to ensure that the state financial assistance, when combined with the federal assistance, does not exceed Project costs.

6.1 *Limits of Funding.* Subject to the terms of the appropriation, NYSDOT agrees to make available funds up to the amount identified as State Aid in Schedule A-1 for eligible Project costs incurred by the Sponsor in the performance of the Project, as the Project and the funding therefore is more fully described in Schedules A-1 and B. Project Costs in excess of State funds available for the work shall be the responsibility of Sponsor. Prior to start of construction, Sponsor shall certify the source and availability of funds for Project Costs which are in excess of State funds being made available under this Agreement. If the Sponsor loses funding eligibility, the State shall not be liable for any Project Costs whatsoever.

6.2 *Eligible Project Costs.* NYSDOT will fund eligible Project costs incurred by the Sponsor in connection with the work covered by this Agreement. Eligible Project Costs shall include, but not be limited to, costs of acquisition, construction, repair, reconstruction, renovation and such other costs associated with the Project as are approved by NYSDOT as reasonable and necessary in the performance of the Project. Eligible Project Costs shall also include salaries and wages to employees of the Sponsor who are engaged in carrying out the Project, fees to consultants and professionals retained by the Sponsor for planning and performing the Project. No Project costs will be deemed Eligible Project Costs absent compliance with the terms and conditions of this Agreement.

In no event shall this Agreement create any obligation to the Sponsor for funding or reimbursement of any amount in excess of the lower of:

- (a) the amount stated in Schedule A-1 for the State share of Project Costs; or
- (b) the amount so stated in Schedule A-1 as it is made available pursuant to certificate of the Division of the Budget; and
- (c) amounts described in the preceding paragraphs (a) or (b), less any duplicative funding of the same Project costs from other State sources.

7. *Payments to Sponsor.* For work performed by or through the Sponsor, NYSDOT will fund or reimburse Eligible Project Costs either during the progress of construction or following completion of construction in accordance with NYSDOT policy and procedures.

7.1 *Progress Payments.* Sponsor may be reimbursed in progress payments, for eligible Project costs incurred by Sponsor in conformity with Schedule A-1, upon submission of a voucher by Sponsor in a form acceptable to NYSDOT.

7.2 *Final Payment.* Final payment to sponsor shall be made upon the application of Sponsor to NYSDOT, on a basis of work accomplished, upon submission of vouchers to the State, the submission of a Project Completion Report (hereinafter defined) together with such data as NYSDOT deems necessary to assure compliance with this Agreement evidencing that the work of the Project is completed.

Upon the completion of all said work by Sponsor pursuant to this Agreement, a final statement of costs shall be submitted to the State within one hundred eighty (180) days. Upon receipt of the final statement of costs by the NYSDOT Commissioner, the NYSDOT Commissioner will conduct an audit of the Sponsor project account records within one hundred eighty (180) days to determine the resources applied or used by Sponsor in fulfilling the terms of this Agreement.

7.3 *Payment Certification.* Each payment request will contain a certification by Sponsor that: (1) payment requests do not duplicate reimbursement of Project costs being funded from other sources; and (2) payment requests are for Eligible Project Costs.

In the event that any payments are made by the State to the Sponsor for costs incurred by Sponsor, which are subsequently determined to be ineligible for reimbursement under this Agreement, State may retain an amount equal to any such excess payments from any monies then or which may become due and owing to Sponsor under the Agreement, or Sponsor shall repay such amounts to State within forty-five (45) days from the date Sponsor receives notice of such determination of ineligibility.

All costs submitted by Sponsor shall be in conformity with accounting procedures acceptable to NYSDOT and shall be subject to approval by NYSDOT Commissioner, and to audit by the NYSDOT Commissioner and the State Comptroller. All requests for reimbursement shall be accompanied by appropriate supporting documentation including, but not limited, to the following: Inspector's Reports with associated invoices and receipts, Engineer's Diary, and the Engineer's recommendation(s) for payment to the Contractor.

All costs charged to the project shall be properly supported by executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges.

