

OGDENSBURG BRIDGE & PORT AUTHORITY
BOARD MEETING
THURSDAY, JULY 14, 2022

A meeting of the Board of Directors of the Ogdensburg Bridge and Port Authority was held in the Board Room of the Administration Building on Thursday, July 14, 2022 at 4:00 PM.

The following were present:

Vernon D. Burns, Chairperson
Megan J. M. Whitton, Vice-Chairperson
Christopher B. T. Coffin, Treasurer
David D. King, Secretary
Jennifer Quirk-Pickman, Assistant Treasurer
Nicole A. Terminelli, Assistant Secretary (left at 4:30)
Toni A. Kennedy, Member

ALSO: Jennifer Granzow, Counsel
Steven J. Lawrence, Executive Director
Patricia A. Nisco, Chief Financial Officer
Stephanie L. Saracco, Airport Manager
Anthony Adamczyk, Director of Economic Development

- I. Chair Burns called the meeting to order at 4:30 PM.
- II. Letters and Communications to the Board. There were some news articles pertaining to the Authority and a letter from the St. Lawrence County Board of Legislators, accompanying a resolution in opposition to “Buy American” salt legislation. Executive Director Steven J. Lawrence thanked the city’s Department of Public Works staff for the prompt repair of a watermain break at the Port.
- III. Approval of Board Minutes. On a motion by Jennifer Quirk-Pickman, seconded by David D. King, the minutes from the June 7, 2022 and June 29, 2022 meetings were approved by voice vote.
- IV. Reports
Presentation and Reports:

Finance Committee Chair Christopher B. T. Coffin reported that the Finance Committee met and reviewed the finances. Mr. Coffin asked Chief Financial Officer Patricia A. Nisco to give the highlights of the May financials. Jennifer Quirk-Pickman reported that the Personnel Committee met on July 7 to review applications for the Director of Operations positions. The Committee will meet again on July 25 to hold interviews. The Bridge Traffic, Airport Activity/Occupancy, Building Occupancy, and Port Activity reports were discussed briefly. Board Chair Vernon D. Burns requested that staff contact the airport consultant and ask for information on low-cost carriers that could be approached to potentially service Ogdensburg International Airport.

V. Unfinished Business.
There was none.

VI. Business Items.

A. General Administration
There was none.

B. Ogdensburg-Prescott International Bridge

1. Approval of Engineering Agreement with Tisdell Associates. As part of the Border Station lease with the General Services Administration, repaving of all the associated asphalt paving has been requested. The pavement was installed in 2003 and is in need of resurfacing. In that time no major asphalt resurfacing work has been performed. Due to the extensive nature of this project, engineering services will be required to perform an evaluation of the Border Station pavement condition. Tisdell Associates has provided the Authority with a Short Form Engineering Agreement for their services for the Border Station pavement evaluation at a fee of \$6,500. Work associated with this project include a visual

asphalt pavement evaluation for the existing Border Station Property pavement. The evaluation will be summarized in a brief written report and on the existing site plan. In addition, Tisdel Associates will provide a written opinion of paving replacement/repair costs. Staff recommends approval of Tisdel Associates' proposal at a fee not to exceed \$6,500. On a motion by Jennifer Quirk-Pickman, seconded by Christopher B. T. Coffin, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Short Form Engineering Agreement with Tisdel Associates for engineering services associated with the Border Station pavement evaluation for a fee not to exceed \$6,500.

A vote was called.

