

**OGDENSBURG BRIDGE AND PORT AUTHORITY
MARCH / APRIL BOARD MEETING
FRIDAY, APRIL 5, 2024**

- I. Meeting Called to Order by Chairperson Vernon D. Burns at 5:00 PM.
- II. Letters and Communications to the Board.
- III. Approval of Board Minutes:
 - February 8, 2024 Finance Committee Meeting
 - February 8, 2024 Board Meeting
 - February 29, 2024 Childcare Initiative Meeting
 - February 29, 2024 Special Board Meeting
- IV. Reports
 - Presentations and Reports:
 1. Committee Reports
 - a) Finance Committee Report
 2. Reports:
 - a) Income/Expense Report
 - b) Bridge Traffic Report
 - c) Airport Activity Report
 - d) Port Activity Report
 - e) Economic Development Report, Including Building Occupancy
- V. Unfinished Business.
- VI. Business Items.
 - A. General Administration
 1. Approval of Credit Card Policy.
 2. Approval of Use of NYS Travel Manual.
 3. Renewal of Existing Line of Credit with Tompkins Community Bank.
 4. Approval of HVAC Service Agreement.
 - B. Ogdensburg-Prescott International Bridge
 1. Approval of Lease Supplement No. 1 with Mack Global Design, Inc.
 2. Approval of Lease Supplement No. 4 with Glenda Jones.
 - C. Commerce Park
 1. Approval of Lease Supplement No. 12 with T-Base Communications USA, Inc.
 2. Approval of Lease Agreement with West End Management dba The Stock Ticker Company.
 3. Approval of Lease Supplement No. 2 with LiveFast Motors, LLC.
 - D. Ogdensburg International Airport
 1. Approval of T-Hangar Lease Agreement with Frank Richardson.

2. Approval of T-Hangar Lease Agreement with Keith Weston.
3. Approval of T-Hangar Lease Agreement with Pete Bogardus.
4. Approval of T-Hangar Lease Agreement with Frank Richardson.

E. Port of Ogdensburg

1. Approval of Handling and Storage Agreement with Morton Salt, Inc.
2. Port Dock Expansion-Approval of Work Order No. 24-01 with FVD Engineering Services, S.C.

F. New York & Ogdensburg Railroad

1. None.

G. Border Station

1. None.

H. Other Such Matters

1. Approval of Contract with C&S Companies.

VII. Concluding Comments from Citizens, Board Members, and/or Authority Staff.

VIII. Next Meeting Dates:

May 9, 2024	Thursday	5:00 PM	_____	(Proposed)
June 13, 2024	Thursday	5:00 PM	_____	(Proposed)
July 11, 2024	Thursday	5:00 PM	_____	(Proposed)
August 8, 2024	Thursday	5:00 PM	_____	(Proposed)
September 12, 2024	Thursday	5:00 PM	_____	(Proposed)
October 10, 2024	Thursday	5:00 PM	_____	(Proposed)
November 14, 2024	Thursday	5:00 PM	_____	(Proposed)
December 12, 2024	Thursday	5:00 PM	_____	(Proposed)

IX. Adjournment

Dated: April 1, 2024



Steven J. Lawrence
Executive Director

Board of Directors:

Mr. Vernon D. "Sam" Burns, Chairperson
 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, Director of Economic Development
 Mr. James D. Chase, Director of Operations
 Mr. Charlie Garrelts, Airport Manager

Press:

Mr. Andy Gardner, WDT
 Ms. Monica Sandreczki, North. Country Public Radio
 Ms. Dawn Merz, Radio Station YES FM
 WWNY TV-7
 Mr. Jimmy Lawton, North Country Now
 Mr. Jim Leven, Community Broadcasters

OGDENSBURG BRIDGE & PORT AUTHORITY
FINANCE COMMITTEE MEETING
THURSDAY, FEBRUARY 8, 2024

A meeting of the Finance Committee of the Ogdensburg Bridge and Port Authority was held in the boardroom of the Administration Building on Thursday, February 8, 2024 at 4:30 PM.

The following were present:

David D. King, Committee Chair
Nicole Terminelli, Member
Vernon D. Burns, Board Chair
Steven J. Lawrence, Executive Director
Patricia A. Nisco, Chief Financial Officer
Anthony Adamczyk, Director of Economic Development
James D. Chase, Director of Operations
Charlie Garrelts, Airport Manager

ABSENT:

Committee Chair, David D. King, called the meeting to order at 4:30 PM.

I. Business Items

a. December 2023 Financials

- Chief Financial Officer, Patricia A. Nisco, started with the Statement of Financial Position and reported that the Regular Accounts Receivable is at \$183,599. 97% of this Accounts Receivable is either current or 1-30 days. AEAS includes both Contour and DOT reimbursements. \$406,000 was reimbursed on 2/2/24, \$377,000 was submitted on 1/31/24. As of this afternoon, the website shows these reimbursements are still pending approval. For the airline, there are invoices 1-30, and 31-60 days overdue. Fixed assets have not changed. However, within the next few months, the generator that will close out the CRISI Grant will be added. Under Liabilities, Regular Accounts Payable is at \$487,171. Accounts Payable – AEAS/Contour is at \$337,727. NYS Retirement was posted in December; \$96,000 has been paid toward the total. The rest will be paid over time and interest will be incurred if it isn't paid all at once. As of the end of December, All Project A/P is at

\$968,903. When reimbursements are received, they will be turned around and paid back out. Working on the Cash Flow report, to keep it positive, the OBPA has come to a point where it can pay payroll, benefits, insurance, and debt.

- Chief Financial Officer, Patricia A. Nisco, moved on to the Budget to Actual and reported that the fuel sales are off for the 2023-2024 budget, but the actuals are on track to defend the reduction for 2024-2025. AEAS income has now gone negative, the additional flights from the summer are now giving way to the negative winter weather that is hindering the flights now. Under the Industrial Park, in prior years the utilities income was added, when in fact it is used to reduce the utility bill. All tenants are right on target, the issue has been solved. Terminal income is up due to having one more salt vessel this year, and the unanticipated transformer activity. One issue she and Executive Director, Steven J. Lawrence, spoke about: as salt throughput is so weather dependent, there is no assumption of having salt on the dock after March 31st. It is assumed that all gone will be gone. Any salt left on the dock will help by adding to storage income. Under Expenses, under Salary, most are all over due to the vacation buy out/buy backs. Those should've been charged to benefits, which will be done next month. While Bridge Maintenance expenses are being kept in check, the boiler repairs are the major reason for reduction in this line. Almost all departmental General Expenses are over for the month of December due to January's Commercial Insurance being paid in December. The Maintenance and General Expenses for the Airport are about what they have been. The runway striping, the emergency AWOS, the new software package, and the recruitment expense for the new airport manager will continue to follow through. The Interest Expense for the Airport is in the negative. That is the interest for the line of credit for the revitalization project. The line of credit hasn't been fully secured, so it just isn't being used. Under the Marine Terminal, the Employee Benefits are over budget due to the unemployment is going to ILA Members for not working at the Port. Port

Maintenance Expenses are as they were. The unanticipated scale repair, the loader/dozer, and the repairs to the CAT loader have been the primary reasons for the overage. There is a line of credit intended for the port wall dock expansion, but it has not yet been used resulting in an under-budget expense. The Border Station expenses are being kept separate to assist with the Attorney General's request to unwind the Border Station and re-dissolve it.

- Chief Financial Officer, Patricia A. Nisco, moved on to the Cash Flow for December 2023 – May 2024. Under the OBPA Grant Portion & Capital Expense: these figures will start going up with Bid Package #2, and the construction of the Great Room and renovations of the Airport. Turnaround time is about 40 days so there may be a lag in when reimbursement income is shown. In April and May, Salary and Benefits are going up with mandated salary increases on April 1st. Everything else is remaining relatively constant.