8. *Compliance.* The Sponsor agrees that in addition to the requirements of the Agreement, funding is contingent upon the Sponsor's compliance with the applicable requirements of the "Local Projects Manual" (LPM) located on NYSDOT's web site at: <https://www.dot.ny.gov/plafap>, as such may be amended from time to time. The Sponsor shall also comply with all aviation industry standards and regulations such as those of the Federal Aviation Administration (FAA), Transportation Security Authority (TSA), Custom Boarder Protection (CBP) and other appropriate entities, as needed to perform the work.

9. *Supplemental Agreement or Supplemental Schedule A-1.* Supplemental Agreements or Supplemental Schedules A-1 may be entered by the parties and must be approved in the manner required for a State contract. In the event Project cost estimates increase over the amounts provided for in Schedule A-1 or one or more supplemental Schedules A-1 as may hereafter be developed by the parties, no additional reimbursement shall be due to the Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A-1 for reimbursement or additional Eligible Project Costs.

10. *Project Completion Report.* Sponsor shall in 6 months from Project completion or final reimbursement by NYSDOT, whichever is earlier, submit a Project Completion Report to NYSDOT describing the sources and uses of all Project-related funds, including non-State funds, and the programmatic accomplishments of the Project.

11. *Records and Accounts.* Sponsor shall maintain accurate records and accounts of all financial transactions which show in detail all income and all expenditures, including but not limited to, payments for eligible Project costs. Said records shall include the amount of payment by the State, the amount of federal assistance if any received by the municipality for the project and all monies expended by the municipality for the project. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards. All expenditures of the grant reimbursed monies shall be supported by invoices and/or other documentation sufficient to establish that such monies have been used in accordance with the terms of this Agreement. The NYSDOT Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to Sponsor's financial transactions, including the expenditure of the grant and all other funds secured and services rendered for the benefit of Sponsor in connection with the Project. Sponsor shall maintain records relating to this Agreement for not less than thirty-six (36) years after the date of completion.

12. *Ethics.* No member of Sponsor's governing body, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefore from NYSDOT.

13. *NYSDOT Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project, its use and operation.

14. *Failure to Diligently Progress Project or Loss of State or Federal Participation.* If NYSDOT determines that the Sponsor has failed to diligently progress the project, or in the event the Sponsor withdraws its approval of the project, or the Sponsor suspends or delays work on the Project such that it cannot be reasonably completed, or takes other action that results in the loss of state participation and/or federal participation, including the loss of State administration of Federal aid to the Sponsor, for the costs incurred pursuant to this agreement, the Sponsor shall refund to the State all reimbursements received from or through the State. The State may offset any other State aid due to the Sponsor by such amount and apply such offset to such repayment obligation of the Sponsor.

15. *Inspection and Audit.* Sponsor shall permit the authorized representative of NYSDOT and/or the State Comptroller to inspect and audit all books, records and accounts of Sponsor pertaining to the Project under this Agreement. Sponsor shall notify NYSDOT of any audit by any governmental agency of any projects, operations, or reports of Sponsor within five (5) days of receiving information relating thereto.

16. *Term of Agreement.* As to the Project and Term are identified in Schedule(s) A-1 executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A-1 as of the date of such supplemental Schedule(s) A-1. This agreement shall only remain in effect for so long as State aid funding authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefore are eventually enacted.

17. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executor only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purpose hereof.

18. *Sponsor Liability*

18.1 The Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors, or others in connection therewith. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

18.2 The Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement. Negligent performance of service within the meaning of this Article shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

19. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

20. *Insurance.* Said insurance policies shall name the People of the State of New York, New York State, its officers, agents and employees as additional insureds thereunder. Upon written request by the State, the Sponsor shall furnish to the State a letter certifying that the State of New York, and other required insureds, have been named as additional insureds to such policy. The kinds and amounts of insurance required are as follows:

20.1 *Worker's Compensation and Disability Benefits.* Policy covering the obligations of Sponsor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless Sponsor procures such policy and maintains it until final acceptance of all work described herein.

20.2 *For construction and operating support projects,* Comprehensive General Liability Insurance, including airside liability coverage, insuring Sponsor and as additional insureds, NYSDOT and its employees with respect to all operations under this Agreement by Sponsor, including such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of \$2 million per occurrence/\$4 million aggregate for all damages arising out of

personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction during the policy period.