AYES: David D. King
Christopher B. T. Coffin
Jennifer Quirk-Pickman
Vernon D. Burns
Nicole A. Terminelli
Megan J. M. Whitton
Toni A. Kennedy

MOTION CARRIED

C. Commerce Park

1. Approval of Lease Supplement No. 6 with NAC Logistics.

Staff has negotiated Lease Supplement No. 6 with NAC Logistics for 10,000 square feet of commercial space in Building 3 of the Commerce Park Campus for a six (6) month period commencing September 1, 2022 and terminating February 28, 2023 at a rate of \$3.86 per square foot, equaling \$3,216.67 per month, \$19,300.02 for the six (6) month period. NAC Logistics will be responsible for its pro-rated share of utilities. All other terms and conditions of the original Lease Agreement shall remain in full force and effect and are hereby ratified and affirmed. On a motion by Christopher B. T. Coffin, seconded by David D. King, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute Lease Supplement No. 6 with NAC Logistics for 10,000 square feet of commercial space in Building 3 of the Commerce Park Campus for a six (6) month period commencing September 1, 2022 and terminating February 28, 2023 at a rate of \$3.86 per square foot, equaling \$3,216.67 per month, \$19,300.02 for the six (6) month period, and be it;

FURTHER RESOLVED, that NAC Logistics will be responsible for its pro-rated share of utilities, and be it;

FURTHER RESOLVED, that all other terms and conditions of the original Lease Agreement shall remain in full force and effect and are hereby ratified and affirmed.

A vote was called.

AYES: Christopher B. T. Coffin
Jennifer Quirk-Pickman
Vernon D. Burns
Megan J. M. Whitton
Toni A. Kennedy
David D. King

MOTION CARRIED

2. Approval of Lease Supplement No. 10 with T-Base Communications USA. Staff has negotiated Lease Supplement No. 10 with T-Base Communications USA, Inc. for 8,776 square feet of commercial space in Building 6 at the Commerce Park Campus for a three (3) year base period and two (2), one (1) year option periods commencing April 1, 2022 and terminating March 31, 2025 through March 31, 2027 at the rates outlined in the table below:

| Time Period | Price per SF | Monthly Lease Payment | Annual/Total-for-Period Lease Payment |
|-------------------------------|--------------|-----------------------|---------------------------------------|
| 04/01/2022 - 05/31/2022 | \$6.00 | \$4,388.00 | \$8,776.00 |
| 06/01/2022 - 03/31/2023 | \$6.20 | \$4,534.25 | \$45,342.50 |

| | | | |
|-----------------|--------|------------|-------------|
| 04/01/2023 | \$6.40 | \$4,680.50 | \$56,166.00 |
| - 03/31/2024 | | | |
| 04/01/2024 | \$6.61 | \$4,834.08 | \$58,009.00 |
| - 03/31/2025 | | | |
| 04/01/2025 | \$6.87 | \$5,024.25 | \$60,291.00 |
| - 03/31/2026 | | | |
| 04/01/2026 | \$7.14 | \$5,221.75 | \$62,661.00 |
| - 03/31/2027 | | | |

T-Base Communications USA, Inc. is responsible for its pro-rated share of all utilities. All other terms and conditions of the original Lease Agreement shall remain in full force and effect and are hereby ratified and affirmed.

On a motion by David D. King, seconded by Jennifer Quirk-Pickman, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute Lease Supplement 10 with T-Base Communications USA, Inc. for 8,776 square feet of commercial space in Building 6 at the Commerce Park Campus for a three (3) year base period and two (2), one (1) year option periods commencing April 1, 2022 and terminating March 31, 2025 through March 31, 2027 at the rates outlined in the table below:

| Time Period | Price per SF | Monthly Lease Payment | Annual/Total Lease Payment |
|-----------------|--------------|-----------------------|----------------------------|
| 04/01/2022 | \$6.00 | \$4,388.00 | \$8,776.00 |
| - 05/31/2022 | | | |
| 06/01/2022 | \$6.20 | \$4,534.25 | \$45,342.50 |
| - 03/31/2023 | | | |
| 04/01/2023 | \$6.40 | \$4,680.50 | \$56,166.00 |
| - 03/31/2024 | | | |
| 04/01/2024 | \$6.61 | \$4,834.08 | \$58,009.00 |
| - 03/31/2025 | | | |

| | | | |
|-----------------|--------|------------|-------------|
| 04/01/2025 | \$6.87 | \$5,024.25 | \$60,291.00 |
| - 03/31/2026 | | | |
| 04/01/2026 | \$7.14 | \$5,221.75 | \$62,661.00 |
| - 03/31/2027 | | | |

and be it;