II. Other Such Matters

None.

On a motion by Board Chair, Vernon D. Burns, seconded by Nicole Terminelli, the Finance Committee Meeting adjourned at 4:43 PM.

David D. King
Finance Committee Chairperson

**OGDENSBURG BRIDGE & PORT AUTHORITY
BOARD MEETING
THURSDAY, FEBRUARY 8, 2024**

The 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, February 8, 2024 at 5:00 PM.

The following were present:

Vernon D. Burns, Chairperson
David D. King, Secretary, Member
Nicole Terminelli, Assistant Secretary, Member
Jennifer Quirk-Pickman, Member
Toni Kennedy, Member

ALSO: Jennifer Granzow, Counsel
Jillian Brodock, Counsel
Steven J. Lawrence, Executive Director
Patricia A. Nisco, Chief Financial Officer
Anthony Adamczyk, Director of Economic Development
James D. Chase, Director of Operations
Charlie Garrelts, Airport Manager

ABSENT: Megan J. M. Whitton, Vice-Chairperson

I. Vernon D. Burns, Board Chair, called the meeting to order at 5:06 PM.

II. Letters and Communications to the Board.

Executive Director, Steven J. Lawrence, stated there were some letters shared by e-mail from the new Mayor of the City of Ogdensburg. He wanted to bring them to the Board's attention.

Board Chair, Vernon D. Burns, stated there was something else the Board should be made aware of. Last night at the Jefferson-Lewis-St. Lawrence County Labor Council Meeting, Mr. Lawrence did a presentation on behalf of the Bridge and Port Authority that was very well done and very well received. Mr. Burns thanked Mr. Lawrence.

III. Approval of Meeting Minutes.

- **January 10, 2024 Childcare Initiative Committee Meeting Minutes**
- **January 11, 2024 Finance Committee Meeting Minutes**
- **January 11, 2024 Annual Board Meeting Minutes**
- **January 11, 2024 OBA Annual Board Meeting Minutes**

- **January 11, 2024 OBSI Annual Board Meeting Minutes**

On a motion made by Jennifer Quirk-Pickman, and seconded by Toni Kennedy, all of the meeting minutes were approved by voice vote.

IV. Presentations and Reports

1. Committee Reports

a) Finance Committee

- David D. King, Finance Committee Chair, stated the Finance Committee had a meeting before the Board meeting, and turned it over to Chief Financial Officer, Patricia A. Nisco.
- Chief Financial Officer, Patricia A. Nisco, started with the Statement of Financial Position, and reported that the Regular Accounts Receivable is at \$183,599. 97% of that A/R is either current or 1-30 days; the OBPA is staying well on top of accounts receivable. Accounts Receivable AEAS, there are two months worth of reimbursements from USDOT. One was reimbursed on 2/2/24, and the other one was submitted on 1/31/24. As of this morning, the submission was still pending approval. Until the pending approval isn't showing, the reimbursement has not gone through to the payment processing. The airline has Accounts Receivable that is 1-30 days or 31-60 days overdue. Fixed Assets have not changed over the last couple of months. The only thing on the horizon to be added to the Fixed Assets is the generator to finish out the CRISI Grant. Regular Accounts Payable is at \$487,171. Accounts Payable - AEAS/Contour is at one month at \$337,727. The retirement invoice was posted in December and \$96,000 has been paid. Interest will be incurred as the full amount is not being paid by the deadline. All Project Accounts Payable is at \$968,903. At the current time, there is difficulty in paying A/P; payroll, benefits, and debt are being paid consistently. Regular Accounts Payable is lagging.

- Chief Financial Officer, Patricia A. Nisco, moved on to the Budget to Actual, and reported that it was known that fuel sales were budgeted too high. The actuals that are seen on the report are on track to defend the reduction for the budget in airport fuel sales for 2024 – 2025. The Utility Income used to be added to the Rent Income; however, the Utility Income actually goes to offset the Utility Expense. She and the Director of Economic Development have discussed this. Due to the fact that this is showing up as a reduction to expense and not as income, it reflects a negative income to the Industrial Park. However, everything that was budgeted for the tenants, is right where it needs to be. There is no real deficit to the Industrial Park. There was one more salt vessel than anticipated and the transformer activity helped bring the Marine Terminal above budget. She and Executive Director discussed, there is no assumption that there is any salt left on the dock come March 31st. No salt is budgeted for the fiscal year except any new salt that is anticipated. The salary expense for almost every department is over budget for the month of December due to the vacation buy outs/buy backs being paid out. Those shouldn't be in salary; they should be in employee benefits, and will be reclassified next month. General expenses in almost every category are over budget for the month. The Commercial Insurance bill for January was paid in December to ensure timely payment during the holidays. Overall, the OBPA is not incurring a lot of additional expense, but this means that expenses are being deferred. The Border Station expenses are being kept separate to assist with the Attorney General's request to unwind the Border Station and re-dissolve it.
- Chief Financial Officer, Patricia A. Nisco, moved on to the Cash Flow for December 2023 – May 2024, and reported that it is pretty much what it was expected to be. Under the Expenses, the OBPA Grant Portion & Capital Expense is going up significantly. Bid Package #2 for the construction of the

Airport Terminal and Great Room is now in sight, so the numbers are going up. Salary, Payroll, and Benefits are going up as of April due to the CBA mandated increase in wages and benefits.

- Board Chair, Vernon D. Burns, stated that there is nothing in these figures that was not anticipated and has not been talked about for the past year. The border/bridge could not be closed down during COVID as there was still a meaningful amount of commercial truck traffic, but there was a significant loss of revenue due to the inability of automobile traffic. How does the Authority make up \$5M in lost revenue. It's not going to happen. Some has bounced back a little, but not 100%. The numbers show that bridge traffic is improving. Not all bills are being paid as soon as they come due, unfortunately. As an ongoing Authority, moving ahead with its mission, doing the best it can.

2. Reports

a) Bridge Traffic Report

- Executive Director, Steven J. Lawrence, reported that even though the numbers are down, percentage-wise for January, 85% of pre-COVID traffic is encouraging. It was anticipated that the numbers would be running at 20% below pre-COVID through the whole budget. Anything above that, budget-wise, is encouraging. Overall revenue was down from the normal year, but up \$3,500 over last year.

b) Airport Activity Report

- Airport Manager, Charlie Garrelts, reported that for the month of January, 30 flights were completed with 258 passenger enplanements resulting in a 29% flight load. Flight completion rate was at 60% with on time performance at 68%. A lot of the flight issues were due to mechanical problems. When something happens and there aren't any spare parts, the plane sits on the ground until parts arrive.

- Airport Manager, Charlie Garrelts, reported that the OBPA is heavily involved with the USDOT regarding the new upcoming EAS bids. All bidders are welcome; increased interest can only benefit this community. USDOT stated that it will be 30 – 60 days before the request for proposals will be sent out. Then, a month for them to get the bids, two to three weeks for review, and then there will be time for the community's comments. Then, back to final approval. It is anticipated that awarding the new EAS carrier will happen in May or June.
- Airport Manager, Charlie Garrelts, reported that there is a public announcement that Sky West has acquired a 25% stake in Contour. The main purpose is to supply Contour with the CRJ aircraft. Sky West is one of the largest operators of the CRJ aircrafts in the world with 150 of them. Sky West is considering leasing around 50 to Contour. Contour would use those to their advantage to solve some of the operational issues they currently have.
Executive Director, Steven J. Lawrence, asked if this would improve Contour's performance at Ogdensburg International Airport. Airport Manager, Charlie Garrelts, confirmed that yes, it would. Pumping airplanes into the fleet would solve the problem of aircraft sitting on the ground waiting for service.
- Executive Director, Steven J. Lawrence, clarified that it is Sky West's partnership with Contour to supply aircraft to Contour. He doesn't want the public to misinterpret; SkyWest is not returning as a carrier.
- Board Chair, Vernon D. Burns, asked if the timeline for considering bids for a new airline service could be shortened. Airport Manager, Charlie Garrelts, did state that it could be shortened based upon bidder interest.

c) Port Activity Report

- Director of Operations, James D. Chase, reported that for January salt started satisfactorily, but ended on a high note. 24,295 tons of regular highway salt and 6,492 tons of the treated salt went out. January 31st was a 2,600-ton day. That

was the largest day he can remember. He thanked everyone involved: the truckers, loaders and operators.