20.3 *Automobile Liability and Property Damage Insurance.* Subject to the same required level of coverage set forth in §20.2 above, a policy covering the use in connection with the work covered by the Agreement of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by New York State law to bear, license plates.

20.4 *Umbrella or Excess Liability Insurance* When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth, and shall be sufficient to provide, when combined with the Commercial General Liability, no less than the minimum coverage set forth in Appendix D Additional Insurance Coverages for Contracts*. The policy or policies shall provide insurance insuring against liability arising from premises (including loss of use thereof), operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage.

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

21. *Optional Insurances.* If the Sponsors invokes such coverage, the Sponsor shall require insurance in the manner set forth below.

21.1 *Builders Risk Insurance.* The Contractor must supply Builders Risk insurance policy covering at minimum loss due to collapse, fire, flood, wind damage and transit and theft of building materials, with limits of coverage of not less than 80% of the completed structure value, covering the total value of work performed and equipment, supplies and materials at the location of the Work as well as at any off-site storage locations. If the Project includes renovations of existing facilities, the policy must cover the existing facilities and any new work. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance, or regulation, and for loss or damage to any property of the insured's held in the Contractor's care, custody and/or control.

21.2 *Professional Liability/Errors and Omissions.* The Contractor shall maintain at its own expense or shall require to be maintained, such insurance as is customary to compensate the Department for any claims or losses that occur because of Contractor's errors, omissions, malpractice or breach of professional obligations. Such policy or policies may be written on a claims-made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than \$250,000 subject to approval by the Department, such approval not to be unreasonably withheld, except that it is also agreed that the Department may withhold payment for services rendered under this contract in the event, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount no less than the minimum coverage set forth in Appendix D Additional Insurance Coverages for Contracts*.

21.3 *Pollution Liability* The Contractor shall maintain at its own expense, or shall require to be maintained, either through an endorsement to a commercial general liability policy or through a separate policy not to be

combined with any other coverage, insurance protecting Contractor and the Department from the liability and financial loss relating to Contractor's contamination of soil and the accidental release of petroleum products, chemicals and/or toxic gases from broken pipelines, utilities and stationary and mobile fuel tanks that can result from Contractor's operations. Such coverage shall be written on policy form providing coverage for contamination both on and off the leased premises and shall provide coverage in an amount no less than the minimum coverage as set forth in Appendix D Additional Insurance Coverages for Contracts*.

22. *Assignment or Other Disposition of Agreement.* The Sponsor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

23. *Procurement Standards.* Sponsor will award contracts funded pursuant to this Agreement in accordance with procurement laws applicable to Sponsor and otherwise in accordance with the requirements of this Agreement. All Project contracts awarded by the Sponsor must contain incentive/disincentive scheduling provisions.

24. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are specified set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this contract.

25. *E-Mail Provision Notice.*

- 25.1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- (a) via certified or registered United States mail, return receipt requested
 - (b) by personal delivery
 - (c) by expedited delivery service
 - (d) by e-mail.

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

State of New York Department of Transportation

Name: Keely Bannister
Title: Intermodal Transportation Specialist 2
Address: NYSDOT Aviation Bureau
50 Wolf Road, P.O.D. 5-4
Albany, NY 12232
Telephone Number: (518) 485-5008
Cell Phone:
E-Mail Address: keely.bannister@dot.ny.gov

Sponsor:

Name: Mr. Steve Lawrence
Title: Executive Director
Address: One Bridge Plaza, Ogdensburg, NY 13669
Telephone: (315) 393-4080 Ext.226
Facsimile Number: (315) 393- 7068
E-Mail Address: slawrence@ogdensport.com

25.2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

25.3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

26. *Electronic Contract Payments.* Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Instructions and authorization forms are available at the State Comptroller's website at <https://www.osc.state.ny.us/state-vendors>, by E-mail at epunit@osc.state.ny.us. The contracting Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

27. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to the following:

27.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements thereunder relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

27.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a **Sponsor** shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

27.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

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

Assigned M/WBE and SDVOB goals must be included in the **Sponsor's** proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

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

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

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

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

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

27.2 [New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act](#), including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at www.dot.ny.gov/programs/smart-planning/smartgrowth-law.

28. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Aviation Capital Grant Program Guidelines and in accordance with current Federal and State laws, rules, and regulations or as requested by NYSDOT. Reporting forms and schedules will be provided by NYSDOT as reporting requirements are identified.

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and **Sponsor** has caused this instrument to be signed by its duly authorized officer.

SPONSOR:

By: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known, who, being by me duly sworn did depose and say the he/she resides at _____;

that he/she is the _____ of the **Sponsor** described in and which executed the above instrument; that he/she was authorized to execute the document on behalf of said **Sponsor** pursuant to a resolution which was duly adopted on _____ and to which a certified copy is attached and made a part hereof.

Notary Public

APPROVED FOR NYSDOT:

BY: _____
For the Commissioner of Transportation

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

DATE: _____

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
NYS Attorney General

COMPTROLLER'S APPROVAL:

BY: _____

For the NYS Comptroller pursuant
to Section 112, State Finance Law

Aviation Project Funding Agreement - Schedule A-1

OSC Contract # K007496

Project Commencement Date: 9/14/2022

Project Completion Date: 9/13/2027

Construction Completion Date: 1/1/2025

AGREEMENT PURPOSE **MAIN** Agreement **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (as shown in tables below):

Grant Agreement

PROJECT TYPE:

Airport Improvement

PROJECT IDENTIFICATION NUMBER:

7A03.01

DESCRIPTION OF WORK:

Terminal Renovation project consisting of the following:

1. Installation of upgraded security doors and sprinklers.
2. Installation of the ultraviolet disinfection treatment within the heating, ventilation and air conditioning system.
3. Installation of upgraded WiFi for passenger benefit.
4. Installation of new passenger information display systems.
5. Construction of sanitation and water fill stations.

Terminal Expansion project consisting of the following:

1. Addition of a multi-purpose, flexible great room.
2. Expansion of lobby for check-in, ticketing, and baggage drop.
3. Expansion of the screening area, concession area and baggage claim area.
4. Construction of additional post-security restrooms, lactation room and relief area.

Exterior Improvements project consisting of the following:

1. Construction of an extended entrance canopy with an elongated curbside drop-off/pick-up area.
2. Construction of a new canopy over outdoor portions of the baggage claim area.
3. Construction of a courtyard featuring seating area with tables, chairs, and planters.
4. Installation of solar panels and electrical passenger vehicle/equipment charging stations.
5. Safety improvements for passengers walking between the plane and terminal building.
6. Renovation of the façade.

Aviation Project Funding Agreement - Schedule A-1

The sponsor attests that the above Project has a useful service life of 30 years.

Location: 5900 State Highway 812, Ogdensburg, NY 13669

Owner/Operating and Maintenance Responsibility: Ogdensburg Bridge and Port Authority

Type of Airport Organization:

- Municipality
 Public Authority
 Not-for-Profit Corporation
 Public Benefit Corporation
 Business Corporation
 Partnership
 Proprietorship

B. SUMMARY OF ELIGIBLE PROGRAM COSTS-			
UPSTATE AIRPORT DEVELOPMENT & REVITALIZATION		OTHER NECESSARY FUNDING (FAA AIP, PFC, Other NYS)	TOTAL
GRANT	LOCAL SHARE ()		
\$18,000,000	\$26,316	\$2,287,898	\$20,314,214

Project is: (check which applies)
 part of an approved airport layout plan, OR
 consistent with an approved airport layout plan

SCHEDULE B:

Phases and Sub-phase/Tasks Responsibility of Sponsor

A. Preliminary Engineering (“PE”) Phase
1. <u>Scoping</u> . Prepare & distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.
2. Perform data collection and analysis for design, including passenger enplanements, cargo data, traffic counts and forecasts, land use and development analysis and forecasts.
3. <u>Preliminary Design</u> : Prepare & distribute Design Report, including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design Sub-phases or tasks and/or to secure the approval/authorization to proceed.
4. Review & Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.
5. Obtain aerial photography and photogrammetric mapping.
6. Conduct any required soils and other geological investigations.
7. Perform all surveys for mapping and design.
8. Define Consultant Scope of Services for detailed design.
9. <u>Detailed Design</u> : Perform all project design, including building, mechanical, electrical, and plumbing plans that may have to comply with Wicks Law, preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , latest FAA advisory circulars, TSA and CBP requirements, NYSDOT Airport design standards, including pavement evaluations, including taking and analyzing cores; design of pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design; and all design appurtenances & systems (e.g., signage, signals, IT/Communications, security), and maintenance and protection of traffic plans.
10. Submission of progress construction plans that are approximately 40% complete and Construction Safety Phasing Plan (CSPP) document.
11. Perform landscape design (including erosion control).
12. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey, and stormwater management.
13. Submission of Advanced Detail Plans that are approximately 75% complete.

14. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separately, any portions of the project which may be more appropriately progressed separately and independently.

15. Submission of PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements (including Buy America/American), and any other contract documents necessary to advance the project to construction.

16. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.

17. Determine the need and apply for any required permits, including FAA, TSA, CBP, Homeland Security, NYSOGS building permit, U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), NPDES, SPDES, NYSDOT Highway Work Permits, NYSOGS building permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessments and special districts.

18. Prepare and execute any required agreements, including:

- Railroad force account
- Maintenance agreements for sidewalks, lighting, signals, betterments
- Betterment Agreements
- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.

19. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions

B. Construction (C), Supervision (C/S) and Inspection (C/I) Phase

1. Advertise contract lettings and distribute contract documents to prospective bidders.

2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).

3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.

4. Compile and submit Contract Award Documentation Package.

5. Review and approve any proposed subcontractors, vendors, or suppliers.

6. Conduct & control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records & files, including all diaries & logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies & labor for the performance of the work on the project, and ensure that the proper materials, human resources, methods, and procedures are used.

7. Test and accept materials, including review and approval for any requests for substitutions.

8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.

9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.

10. Review and approve all shop drawings, fabrications details, and other details of structural work.

11. Administer all construction contract claims, disputes or litigation.

C. Reimbursement Requirements

1. The following documentation must accompany all reimbursement requests (as applicable):
 - a. NYSDOT Grant Reimbursement Checklist
 - b. Cover Sheet
 - c. Project Tracking Sheets
 - d. Progress Schedule
 - e. FIN 190-a Payment Request
 - f. Consultant/Contractor/Subcontractor invoices
 - g. AIA Form G702-1992 (or later) and G701 or G703, if necessary (contractors only)
 - h. Registration, training, and use of Equitable Business Opportunities (EBO) reporting system
 - 1.h.1 Registration:
<https://www.dot.ny.gov/portal/page/portal/dotapp/ebo/instructions>.
 - 1.h.2. Training: <http://www.ebotraining.com/trainlogin.aspx>
 - i. Verification of payments
 - j. Monthly Subcontract Report (D/M/WBE/SDVOB participation percentage and project goals)
 - k. AAP 35LL Workforce Participation Plan
 - l. AAP 22LL D/M/WBE/SDVOB Material Supplier Commitment (material suppliers only)
 - m. AAP 23LL D/M/WBE/SDVOB Trucking Commitment Information (trucking operations only)
 - n. AAP 10LL D/M/WBE/SDVOB Solicitation Log (when participation goals are not met only)
 - o. SPT 15 NYSDOT Summary Payment Tracking
 - p. Buy America/American Tracking

D. Closeout Requirements

1. The following documentation must be provided for project closeout (as applicable):
 - a. EEO documentation inclusive of all contractors and subcontractors
 - b. D/M/WBE and SDVOB attainment documentation including approved waiver form and GFE documentation if goals are not met (based on funding source, the appropriate goals will be applied)
 - c. FAA Part 26 DBE Uniform Report of DBE Commitments/Awards and Payments and evidence of approval, as applicable

- d. Sponsor certification attesting that all work has been performed in accordance with the grant provisions
- e. SPT 15 NYSDOT Summary Payment Tracking
- f. As-Built Documentation
- g. Operation & Maintenance Manuals
- h. Warranties

E. Project Specific Requirements (as applicable):

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women- owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbcertification@esd.ny.gov

<https://ny.newnyccontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT

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

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

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

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

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

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

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

before the contract assignment will be approved by the State.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

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

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

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

APPENDIX B

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

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for Ogdensburg Bridge & Port Authority adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at Ogdensburg International Airport

(Insert project/service description)

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

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

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.