FURTHER RESOLVED, that T-Base Communications USA, Inc. is responsible for its pro-rated share of all utilities, and be it;

FURTHER RESOLVED, that all other terms and conditions of the original Lease Agreement shall remain in full force and effect and are hereby ratified and affirmed.

A vote was called.

AYES: Jennifer Quirk-Pickman
Vernon D. Burns
Megan J. M. Whitton
Toni A. Kennedy
David D. King
Christopher B. T. Coffin

MOTION CARRIED

3. Approval of Lease Supplement No. 4 with Day Automation.

Staff has negotiated Lease Supplement No. 4 with Day Automation for 1,235 square feet of commercial space in Building 4 of the Commerce Park Campus for a one (1) year period commencing June 1, 2022 and terminating May 31, 2023 at a rate of \$7.54 per square foot, equaling \$776.00 per month, \$9,312 for the one (1) year period. Day Automation will be responsible for its pro-rated share of utilities. All other terms and conditions of the original Lease Agreement shall remain in full force and effect and are hereby ratified and affirmed. On a motion by David D. King, seconded by Toni A. Kennedy, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute Lease Supplement No. 4 with Day Automation for 1,235 square feet of commercial space in Building 4 of the Commerce Park Campus for a one

(1) year period commencing June 1, 2022 and terminating May 31, 2023 at a rate of \$7.54 per square foot, equaling \$776.00 per month, \$9,312 for the one (1) year period, and be it;

FURTHER RESOLVED, that Day Automation will be responsible for its pro-rated share of utilities, and be it;

FURTHER RESOLVED, that all other terms and conditions of the original Lease Agreement shall remain in full force and effect and are hereby ratified and affirmed.

A vote was called.

AYES: Vernon D. Burns
Megan J. M. Whitton
Toni A. Kennedy
David D. King
Christopher B. T. Coffin
Jennifer Quirk-Pickman

MOTION CARRIED

4. Approval of Lease Supplement No. 2 with Strader-Ferris International Limited.

Staff has negotiated Lease Supplement No. 2 with Strader-Ferris International Limited for 10,143 square feet of commercial space in Building 4 of the Commerce Park Campus for a one (1) year period commencing June 1, 2022 and terminating May 31, 2023 at a rate of \$5.11 per square foot, equaling \$4,319.25 per month, \$51,831.00 for the one (1) year period. Strader-Ferris International Limited will be responsible for its pro-rated share of utilities. All other terms and conditions of the original Lease Agreement shall remain in full force and effect and are hereby ratified and affirmed. On a motion by Jennifer Quirk-Pickman, seconded by Christopher B. T. Coffin, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute Lease Supplement No. 2 with Strader-Ferris International Limited for 10,143 square feet of commercial space in Building 4 of the Commerce Park Campus for a one (1) year period commencing June 1, 2022 and terminating May 31, 2023 at a rate of \$5.11 per square foot, equaling \$4,319.25 per month, \$51,831.00 for the one (1) year period, and be it;

FURTHER RESOLVED, that Strader-Ferris International Limited will be responsible for its pro-rated share of utilities, and be it;

FURTHER RESOLVED, that all other terms and conditions of the original Lease Agreement shall remain in full force and effect and are hereby ratified and affirmed.

A vote was called.