Board Chair, Vernon D. Burns, asked if there has been discussion about the amount of treated salt being used on treated highway inside and outside of the Adirondack Park. Director of Operations, James D. Chase, said officially no, but stated there at least a dozen outside of the park that have hopped on board with treated salt. He also reported that for the month of January, five rail cars were received. All five rail cars had corn gluten meal on them, totaling almost 500 tons.

- Director of Operations, James D. Chase, reported that there was nothing too pressing as far as Ag at the port, but just received some more pellet cars. Inventory was running low on pellets, so that was good to see.
- Director of Operations, James D. Chase, reported that the Smart Path Transformer Project has been completed. The last 60 pieces left at the end of January. This was a first for the Director of Operations, and he feels the process went quite well. The customers were happy. They flew in from Spain to be involved with the project. Director of Operations, James D. Chase, thanked the local DOT, the City of Ogdensburg, the telecommunication companies, National Grid, local ILA members, and St. Lawrence County.
- Finance Committee Chair, David D. King, asked about the upright grain bins, if there had been any inquiries about their use. Director of Operations, James D. Chase, confirmed that last winter was the last time anyone had inquired. Board Chair, Vernon D. Burns, stated maybe working with Adam to get those to working order would be useful. Finance Committee Chair, David D. King, stated the yield for corn is high and there's no where to put it. Executive Director, Steven J. Lawrence, estimated it would take a quarter of million to \$300,000 to get them in working order.

- d) Economic Development Report, Including Building Occupancy
- Director of Economic Development, Anthony Adamczyk, reported that the Building Occupancy Report shows that building occupancy is remaining consistent. A current tenant's expansion plans are taking longer than expected, but nothing to cause alarm.
 - Director of Economic Development, Anthony Adamczyk, reported a few highlights from January
 - A great meeting was had with the Deputy Senior Commercial Officer for U.S. Commercial service who is based in the U.S. Embassy in Ottawa. Another meeting is scheduled for next Wednesday to discuss further with their team a single location promotion. They would help assist and matchmake with other organizations in Canada. The focus would be on companies that are interested in expanding to the United States, but just as important to partner with economic development organizations that are in Canada. With an understanding of the OBPA, when there are successful companies in Canada who want to expand, these Canadian Economic Development Organizations can assist to see if the OBPA would be a good fit. The OBPA is not everything for everyone, but the OBPA offers good niches. This would be an event that Ambassador Cohen would introduce. This would be a very good event and he has some good ideas about inviting special guests from this side of the river.
 - Director of Economic Development, Anthony Adamczyk, had a good meeting with SUNY Canton's VP of Strategic Relations and the Executive Director for their Workforce Programs regarding possible collaboration. Everything from CNC Operator to Construction Skills to Manufacturers.
 - Director of Economic Development, Anthony Adamczyk, reported that there are interested parties in the heavy industrial park parcels. They are still in

their due diligence phase, but are still very interested. They realize they would be able to utilize the railroad and the port as part of any expansion in the Industrial Park Campus.

V. Unfinished Business.

None.

VI. Business Items

A. General Administration

1. None.

B. Ogdensburg-Prescott International Bridge

1. Approval of Lease Supplement No. 5 with Demers, Inc. On a motion made by David D. King, seconded by Nicole Terminelli, it was

RESOLVED, that the Executive Director is hereby authorized and directed to execute Lease Supplement No. 5 with Demers, Inc. for 120 square feet of office space in Suite 201A of the Bridge Administration Building for a one (1) year period commencing February 1, 2024 and terminating January 31, 2025 at a rate of \$18.57 per square foot equaling \$185.70 per month, \$2,228.40 for the one (1) year period, inclusive 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: David D. King
Nicole Terminelli
Jennifer Quirk-Pickman
Vernon D. Burns
Toni Kennedy

MOTION CARRIED.

C. Commerce Park

1. None.

D. Ogdensburg International Airport

1. Approval of Advertising Agreement with WPBS. On a motion made by Toni Kennedy, seconded by Jennifer Quirk-Pickman, it was,

RESOLVED, that the Executive Director is hereby authorized and directed to execute an agreement with WPBS of Watertown, New York for one (1) year of

television and website advertising for the Ogdensburg International Airport, which includes thirty (30) television spots per week and one (1) rotating advertisement on wpbstv.org, at a total cost of \$6,000.00, and be it;

FURTHER RESOLVED, that the agreement shall commence on February 1, 2024 and terminate on January 31, 2025.

A vote was called.

AYES: Nicole Terminelli
Jennifer Quirk-Pickman
Vernon D. Burns
Toni Kennedy
David D. King

MOTION CARRIED.

2. Approval of T-Hangar Lease Agreement with James Robertson. On a motion made by Jennifer Quirk-Pickman, seconded by Nicole Terminelli, it was

RESOLVED, that the Executive Director is hereby authorized and directed to execute a new Lease Agreement with James Robertson for T-Hangar No. 1 at the Ogdensburg International Airport for a one (1) year period commencing October 1, 2023 and terminating September 30, 2024 at a rate of \$240.00 per month, \$2,880.00 for the one (1) year period, inclusive of utilities.

A vote was called.

AYES: Jennifer Quirk-Pickman
Vernon D. Burns
Toni Kennedy
David D. King
Nicole Terminelli

MOTION CARRIED.

3. Approval of T-Hangar Lease Agreement with Bird Tate. On a motion made by David D. King, seconded by Nicole Terminelli, it was

RESOLVED, that the Executive Director is hereby authorized and directed to execute a new Lease Agreement with Bird Tate for T-Hangar No. 8 at the Ogdensburg International Airport for a one (1) year period commencing January 1, 2024 and terminating December 31, 2024 at a rate of \$240.00 per month, \$2,880.00 for the one (1) year period, inclusive of utilities.

A vote was called.

AYES: Vernon D. Burns
Toni Kennedy
David D. King
Nicole Terminelli
Jennifer Quirk-Pickman

MOTION CARRIED.

4. Approval of Task Order No. 1 with McFarland Johnson, Inc. Executive Director, Steven J. Lawrence, introduced Jeff Wood with McFarland Johnson, to give some background to this resolution. Given the scope of the terminal renovation and what it means to the project, Mr. Lawrence felt it was important for Mr. Wood to speak to the Board.

Jeff Wood, McFarland Johnson, reviewed the following:

- the agreement is for construction inspection services for the entire terminal project.
- one bid was received today for bid package #2. McFarland Johnson is in the process of evaluating it and at first glance it looks like it came in right around the engineer's estimate. There were a number of bid alternates in there. Now that there are hard numbers in there, they will go back and look at the budget and sit down with Executive Director, Steven J. Lawrence, and the staff and figure out where to go on what to award and what to not award.

Executive Director, Steven J. Lawrence, stated that there was a hope to have things a little more clear cut to bring to the Board today, but being a little more work is required, a Special Board Meeting may need to be called, given the timeline for this. He only requires the Board's time for 15 to 20 minutes.