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

(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

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

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # K007496) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	16.00%	18.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	19.00%	7.00%	6.00%
CN: Construction	8.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	5.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY21-22 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

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

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

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by

APPENDIX B

submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

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

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

Signature: _____

Title: _____

Name: _____

Date: _____

Appendix C

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

GOALS FOR MINORITY PARTICIPATION

COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	* Richmond	
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	* Kings		St. Lawrence	2.5
* Bronx		Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	* New York		Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	* Queens		Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond.

Electricians.....	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers.....	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers.....	24.6 to 25.6	Iron workers (ornamental).....	22.4 to 23.0
Painters.....	26.0 to 28.6	Cement masons.....	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers.....	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers.....	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters.....	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers.....	13.0 to 15.5
		All others	16.4 to 17.5

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

(43 FR 14888 – 4/7/1978)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

Appendix D Additional Insurance Coverages for Contracts*

Insurance Type	Contract Value			
	\$0-\$10,000,000	\$10,000,000.01 – \$20,000,000	\$20,000,000.01 – \$100,000,000	Over \$100,000,000
Umbrella / Excess Liability	At least \$9 million when combined with CGL	At least \$11 million when combined with CGL	At least \$15 million when combined with CGL	At least \$22 million when combined with CGL
Professional Liability / Errors & Omissions (DESIGN BID BUILD)	Design Bid Build \$1 million per occurrence, \$1 million aggregate	Design Bid Build \$1 million per occurrence, \$1 million aggregate	Design Bid Build \$1 million per occurrence, \$1 million aggregate	Design Bid Build \$1 million per occurrence, \$1 million aggregate
Professional Liability / Errors & Omissions (DESIGN BUILD)	Design Build \$2 million per occurrence, \$2 million aggregate	Design Build \$2 million per occurrence, \$2 million aggregate	Design Build \$3 million per occurrence, \$3 million aggregate	Design Build \$4 million per occurrence, \$4 million aggregate
Pollution Legal Liability	\$1 Million per occurrence, \$1 million aggregate	\$1 Million per occurrence, \$1 million aggregate	\$1 Million per occurrence, \$1 million aggregate	\$1 Million per occurrence, \$1 million aggregate

*Requirements set forth in this appendix are not comprehensive; the State and Local Agreement sets forth comprehensive contractual requirements.

STATE ENVIRONMENTAL QUALITY REVIEW

In accordance with the rules, regulations and procedures adopted by

Ogdensburg Bridge & Port Authority

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

- checkbox Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
checkbox Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
checkbox Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
checkbox Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
checkbox Type II Action
checkbox Ministerial Act
checkbox Exempt Act

PROJECT DESCRIPTION

Terminal Renovation project consisting of the following: 1. Installation of upgraded security doors and sprinklers. 2. Installation of the ultraviolet disinfection treatment within the heating, ventilation and air conditioning system. 3. Installation of upgraded WiFi for passenger benefit. 4. Installation of new passenger information display systems. 5. Construction of sanitation and water fill stations. Terminal Expansion project consisting of the following: 1. Addition of a multi-purpose, flexible great room. 2. Expansion of lobby for check-in, ticketing, and baggage drop. 3. Expansion of the screening area, concession area and baggage claim area. 4. Construction of additional post-security restrooms, lactation room and relief area. Exterior Improvements project consisting of the following: 1. Construction of an extended entrance canopy with an elongated curbside drop-off/pick-up area. 2. Construction of a new canopy over outdoor portions of the baggage claim area. 3. Construction of a courtyard featuring seating area with tables, chairs, and planters. 4. Installation of solar panels and electrical passenger vehicle/equipment charging stations. 5. Safety improvements for passengers walking between the plane and terminal building. 6. Renovation of the façade.

Authorized Signature
Title
Date