AYES: Megan J. M. Whitton
Toni A. Kennedy
David D. King
Christopher B. T. Coffin
Jennifer Quirk-Pickman
Vernon D. Burns

MOTION CARRIED

D. Ogdensburg International Airport

1. Acceptance of Alternate Essential Air Service Grant Offer with USDOT. The Ogdensburg Bridge and Port Authority has received a grant offer from the United States Department of Transportation (USDOT) to provide Alternate Essential Air Service (AEAS) at the Ogdensburg International Airport. The grant award is in the amount of \$11,218,457 for a 27-month term, beginning July 1, 2022, through September 30, 2024. The grant is payable according to the following schedule:

| | |
|--|--------------------|
| July 1, 2022 – June 30, 2023 | \$4,931,190 |
| July 1, 2023 – June 30, 2024 | \$5,029,814 |
| <u>July 1, 2024 – September 30, 2024</u> | <u>\$1,257,453</u> |
| Total | \$11,218,457 |

On a motion by Jennifer Quirk-Pickman, seconded by Toni A. Kennedy, it was,

RESOLVED, that the Executive Director is hereby authorized to execute all necessary Agreements on behalf of the Ogdensburg Bridge and Port Authority with USDOT to provide Alternate Essential Air Service at Ogdensburg International Airport for a 27-month term, beginning July 1, 2022 through September 20, 2024, in the amount of \$11,218,457, payable according to the following schedule:

| | |
|------------------------------|-------------|
| July 1, 2022 – June 30, 2023 | \$4,931,190 |
|------------------------------|-------------|

| | |
|--|--------------------|
| July 1, 2023 – June 30, 2024 | \$5,029,814 |
| <u>July 1, 2024 – September 30, 2024</u> | <u>\$1,257,453</u> |
| Total | \$11,218,457 |

A vote was called.

AYES: Toni A. Kennedy
David D. King
Christopher B. T. Coffin
Jennifer Quirk-Pickman
Vernon D. Burns
Megan J. M. Whitton

MOTION CARRIED

- Approval of Lease Agreement with Contour Airlines. Staff has negotiated a Lease Agreement with Contour Airlines to lease 560 square feet of space in the Passenger Terminal Building at the Ogdensburg International Airport. Their lease for this space expires on September 30, 2024. This agreement is in alignment with Contour Airlines’ agreement to provide Alternate Essential Air Service to the Ogdensburg International Airport (US DOT Order DOT-OST-1997-2842). Rent and charges will be paid as follows:

| | Amount | Term |
|---|--------------------------------|-------------------|
| Airport Terminal Space | \$100 | Per aircraft turn |
| GSE Storage Space | \$1,500 | Monthly |
| Ramp and Other charges per the OGS Rates and Charges | Further described in EXHIBIT C | N/A |

This Agreement requires Contour to provide proof of the appropriate insurance coverage naming the Ogdensburg Bridge and Port Authority as an additional insured. Contour will also provide a security deposit of \$20,100. On a motion by Christopher B. T. , seconded by __, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Lease Agreement with Contour Airlines for 560 square feet of space in the Passenger Terminal Building at the Ogdensburg International

Airport for the term of July 1, 2022, through September 30, 2024, at the following rates:

| | Amount | Term |
|---|--------------------------------|-------------------|
| Airport Terminal Space | \$100 | Per aircraft turn |
| GSE Storage Space | \$1,500 | Monthly |
| Ramp and Other charges per the OGS Rates and Charges | Further described in EXHIBIT C | N/A |

and be it,

FURTHER RESOLVED, that Contour Airlines shall provide proof of the appropriate insurance coverage naming the Ogdensburg Bridge and Port Authority as an additional insured. Contour will also provide a security deposit in the amount of \$20,100.

A vote was called.