- The scope of work is construction administration. Part of it is project management and part of it is grants administration. The grant requirements for this project are intense and detailed, so McFarland Johnson has a grants administrator who works with NYS DOT to make sure the reimbursements flow. There are at least three grants that are a part of this project – there is a NYS Grant, a NYS DOT Aviation Capital Grant, and there are FAA Infrastructure BIL monies. McFarland Johnson has also applied for another BIL grant, on the OBPA's behalf, that would help also fund the project. They haven't heard on this yet. There's a lot of moving parts as far as the financial reimbursements –

keeping the money flowing, paperwork done correctly, and everyone paid in a timely manner, is important. The other big part of this is the on-site resident project representative. There will be a local gentleman, who has worked here before and lives in St. Lawrence County, as their full-time on-site person. There are 280, 12-hour days budgeted for this. This also includes materials testing, special inspection, and all the other things that go into inspecting structural steel. Also, dealing with the contractor and scheduling and keeping everyone at the OBPA informed.

Executive Director, Steven J. Lawrence, stated that with a quote over \$100,000, an IFE (Independent Fee Estimate) is required. With that, you give the scope to another engineering firm, and they come back with their estimate of what it should cost. This is a requirement to authorities from the FAA. This was done, with an estimate from BCA Architects of Watertown that the cost should be in a range between \$2.5 million and \$3 million. This quote is well under that.

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

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Lump Sum Consultant Agreement for Task Order No. 1 to provide Construction Observation and Administration Services for the Gateway Improvement Project at the Ogdensburg International Airport.

The Task Order No. 1 costs associated with providing these services are \$1,748,027.36.

The FAA funding is provided through the FAA Airport Improvement Program (AIP), and be it;

FURTHER RESOLVED, that the five-year agreement for Professional Engineering Services between the Ogdensburg Bridge & Port Authority and McFarland-Johnson, Inc., for Professional Services at the Ogdensburg International Airport, dated May 11, 2023, shall govern all TASK ORDERS.

A vote was called.

AYES: Toni Kennedy
David D. King
Nicole Terminelli

Jennifer Quirk-Pickman
Vernon D. Burns

MOTION CARRIED.

E. Port of Ogdensburg

1. Approval of Electrical Connection to Complete CRISI Grant. On a motion made by Toni Kennedy, seconded by David D. King, it was

RESOLVED, that the Director of Operations is hereby authorized and directed to execute a Purchase Order with Collins Hammond to schedule the purchase of the electrical connection for the CRISI grant equipment, a total cost not to exceed \$5,348.00.

A vote was called.

AYES: David D. King
Nicole Terminelli
Jennifer Quirk-Pickman
Vernon D. Burns
Toni Kennedy

MOTION CARRIED.

F. New York & Ogdensburg Railroad

None.

G. Border Station

None.

H. Other Such Matters

None.

VII. Concluding Comments from Citizens, Board Members, and/or Authority Staff.

1. None.

VIII. Next Meeting Date

The next Board meeting was confirmed for Thursday, March 14, 2024, at 5:00 PM.

IX. Adjournment

On a motion made by David D. King, seconded by Nicole Terminelli, the meeting adjourned at 6:00 PM.

Jennifer Quirk-Pickman
Assistant Secretary

Vernon D. Burns
Chairperson

**OGDENSBURG BRIDGE & PORT AUTHORITY
CHILDCARE INITIATIVE MEETING
THURSDAY, FEBRUARY 29, 2024**

A meeting of the Childcare Initiative of the Ogdensburg Bridge and Port Authority was held in the boardroom of the Administration Building on Thursday, February 29, 2024, at 4:15 pm.

The following were present:

Toni A. Kennedy, Committee Chair
Nicole Terminelli, Member
Vernon D. Burns, Board Chair

ALSO: Steven J. Lawrence, Executive Director
Patricia A. Nisco, Chief Financial Officer
Anthony Adamczyk, Director of Economic Development
James Chase, Director of Operation

Committee Chair, Toni Kennedy, called the meeting to order at 4:20 pm.

Executive Director, Steven J. Lawrence, stated that there was a need for Executive Session under section 105 § item f of the Open Meetings Law to discuss the appointment or employment of a particular person or corporation. On a motion by Board Chair, Vernon D. Burns, seconded by Nicole Terminelli, the meeting moved into Executive Session at 4:21 PM. On a motion by Board Chair, Vernon D. Burns, seconded by Nicole Terminelli, the meeting resumed at 4:54 PM. On a motion by Board Chair, Vernon D. Burns, the Committee recommended to the full Board to move forward with C&S for design and construction documents/bidding in the amount not to exceed \$423,000, seconded by Nicole Terminelli.

On a motion by Board Chair, Vernon D. Burns, seconded by Nicole Terminelli, the meeting adjourned at 4:55 PM.

Toni Kennedy
Childcare Initiative Committee Chairperson

**OGDENSBURG BRIDGE & PORT AUTHORITY
SPECIAL BOARD MEETING
THURSDAY, FEBRUARY 29, 2024**

A Special 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, February 29, 2024 at 5:00 PM.

The following were present:

Vernon D. Burns, Chairperson
Megan J. M. Whitton, Vice-Chairperson
Nicole Terminelli, Treasurer
Toni Kennedy, Member

ALSO: Jennifer Granzow, Counsel
Jillian Brodock, Counsel
Steven J. Lawrence, Executive Director
Patricia A. Nisco, Chief Financial Officer
Anthony Adamczyk, Director of Economic Development
James D. Chase, Director of Operations
Charlie Garrelts, Airport Manager

ABSENT: Jennifer Quirk-Pickman, Secretary
David D. King, Secretary, Member

- I. Vernon D. Burns, Board Chair, called the meeting to order at 5:03 PM.
- II. Unfinished Business

None.
- III. Business Items.
 - A. Ogdensburg International Airport
 1. Approval of Contract – Gateway Improvements Terminal Renovations. On a motion made by Toni Kennedy, seconded by Vice Chair, Megan J.M. Whitton, it was

RESOLVED, that the Executive Director is hereby authorized and directed to execute contract documents with Murnane Building Contractors for the construction of the Gateway Improvements Terminal Renovations at the Ogdensburg International Airport for a cost not to exceed \$19,574,292.00.
- IV. Concluding Comments from Citizens, Board Members, and/or Authority Staff.
 1. None.

V. Next Meeting Dates:

The next regularly scheduled Board meeting was confirmed for Thursday, March 14, 2024, at 5:00 PM.

VI. Adjournment

On a motion made by Vice Chair, Megan J.M. Whitton, seconded by Toni Kennedy, the meeting adjourned at 5:12 PM.