AYES: David D. King
 Christopher B. T. Coffin
 Jennifer Quirk-Pickman
 Vernon D. Burns
 Megan J. M. Whitton
 Toni A. Kennedy

MOTION CARRIED

- Approval of Agreement for Air Services with Contour Airlines. Staff has negotiated an Agreement for Air Services with Corporate Flight Management, Inc. d/b/a/ Contour Airlines, to provide AEAS service at Ogdensburg International Airport, from July 1, 2022 through September 30, 2024, in accordance with 14 C.F.R. Pt. 380, which stipulates 12 flights per week, with service to Philadelphia, at a rate not to exceed the following amounts:

| | |
|--|--------------------|
| July 1, 2022 – June 30, 2023 | \$4,931,190 |
| July 1, 2023 – June 30, 2024 | \$5,029,814 |
| <u>July 1, 2024 – September 30, 2024</u> | <u>\$1,257,453</u> |
| Total | \$11,218,457 |

Board Chair Vernon D. Burns asked what the range of the plane was. Airport Manager Stephanie L. Saracco stated that, although it is the same size as the

SkyWest plane, because it only has 30 seats, it is lighter and, therefore, has a longer range. Ms. Saracco added that if the cost of fuel goes down and ridership remains strong, Contour would consider adding a second destination. On a motion by Jennifer Quirk-Pickman, seconded by David D. King, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute an Agreement for Air Services with Corporate Flight Management, Inc. d/b/a/ Contour Airlines, to provide AEAS service at Ogdensburg International Airport, from July 1, 2022 through September 30, 2024, in accordance with 14 C.F.R. Pt. 380, which stipulates 12 flights per week, with service to Philadelphia, at a rate not to exceed the following amounts:

| | |
|--|--------------------|
| July 1, 2022 – June 30, 2023 | \$4,931,190 |
| July 1, 2023 – June 30, 2024 | \$5,029,814 |
| <u>July 1, 2024 – September 30, 2024</u> | <u>\$1,257,453</u> |
| Total | \$11,218,457 |

A vote was called.

AYES: Christopher B. T. Coffin
Jennifer Quirk-Pickman
Vernon D. Burns
Megan J. M. Whitton
Toni A. Kennedy
David D. King

MOTION CARRIED

4. Approval of Supplemental funding to the FAA to complete testing and acceptance of the Runway 27 MALSF Project. The MALSF project is not complete. The FAA is requesting a supplement for \$42,760 to complete their testing and acceptance of the MALSF system. The FAA is requesting the supplement due to field changes caused by site conditions, in addition to supply chain issues, weather conditions and additional costs for shipping delays. The contractor was granted twenty additional working days to complete the out-of-scope items, which McFarland Johnson received a supplement for as well. The FAA is recommending amending

the original Reimbursable agreement up to the maximum 15%. This would cover \$32,728 of the \$42,760, leaving \$10,032 out of pocket costs to OBPA.

\$42,760
-\$32,728 ($\$218,187 * 15\%$)
\$10,032

The FAA will not complete commissioning of the MALSF system without receiving payment for \$42,760 from OBPA first. The FAA will then reimburse \$32,278 of that back to OBPA. Staff recommends approval of payment of the supplemental amount of \$42,760 to the FAA as quickly as possible to complete this project. On a motion by Christopher B. T. Coffin, seconded by Jennifer Quirk-Pickman, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute a payment of \$42,760 to the FAA to complete their testing and acceptance of the Runway 27 MALSF at Ogdensburg International Airport. The FAA will then reimburse \$32,278 of that back to OBPA, leaving \$10,032 out of pocket costs to OBPA.

A vote was called.

AYES: Jennifer Quirk-Pickman
Vernon D. Burns
Megan J. M. Whitton
Toni A. Kennedy
Christopher B. T. Coffin

NAYS: David D. King

MOTION CARRIED

5. Approval of Property Use Agreement Letter with Marcellus Constructions Company, Inc. Staff has received a request from Marcellus Construction Company, Inc. to use Authority property located north of the Ogdensburg International Airport for a period of approximately two (2) months during the Summer of 2022 for the execution of the NYS Route 812 Sewer Corridor and Treatment Consolidation Project. Marcellus Construction Company, Inc. will be utilizing the

property for directionally drilling under the surface of the ground four entry/exit drill pits and for staging pipe. The Authority will require them to sign a Property Use Agreement Letter which provides for the conditions under which they will need to abide by, such as fully indemnifying the Authority from any liability from their use of the property and leaving the property in good condition. On a motion by David D. King, seconded by Jennifer Quirk-Pickman, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Property Use Agreement Letter with Marcellus Construction Company, Inc. to use Authority property located north of the Ogdensburg International Airport for a period of approximately two (2) months during the Summer of 2022 for the execution of the NYS Route 812 Sewer Corridor and Treatment Consolidation Project. Marcellus Construction Company, Inc. will be utilizing the property for directionally drilling under the surface of the ground four entry/exit drill pits and for staging pipe. The Authority will require them to sign a Property Use Agreement Letter which provides for the conditions under which they will need to abide by, such as fully indemnifying the Authority from any liability from their use of the property and leaving the property in good condition.

A vote was called.

AYES: Vernon D. Burns
Megan J. M. Whitton
Toni A. Kennedy
David D. King
Christopher B. T. Coffin
Jennifer Quirk-Pickman

MOTION CARRIED

E. Port of Ogdensburg

1. Approval of Base Bid Award for Hydraulic Feeder Conveyor.

The Authority solicited bids on June 29, 2022 for the purchase of new Hydraulic Feeder Conveyor for the Port of Ogdensburg. The Authority received 2 Bids. Based upon the attached bid analysis, available CRISI Grant funding and the vendors' qualifications, staff is recommending award of the base bid to US

Material Handling Corporation, East Syracuse NY for a cost not to exceed \$210,000.00. The project cost (\$210,000.00) is being funded as follows:

The Consolidated Rail Infrastructure and Safety Improvements Program has an \$800,000 maximum funding match for the purchase of all the equipment to be purchased by the CRISI grant funding. Due to cost escalations since the CRISI grant award in 2019, there is no remaining CRISI funding match for this equipment purchase. The OBPA is responsible for the entire cost 100%

| | |
|---|--------------|
| CRISI Grant (0%) | \$ 0.00 |
| Ogdensburg Bridge and Port Authority (100%) | \$210,000.00 |
| | \$210,000.00 |

Board Chair Vernon D. Burns noted that the Authority had to comply with “Buy American” regulations, which increased the cost. As such, Mr. Burns suggested that some of the money that had been earmarked for the Port dredging project could be reallocated to help cover the cost of this equipment. On a motion by Christopher B. T. Coffin, seconded by David D. King, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Purchase Order with US Material Handling Corporation, East Syracuse, NY, for a Hydraulic Feeder Conveyor for the Port of Ogdensburg for a cost not to exceed \$210,000.00. and be it,

FURTHER RESOLVED, that this project cost (\$210,000.00) is being funded as follows:

Consolidated Rail Infrastructure and Safety Improvements Program

| | |
|---|---------------------|
| CRISI Grant (0%) | \$ 0.00 |
| Ogdensburg Bridge and Port Authority (100%) | <u>\$210,000.00</u> |
| | \$210,000.00 |

and be it,

FURTHER RESOLVED, that acceptance and approval of this contract with US Material Handling Corporation, East Syracuse, NY is contingent upon funding, acceptance, and approval by the Federal Railroad Administration which administers the CRISI Grant Award.

A vote was called.