Jennifer Quirk-Pickman
Secretary

Vernon D. Burns
Chairperson

OGDENSBURG BRIDGE & PORT AUTHORITY: JANUARY 2024 BUDGET TO ACTUAL

	Monthly	Monthly	Over/	YTD	YTD	Over/
	Budget	Actual	(Under)	Budget	Actual	(Under)
INCOME						
Bridge Revenue	243,367	267,430	24,063	2,826,964	3,005,506	178,542
Airport Revenue	35,465	31,184	(4,281)	370,722	393,167	22,445
Airport Revenue - Fuel Sales	66,826	36,042	(30,784)	939,541	523,076	(416,465)
Airport Revenue - AEAS Income	414,856	240,071	(174,785)	4,148,560	3,957,471	(191,089)
Industrial Park Campus Revenue	81,951	74,829	(7,122)	813,238	795,385	(17,853)
Marine Terminal (Port) Revenue	178,057	100,878	(77,179)	997,122	1,455,098	457,976
Marine Terminal - Interest Income	0	24,715	24,715	0	245,854	245,854
Railroad Revenue	0	0	0	0	7,154	7,154
TOTAL INCOME	1,020,522	775,149	(245,373)	10,096,147	10,382,711	286,564

EXPENSES

BRIDGE EXPENSE						
Salary Expense	111,634	109,573	(2,061)	1,172,152	1,178,557	6,405
Employee Benefits	45,610	47,469	1,859	679,472	611,602	(67,870)
Maintenance Expense	9,455	13,894	4,439	79,895	87,954	8,059
Bridge Maintenance Expense	870	143,597	142,727	84,053	216,830	132,777
Utility Expense	6,707	6,485	(222)	76,651	65,232	(11,419)
General Expenses	51,665	30,946	(20,719)	526,728	362,692	(164,036)
Legal Expense	9,583	18,235	8,652	95,833	111,589	15,756
TOTAL BRIDGE EXPENSES	235,524	370,199	134,675	2,714,784	2,634,456	(80,328)

AIRPORT EXPENSE

Salary Expense	25,691	33,266	7,575	269,756	275,539	5,783
Employee Benefits	10,588	9,764	(824)	156,505	139,233	(17,272)
Maintenance Expense	8,442	15,715	7,273	56,285	122,896	66,611
Fuel Sales Expense	65,214	0	(65,214)	885,046	298,024	(587,022)
Utility Expense	12,469	10,183	(2,286)	102,247	67,985	(34,262)
General Expenses	55,576	49,907	(5,669)	555,760	627,861	72,101
Interest Expense	45,340	51,987	6,647	453,404	411,564	(41,840)
Legal Expense	0	1,919	1,919	104,167	156,037	51,870
AEAS Expense	414,856	240,071	(174,785)	4,148,560	3,957,471	(191,089)
TOTAL AIRPORT EXPENSES	638,176	412,812	(225,364)	6,731,730	6,056,610	(675,120)

INDUSTRIAL PARK EXPENSE

Salary Expense	3,400	3,435	35	35,700	35,424	(276)
Employee Benefits	1,843	333	(1,510)	20,786	8,610	(12,176)
Maintenance Expense	2,021	1,251	(770)	20,208	19,870	(338)
Utility Expense	22,744	22,930	186	238,809	57,331	(181,478)
General Expenses	2,672	313	(2,359)	26,719	46,178	19,459
Interest Expense	0	150	150	833	1,682	849
TOTAL INDUSTRIAL PARK EXPENSES	32,679	28,412	(4,267)	343,056	169,095	(173,961)

MARINE TERMINAL (PORT) EXPENSE

Salary Expense	57,233	16,261	(40,972)	390,290	198,174	(192,116)
Employee Benefits	12,000	18,950	6,950	148,905	186,025	37,120
Maintenance Expense	11,880	11,862	(18)	114,840	154,379	39,539
Utility Expense	6,628	4,687	(1,941)	55,279	42,254	(13,025)
General Expenses	23,688	20,546	(3,142)	263,710	240,845	(22,865)
Interest Expense	5,200	0	(5,200)	41,600	5,284	(36,316)
Legal Expense	0	0	0	0	49,563	49,563
TOTAL MARINE TERMINAL EXPENSES	116,629	72,306	(44,323)	1,014,624	876,523	(138,101)

RAILROAD EXPENSES

	0	0	0	0	0	0
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BORDER STATION EXPENSES

	0	4,031	4,031	0	50,837	50,837
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TOTAL EXPENSES

	1,023,008	887,760	(135,249)	10,804,194	9,787,521	(1,016,672)
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OPERATING INCOME (Net Gain/(Loss))

	(2,486)	(112,611)	(708,047)	595,190
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Principal Payments on Loans

	----	46,627	----	----	469,058
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OPBA Portion of Projects & Capital

	----	98,115	----	----	2,010,649
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OPERATING INCOME (Net Gain/(Loss))

	(257,353)	(1,884,517)
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OGDENSBURG BRIDGE & PORT AUTHORITY: FEBRUARY 2024 BUDGET TO ACTUAL

	Monthly Budget	Monthly Actual	Over/ (Under)	YTD Budget	YTD Actual	Over/ (Under)
INCOME						
Bridge Revenue	248,323	265,379	17,056	3,075,287	3,270,885	195,598
Airport Revenue	35,588	29,497	(6,091)	406,310	422,664	16,354
Airport Revenue - Fuel Sales	66,828	24,342	(42,486)	1,006,369	547,418	(458,951)
Airport Revenue - AEAS Income	414,856	309,224	(105,632)	4,563,416	4,266,695	(296,721)
Industrial Park Campus Revenue	81,951	74,828	(7,123)	895,189	870,213	(24,976)
Marine Terminal (Port) Revenue	94,964	112,677	17,713	1,092,086	1,592,490	500,404
Marine Terminal - Interest Income	0	24,715	24,715	0	245,854	245,854
Railroad Revenue	18,000	0	(18,000)	18,000	7,154	(10,846)
TOTAL INCOME	960,510	840,662	(119,848)	11,056,657	11,223,373	166,716

EXPENSES

BRIDGE EXPENSE						
Salary Expense	167,450	164,728	(2,722)	1,339,602	1,343,286	3,684
Employee Benefits	76,438	38,408	(38,030)	755,911	650,010	(105,901)
Maintenance Expense	7,091	9,767	2,676	86,986	97,721	10,735
Bridge Maintenance Expense	70,870	0	(70,870)	154,923	216,830	61,907
Utility Expense	9,581	9,177	(404)	86,233	74,410	(11,823)
General Expenses	51,665	57,120	5,455	578,392	421,312	(157,080)
Legal Expense	9,583	15,822	6,239	105,417	127,410	21,993
TOTAL BRIDGE EXPENSES	392,679	295,022	(97,657)	3,107,464	2,930,979	(176,485)

AIRPORT EXPENSE

Salary Expense	38,537	47,462	8,925	308,293	323,001	14,708
Employee Benefits	17,695	10,167	(7,528)	174,200	149,400	(24,800)
Maintenance Expense	2,412	6,637	4,225	58,697	129,533	70,836
Fuel Sales Expense	18,633	38,069	19,436	903,678	336,093	(567,585)
Utility Expense	11,222	7,526	(3,696)	113,469	75,511	(37,958)
General Expenses	55,576	48,976	(6,600)	611,336	676,837	65,501
Interest Expense	45,340	40,849	(4,491)	498,745	452,413	(46,332)
Legal Expense	20,833	19,250	(1,583)	125,000	175,287	50,287
AEAS Expense	414,856	309,244	(105,612)	4,563,416	4,266,715	(296,701)
TOTAL AIRPORT EXPENSES	625,104	528,180	(96,924)	7,356,834	6,584,790	(772,044)

INDUSTRIAL PARK EXPENSE

Salary Expense	3,400	5,253	1,853	39,100	40,677	1,577
Employee Benefits	2,831	468	(2,363)	23,617	9,078	(14,539)
Maintenance Expense	2,021	6,971	4,950	22,229	26,841	4,612
Utility Expense	22,744	(6,316)	(28,060)	261,553	52,015	(209,538)
General Expenses	2,672	8,212	5,540	29,391	54,390	24,999
Interest Expense	167	571	404	1,000	2,253	1,253
TOTAL INDUSTRIAL PARK EXPENSES	33,834	16,159	(17,675)	376,890	185,254	(191,636)

OGDENSBURG BRIDGE & PORT AUTHORITY: FEBRUARY 2024 BUDGET TO ACTUAL

	Monthly Budget	Monthly Actual	Over/ (Under)	YTD Budget	YTD Actual	Over/ (Under)
MARINE TERMINAL (PORT) EXPENSE						
Salary Expense	32,058	28,212	(3,846)	422,347	226,386	(195,961)
Employee Benefits	18,199	13,542	(4,657)	167,104	199,566	32,462
Maintenance Expense	9,240	16,329	7,089	124,080	170,707	46,627
Utility Expense	6,628	4,250	(2,378)	61,907	46,504	(15,403)
General Expenses	27,355	23,628	(3,727)	291,066	264,472	(26,594)
Interest Expense	5,200	1,308	(3,892)	46,800	6,592	(40,208)
Legal Expense	0	0	0	0	49,563	49,563
TOTAL MARINE TERMINAL EXPENSES	98,680	87,267	(11,413)	1,113,304	963,790	(149,514)
RAILROAD EXPENSES	0	0	0	0	0	0
BORDER STATION EXPENSES	0	3,587	3,587	0	54,424	54,424
TOTAL EXPENSES	1,150,297	930,215	(220,082)	11,954,492	10,719,237	(1,235,255)
OPERATING INCOME (Net Gain/(Loss))						
Principal Payments on Loans	-----	46,801		-----	515,856	
OPBA Portion of Projects & Capital	-----	161,883		-----	2,172,532	
OPERATING INCOME (Net Gain/(Loss))	(189,787)	(89,553)	(220,082)	(897,835)	504,136	(2,184,255)

OGDENSBURG BRIDGE & PORT AUTHORITY
STATEMENT OF FINANCIAL POSITION
as of January 31, 2024

Current Assets:

Cash - Checking Accounts	\$ 153,359	
Cash - Reserves & Other Restricted Accounts	6,864,168	①
Cash - Security Deposits	175,694	
Accounts Receivable - Regular	175,877	
Accounts Receivable - AEAS	1,103,588	
Grants Receivable	143,459	
Investments	-	
Inventories	80,316	
Prepaid Expenses	51,290	
Total Current Assets	\$ 8,747,752	

Fixed Assets:

Land & Land Improvements	\$ 46,674,118
Buildings & Building Improvements	108,711,370
Machinery & Equipment	8,813,510
Vehicles	2,018,770
Furniture & Fixtures	142,506
Signage	181,132
Bond Issuance Costs - 2017 Series	178,968
Total Fixed Assets	\$ 166,720,374
Less Accumulated Depreciation	(78,957,091)
Net Fixed Assets	\$ 87,763,283

Other Assets:

1,323,916

Construction in Progress

\$ 7,834,477 ②

TOTAL ASSETS \$ 105,669,428

Current Liabilities:

Accounts Payable - Regular	679,652	③
Accounts Payable - AEAS/Contour	240,071	
Accounts Payable - NYS Retirement	124,033	
Accounts Payable - All Project A/P	1,541,178	
Current Portion of Long Term Debt	\$ 782,387	
Accrued Expenses	21,623,684	
Total Current Liabilities	\$ 24,991,006	

Other General Liabilities

590,654

Long Term Liabilities

Long Term Portion of Long Term Debt	8,377,916
Total Long Term Liabilities	\$ 8,377,916

Capital

71,709,852

TOTAL LIABILITIES 105,669,428

(0)

①	Restricted Accounts - Top 5 Bank Accounts		
	Consolidated Reserve Fund - CBNA	5,763,071	
	Debt Service Reserve Fund - Wilmington Trust	531,418	
	Tompkins Trust Security Reserve Deposit	325,001	
	M&T Deposit - Bond Payable Reserve Funds	153,864	
	Watertown Savings Bank - LOC/Chequing for AEAS	26,465	
		<u>6,799,819</u>	
	8 Additional Restricted Bank Accounts share the balance	64,349	
②	Construction in Progress - Top 4 Projects		
	Airport MASLF	2,005,201	
	Airport EA PH 1 Drainage & Terminal Area	2,157,745	
	Airport Revitalization Project	1,956,384	
	Port - Dock Wall Expansion	596,563	
		<u>6,715,894</u>	
	6 Additional Projects share the balance	1,118,583	
③	Regular Accounts Payable - Top 10 Vendors		
	Parsons Transportation Group - Bridge Inspection	185,243.00	
	Wladis	110,925.20	
	City of Ogdensburg	45,007.99	INCLUDES 1 LEO BILL
	Excellus	36,590.10	
	OMLC	32,911.56	
	AEP	30,889.46	
	Liberty Utilities	27,560.47	
	E-Transit	21,827.95	
	National Grid	21,757.32	
	Strategic Development	18,000.00	
		<u>530,713</u>	
	73 +/- Additional Vendors share the balance	148,939	

OGDENSBURG BRIDGE & PORT AUTHORITY
STATEMENT OF FINANCIAL POSITION
as of February 29, 2024

Current Assets:

Cash - Checking Accounts	\$ 90,270	
Cash - Reserves & Other Restricted Accounts	7,806,696	①
Cash - Security Deposits	175,697	
Accounts Receivable - Regular	233,303	
Accounts Receivable - AEAS	465,037	
Grants Receivable	9,976	
Investments	-	
Inventories	80,316	
Prepaid Expenses	38,522	
Total Current Assets	<u>\$ 8,899,816</u>	

Fixed Assets:

Land & Land Improvements	\$ 46,674,118
Buildings & Building Improvements	108,711,370
Machinery & Equipment	8,912,499
Vehicles	2,018,770
Furniture & Fixtures	142,506
Signage	181,132
Bond Issuance Costs - 2017 Series	178,968
Total Fixed Assets	<u>\$ 166,819,363</u>
Less Accumulated Depreciation	<u>(79,347,141)</u>
Net Fixed Assets	<u>\$ 87,472,222</u>

Other Assets:

1,323,916

Construction in Progress

\$ 7,897,370 ②

TOTAL ASSETS \$ 105,593,324

Current Liabilities:

Accounts Payable - Regular	842,689	③
Accounts Payable - AEAS/Contour	309,244	
Accounts Payable - NYS Retirement	124,033	
Accounts Payable - All Project A/P	1,320,666	
Current Portion of Long Term Debt	\$ 735,586	
Accrued Expenses	21,651,956	
Total Current Liabilities	<u>24,984,174</u>	

Other General Liabilities

592,986

Long Term Liabilities

Long Term Portion of Long Term Debt	8,377,916
Total Long Term Liabilities	<u>8,377,916</u>

Capital

71,638,248

TOTAL LIABILITIES 105,593,324

①	Restricted Accounts - Top 5 Bank Accounts		
	Consolidated Reserve Fund - CBNA	6,263,902	
	Debt Service Reserve Fund - Wilmington Trust	533,437	
	Watertown Savings Bank - LOC/Chequing for AEAS	423,557	
	Tompkins Trust Security Reserve Deposit	333,608	
	M&T Deposit - Bond Payable Reserve Funds	192,770	
		<u>7,747,274</u>	
	8 Additional Restricted Bank Accounts share the balance	59,422	
②	Construction in Progress - Top 4 Projects		
	Airport MASLF	2,005,201	
	Airport EA PH 1 Drainage & Terminal Area	2,157,745	
	Airport Revitalization Project	2,019,278	
	Port - Dock Wall Expansion	596,563	
		<u>6,778,787</u>	
	6 Additional Projects share the balance	1,118,583	
③	Regular Accounts Payable - Top 10 Vendors		PAID 23 MARCH 2024
	Parsons Transportation Group - Bridge Inspection	185,243.00	\$41,464.50
	Wadis	145,996.91	\$101,296.42
	City of Ogdensburg	45,892.65	\$24,068.46
	Liberty Utilities	43,021.42	\$27,560.47
	OMLC	40,803.30	\$20,775.43
	Excellus	36,590.10	\$36,590.10 on 7th of March
	AEP	33,930.80	\$28,395.10
	National Grid	32,648.80	\$21,757.32
	E-Transit	26,193.54	\$13,096.77
	Strategic Development	25,500.00	\$12,000.00
		<u>615,821</u>	
	73 +/- Additional Vendors share the balance	226,868	