AYES: Megan J. M. Whitton
Toni A. Kennedy
David D. King
Christopher B. T. Coffin
Jennifer Quirk-Pickman
Vernon D. Burns

MOTION CARRIED

2. Approval of use Permit – St. Lawrence Carp Marathon. Carp Anglers Group has requested use of Port property at Wheathouse Bay for their carp tournament scheduled for August 1 - 6, 2022. Staff has prepared a Use Permit with Carp Anglers Group, which includes a hold harmless clause and requires proof of insurance coverage to be provided to the Authority naming the Ogdensburg Bridge and Port Authority as an additional insured, as well as a security deposit in the amount of \$150. Staff recommends approval of this Use Permit with Carp Anglers Group. On a motion by David D. King, seconded by Jennifer Quirk-Pickman, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Use Permit with Carp Anglers Group, for use of Port property on August 1 – 6, 2022, for their carp tournament; and be it,

FURTHER RESOLVED, that Carp Anglers Group, shall provide the Authority with proof of the appropriate insurance coverage naming the Ogdensburg Bridge and Port Authority as an additional insured; and be it,

FURTHER RESOLVED, that Carp Anglers Group, shall provide a security deposit to the Authority in the amount of \$150.

A vote was called.

AYES: Toni A. Kennedy
David D. King
Christopher B. T. Coffin
Jennifer Quirk-Pickman
Vernon D. Burns
Megan J. M. Whitton

MOTION CARRIED

F. Other Such Matters

1. Approval of Line of Credit with Watertown Savings Bank. Staff is negotiating a Line of Credit and Operating Checking Account with Watertown Savings Bank to manage the payments to Contour Airlines under the Alternative Essential Air Service Program. On a motion by Jennifer Quirk-Pickman, seconded by David D. King, it was,

RESOLVED, that: Steve Lawrence, Patricia Nisco, Vernon Burns, or any member of the board of directors of the Company (an "Authorized Person") may on behalf of and in the name of the Company or otherwise, transact with and through Watertown Savings Bank ("Lender"), all such business as he or she (they) shall deem advisable upon such terms as he or she (they) shall deem proper including, but not limited to (i) obtaining loans, credits and other financial accommodations; (ii) discounting, selling, assigning, delivering and negotiating checks, drafts, bills of exchange, acceptances, notes and other writings containing a promise of, or order for, the payment of money (individually an "Item" and collectively "Items"); (iii) guaranteeing and otherwise becoming contingently liable for obligations of others; (iv) applying for services or products from Lender ("Services and Products") including, without limitation, letters of credit, electronic funds transfers, Internet products, capital markets products, deposit and cash management products; and (v) pledging, hypothecating, assigning, mortgaging, encumbering, granting security interests in and otherwise creating liens upon personal property, tangible or intangible ("Property"), as security for credits and for guarantees and other contingent liabilities. In connection with any such transaction of business, each Authorized Person has the power and authority on behalf of the Company to do all such acts and other things as he or she (they) shall deem proper, including but not limited to (i) signing, drawing, accepting, endorsing, executing and delivering Items; (ii) executing and delivering notes, guarantees, assignments, pledges, hypothecations, mortgages, deeds of trust, security agreements, powers of attorney, indemnifications, receipts, waivers, releases and other instruments, agreements and documents; (iii) making and receiving delivery of Property; (iv) accepting, receiving, withdrawing and waiving demands and notices; (v) incurring and paying liabilities, costs and expenses; and (vi) delegating to one or more people (who may be, but need not be, an Authorized Person) the power and authority granted to any Authorized Person herein or as set forth in an agreement with respect to any credit, Service or Product, including the authority to request advances from Lender under one or more credits with a Lender. Without limiting the generality of the foregoing, each Authorized

Person has the power and the authority on behalf of the Company to obtain from Lender from time to time upon such terms as he or she (they) shall deem proper, credits in such amounts as they deem necessary; and it is further

RESOLVED, that without limiting the generality of the foregoing, the Company hereby specifically authorizes the borrowing of \$500,000.00 pursuant to a revolving line of credit to be secured by a lien against the proceeds of that certain grant agreement between the Company and the United States Department of Transportation, specifically, Grant Agreement Between the US Department of Transportation and Ogdensburg Bridge and Port Authority in Association with the Community of Ogdensburg, New York under the Alternate Essential Air Service Program CDFA 20.901 FAIN:69A3452260526 Docket#: DOT-OST-1997-2842; with an interest rate at prime on a variable basis; and it is further