CASH FLOW: JANUARY - JUNE 2024

Cash Balance - DECEMBER 88,914

Income	January	February	March	April	May	June	TOTAL
Bridge Toll Income	164,671	155,096	135,097	139,150	143,325	159,629	896,968
Airport Revenue	32,683	14,928	18,160	19,522	20,986	20,986	127,265
Rental Income - BR	102,758	111,053	107,484	107,484	107,484	107,484	643,746
Rental Income - IP	74,829	74,311	78,777	78,777	78,777	80,450	465,922
Rental Income - AP	8,578	10,458	9,178	9,402	9,625	9,625	56,867
Airport Fuels Sales	36,042	24,342	38,746	41,652	44,776	48,258	233,817
Airport AEAS	240,071	309,224	378,955	378,955	394,693	415,038	2,116,936
Port Operating & Rental Fees	100,878	114,333	120,196	112,171	81,605	54,403	583,586
Interest Income	24,717	24,715	24,964	24,964	24,964	24,964	149,288
Other Income	0	409,499	239,400	72,000	1,000,462	1,351,232	3,072,593
Regular Income	785,228	1,247,960	1,150,957	984,077	1,906,696	2,272,069	8,346,986

0 CK

Expense

Salaries and Wages	162,535	249,090	158,594	164,571	164,541	164,541	1,063,872
Payroll Taxes & EE Benefits	76,463	92,957	61,971	74,582	74,582	74,582	455,137
Insurance	6,069	57,914	35,322	35,322	35,322	35,322	205,271
Utilities	18,029	12,466	16,221	15,765	15,765	13,777	92,023
General Expenses	45,861	38,304	42,425	42,425	42,425	42,425	253,865
Legal	20,154	35,072	26,515	26,515	26,515	26,515	161,286
Maintenance - BR	10,407	6,494	10,282	10,282	10,282	10,282	58,028
Maintenance - IP	1,251	6,999	5,427	5,427	5,427	5,427	29,959
Maintenance - AP	15,530	6,455	7,518	7,518	7,518	7,518	52,056
Maintenance - MT	11,582	14,034	10,150	12,688	12,688	12,688	73,829
Bridge Maintenance	143,597	0	3,475	5,200	5,200	5,200	162,672
Airport Fuel Purchases	0	38,069	34,760	34,760	34,760	34,760	177,109
Airport LEO	23,377	23,377	23,377	23,377	23,377	23,377	140,262
Airport Parking	16,679	17,345	17,745	17,745	17,745	17,745	105,004
Airport AEAS	240,071	309,224	378,955	378,955	394,693	415,038	2,116,936
Marine Terminal Management Fees	11,013	13,577	12,345	13,536	13,536	13,536	77,543
OBPA Grant Portion & Capital Expense	600,348	619,646	1,285,625	1,540,579	1,937,889	2,125,011	8,109,100
All Debt Expense	664,826	86,725	86,725	86,725	86,725	86,725	1,098,451
Regular Expenses	2,067,791	1,627,746	2,217,432	2,495,972	2,908,990	3,114,469	14,432,399

0 CK

Prior Month
Current Month Inc - Exp
Gain/(Loss)

88,914
(1,282,563)
(1,193,649)

(1,193,649)
(379,786)
(1,573,435)

(1,573,435)
(1,066,475)
(2,639,910)

(2,639,910)
(1,511,895)
(4,151,805)

(4,151,805)
(1,002,294)
(5,154,099)

(5,154,099)
(842,400)
(5,996,499)

(5,996,499)

0 CK

CASH FLOW: JANUARY - JUNE 2024

Cash Balance - DECEMBER 88,914

Income	January	February	March	April	May	June	TOTAL
Bridge Toll Income	164,671	155,096	135,097	139,150	143,325	159,629	896,968
Airport Revenue	32,683	14,928	18,160	19,522	20,986	20,986	127,265
Rental Income - BR	102,758	111,053	107,484	107,484	107,484	107,484	643,746
Rental Income - IP	74,829	74,311	78,777	78,777	78,777	80,450	465,922
Rental Income - AP	8,578	10,458	9,178	9,402	9,625	9,625	56,867
Airport Fuels Sales	36,042	24,342	38,746	41,652	44,776	48,258	233,817
Airport AEAS	240,071	309,224	378,955	378,955	394,693	415,038	2,116,936
Port Operating & Rental Fees	100,878	114,333	120,196	112,171	81,605	54,403	583,586
Interest Income	24,717	24,715	24,964	24,964	24,964	24,964	149,288
Other Income	0	409,499	239,400	72,000	1,000,462	1,351,232	3,072,593
Regular Income	785,228	1,247,960	1,150,957	984,077	1,906,696	2,272,069	8,346,986
Expense							
Salaries and Wages	162,535	249,090	158,594	164,571	164,541	164,541	1,063,872
Payroll Taxes & EE Benefits	76,463	92,957	61,971	74,582	74,582	74,582	455,137
Insurance	6,069	57,914	35,322	35,322	35,322	35,322	205,271
Utilities	18,029	12,466	16,221	15,765	15,765	13,777	92,023
General Expenses	45,861	38,304	42,425	42,425	42,425	42,425	253,865
Legal	20,154	35,072	26,515	26,515	26,515	26,515	161,286
Maintenance - BR	10,407	6,494	10,282	10,282	10,282	10,282	58,028
Maintenance - IP	1,251	6,999	5,427	5,427	5,427	5,427	29,959
Maintenance - AP	15,530	6,455	7,518	7,518	7,518	7,518	52,056
Maintenance - MT	11,582	14,034	10,150	12,688	12,688	12,688	73,829
Bridge Maintenance	143,597	0	3,475	5,200	5,200	5,200	162,672
Airport Fuel Purchases	0	38,069	34,760	34,760	34,760	34,760	177,109
Airport LEO	23,377	23,377	23,377	23,377	23,377	23,377	140,262
Airport Parking	16,679	17,345	17,745	17,745	17,745	17,745	105,004
Airport AEAS	240,071	309,224	378,955	378,955	394,693	415,038	2,116,936
Marine Terminal Management Fees	11,013	13,577	12,345	13,536	13,536	13,536	77,543
OBPA Grant Portion & Capital Expense	600,348	619,646	1,285,625	1,540,579	1,937,889	2,125,011	8,109,098
All Debt Expense	664,826	86,725	86,725	86,725	86,725	86,725	1,098,451
Regular Expenses	2,067,791	1,627,746	2,217,431	2,495,972	2,908,990	3,114,468	14,432,398
Prior Month	88,914	(1,193,649)	(1,573,435)	(2,639,910)	(4,151,805)	(5,154,098)	(5,996,498)
Current Month Inc - Exp	(1,282,563)	(379,786)	(1,066,475)	(1,511,895)	(1,002,293)	(842,400)	(5,996,498)
Gain/(Loss)	(1,193,649)	(1,573,435)	(2,639,910)	(4,151,805)	(5,154,098)	(5,996,498)	(5,996,498)

0 CK

0 CK

0 CK

**OGDENSBURG BRIDGE and PORT AUTHORITY
BRIDGE TRAFFIC FIGURES & COMPARISONS
CALENDAR YEAR 2024**

	Auto Crossings			All Other Crossings			Total Crossings			Revenue	
	2024	2019	% Change	2024	2019	% Change	2024	2019	% Change	2024	2019
Feb 1											
-											
Feb 29	32,455	35,864	-9.51%	5,140	5,662	-9.22%	37,595	41,526	-9.47%	\$97,026.00	\$106,063.25