RESOLVED, that the Company shall use the proceeds of the US DOT Grant to satisfy this Loan; and it is further

RESOLVED, that the authority given hereunder shall be deemed retroactive and any and all signatures, endorsements heretofore executed and all other actions heretofore taken by one or more of the Company's officers, members, partners or other persons, employees acting on behalf of the Company in any capacity (including Authorized Persons), and their delegates, (acting jointly or separately) are hereby adopted, ratified and confirmed; and be it further

RESOLVED, that the foregoing resolutions shall remain in full force and effect and may be relied upon by a Lender, notwithstanding the dissolution or termination of existence of the Company or any change in the identity of, or any modification or termination of any authority of, any Authorized Person, until a copy of a subsequent resolution revoking or amending them, duly certified by an Authorized Person of the Company, shall be actually received by the account officer of a Lender responsible for the obligations of the Company and such Lender shall have had a reasonable time to act thereon; and any action taken by a Lender prior to such actual receipt and passage of time shall be binding upon the Company, irrespective of when such resolutions may have been adopted.

A vote was called.

AYES: David D. King
Christopher B. T. Coffin
Jennifer Quirk-Pickman
Vernon D. Burns
Megan J. M. Whitton
Toni A. Kennedy

MOTION CARRIED

2. Approval of Supplemental Lease Agreement No. 9 with AMMEX Duty Free. Staff is negotiating Lease Supplement No.9 with AMMEX Duty Free for the Duty-Free Building just before the American Approach to the Ogdensburg Prescott International Bridge for a one-year period from June 1, 2022 through May 31, 2023 at a rate of 15% of gross sales on both Duty Free and Country Store sales with a minimum annual lease rental of \$50,000. All other terms and conditions of the original Lease Agreement, including, but not limited to, Duty Free's responsibility for insurance, utilities and upkeep of the property, shall remain in full force and effect and are hereby ratified and affirmed. On a motion by Christopher B. T. Coffin, seconded by David D. King, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute a lease agreement supplement with AMMEX Duty Free for the Duty-Free Building just before the American Approach to the Ogdensburg Prescott International Bridge for a one-year period from June 1, 2022 through May 31, 2023 at a rate of 15% of gross sales on both Duty Free and Country Store sales with a minimum annual lease rental of \$50,000, and be it;

FURTHER RESOLVED; that all other terms and conditions of the original Lease Agreement, including, but not limited to, Duty Free's responsibility for insurance, utilities and upkeep of the property, shall remain in full force and effect and are hereby ratified and affirmed.

A vote was called.

AYES: Christopher B. T. Coffin
Jennifer Quirk-Pickman
Vernon D. Burns
Megan J. M. Whitton
Toni A. Kennedy
David D. King

MOTION CARRIED

Counsel advised the Board that the Governor has changed regulations pertaining to remote attendance at meetings. A public hearing will need to be held to discuss policies regarding how meetings will be held remotely in the future, and which excuses will permit Board members to be

allowed to attend remotely. David D. King, seconded by Jennifer Quirk-Pickman, moved to place a public hearing on the August 16, 2022 agenda for the purpose of discussing remote access to meetings. The motion was passed by voice vote. Board Chair Vernon D. Burns commented that there was a report on NCPR regarding childcare. Mr. Burns stated that the Authority should make it clear that it is proceeding with building a childcare facility and that it has no intention of dropping this project. Mr. Burns also asked that staff send a request to the Department of Transportation in Watertown for larger directional signs for Ogdensburg International Airport, in both English and French. The next meeting date was set for August 16, 2022 at 4:00 PM. On a motion by Jennifer Quirk-Pickman, seconded by David D. King, the meeting adjourned at 5:30 PM.

David D. King
Secretary

Vernon D. Burns
Chairperson