	Auto Crossings			All Other Crossings			Total Crossings			Revenue	
	2024	2023	% Change	2024	2023	% Change	2024	2023	% Change	2024	2023
Feb 1											
-											
Feb 29	32,455	28,164	15.24%	5,140	5,073	1.32%	37,595	33,237	13.11%	\$97,026.00	\$82,599.75

Month	Auto Crossings			All Other Crossings			Total Crossings			Revenue	
	2024	2019	% Change	2024	2019	% Change	2024	2019	% Change	2024	2019
December											
November											
October											
September											
August											
July											
June											
May											
April											
March											
February	32,455	35,864	-9.51%	5,140	5,662	-9.22%	37,595	41,526	-9.47%	\$97,026.00	\$106,063.25
January	29,971	35,667	-15.97%	5,454	6,234	-12.51%	35,425	41,901	-15.46%	\$88,059.00	\$104,184.25
TOTALS	62,426	71,531	-12.73%	10,594	11,896	-10.94%	73,020	83,427	-12.47%	\$185,085.00	\$210,247.50

Loss of Revenue for Calendar Year \$25,162.50

**OGDENSBURG BRIDGE and PORT AUTHORITY
BRIDGE TRAFFIC FIGURES & COMPARISONS
CALENDAR YEAR 2024**

March 1 - March 31	Auto Crossings		All Other Crossings		Total Crossings		Revenue	
	2024	2019	2024	2019	2024	2019	2024	2019
	38,206	44,523	5,398	6,036	43,604	50,559	\$115,421.00	\$128,733.50
		-14.19%	-10.57%				-13.76%	

March 1 - March 31	Auto Crossings		All Other Crossings		Total Crossings		Revenue	
	2024	2023	2024	2023	2024	2023	2024	2023
	38,206	30,844	5,398	5,840	43,604	36,684	\$115,421.00	\$95,768.00
		23.87%	-7.57%				18.86%	

Month	Auto Crossings		All Other Crossings		Total Crossings		Revenue	
	2024	2019	2024	2019	2024	2019	2024	2019
December								
November								
October								
September								
August								
July								
June								
May								
April								
March	38,206	44,523	5,398	6,036	43,604	50,559	\$115,421.00	\$128,733.50
February	32,455	35,864	5,140	5,662	37,595	41,526	\$97,026.00	\$106,063.25
January	29,971	35,667	5,454	6,234	35,425	41,901	\$88,059.00	\$104,184.25
TOTALS	100,632	116,054	15,992	17,932	116,624	133,986	\$300,506.00	\$338,981.00

Loss of Revenue for Calendar Year \$38,475.00



**Passenger Activity Report
January - December 2024
Contour Aviation**

	Flights	Enplaned	Flt. Load	Non Rev.	Completion	On Time Performance	Flt. Load	Deplaned	Non Rev.	Total
CONTOUR										
January	30	258	29%	0	60%	68%	29%	260	0	518
February	38	293	26%	0	76%	74%	26%	304	0	597
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										
2024 Total	68	551	27%	0			27%	564	0	1,115
2023 Total	511	5,322								
2022 Total	519	7,872						7,998		
2021 Total	613	10,292						5,184		
2020 Total	548	4,279								
2019 Total	806	12,115								
2020 Enplanements with Allegiant										8,944
2019 Enplanements with Allegiant										22,438

Minimum Monthly Passenger Count to Reach
10,000 Enplanements in a Year 833

Compass Minerals Inventory Activity for: Ogdensburg/20606				Compass Minerals Inventory Activity for: Ogdensburg/20606					
FEBRUARY 2024				HWY Salt					
Ending Balance from last Month:		111,903.58		Ending Balance from last Month:		7,735.34			
DATE of Activity (mm/dd/yr)	Receiving Barge/Vessel Name	TONS IN	TONS OUT	Running Balance	DATE of Activity (mm/dd/yr)	Receiving Barge/Vessel Name	TONS IN	TONS OUT	Running Balance
2/1/2024			(1597.86)	110,305.72	2/1/2024			(470.95)	7,264.39
2/2/2024			(620.45)	109,685.27	2/2/2024			(727.05)	6,537.34
2/3/2024				109,685.27	2/3/2024				6,537.34
2/4/2024				109,685.27	2/4/2024				6,537.34
2/5/2024			(1218.28)	108,466.99	2/5/2024			(301.03)	6,236.31
2/6/2024			(1495.91)	106,971.08	2/6/2024			(303.07)	5,933.24
2/7/2024			(1287.43)	105,683.65	2/7/2024			(36.67)	5,896.57
2/8/2024			(793.16)	104,890.49	2/8/2024			(214.06)	5,682.51
2/9/2024			(1237.55)	103,652.94	2/9/2024				5,682.51
2/10/2024				103,652.94	2/10/2024				5,682.51
2/11/2024				103,652.94	2/11/2024				5,682.51
2/12/2024			(922.26)	102,730.68	2/12/2024			(145.93)	5,536.58
2/13/2024			(174.34)	102,556.34	2/13/2024			(574.66)	4,961.92
2/14/2024			(139.38)	102,416.96	2/14/2024			(537.94)	4,423.98
2/15/2024			(6.52)	102,410.44	2/15/2024				4,423.98
2/16/2024			(1.32)	102,409.12	2/16/2024				4,423.98
2/17/2024				102,409.12	2/17/2024				4,423.98
2/18/2024				102,409.12	2/18/2024				4,423.98
2/19/2024				102,409.12	2/19/2024				4,423.98
2/20/2024			(183.92)	102,225.20	2/20/2024				4,423.98
2/21/2024			(1102.80)	101,122.40	2/21/2024				4,423.98
2/22/2024			(928.80)	100,193.60	2/22/2024			(68.43)	4,355.55
2/23/2024			(1799.28)	98,394.32	2/23/2024				4,355.55
2/24/2024				98,394.32	2/24/2024				4,355.55
2/25/2024				98,394.32	2/25/2024				4,355.55
2/26/2024			(691.91)	97,702.41	2/26/2024			(172.07)	4,183.48
2/27/2024			(688.70)	97,013.71	2/27/2024			(139.43)	4,044.05
2/28/2024			(502.12)	96,511.59	2/28/2024				4,044.05
2/29/2024			(289.89)	96,221.70	2/29/2024			(293.47)	3,750.58
MONTH-END TOTALS & BALANCE		0.00	(15681.88)	96,221.70	MONTH-END TOTALS & BALANCE		0.00	(3984.76)	3,750.58

Compass Minerals Inventory Activity for: Ogdensburg/20606				Compass Minerals Inventory Activity for: Ogdensburg/20606			
Report by Monday Morning (9:00 am CST) to: Email - leathersd@compassminerals.com				Report by Monday Morning (9:00 am CST) to: Email - leathersd@compassminerals.com			
		HWY Salt				THAWROX	
Ending Balance from last Month:		96,723.82		Ending Balance from last Month:		3,248.46	
DATE of Activity (mm/dd/yr)	Receiving Barge/Vessel Name	TONS IN	TONS OUT	Receiving Barge/Vessel Name	TONS IN	TONS OUT	Running Balance
3/1/2024			(251.17)			(219.50)	3,028.96
3/2/2024							3,028.96
3/3/2024							3,028.96
3/4/2024			(34.82)				3,028.96
3/5/2024							3,028.96
3/6/2024							3,028.96
3/7/2024			(183.93)				3,028.96
3/8/2024			(326.46)				3,028.96
3/9/2024							3,028.96
3/10/2024							3,028.96
3/11/2024			(337.51)				3,028.96
3/12/2024			(52.51)				3,028.96
3/13/2024			(241.36)				3,028.96
3/14/2024			(54.17)				3,028.96
3/15/2024							3,028.96
3/16/2024							3,028.96
3/17/2024							3,028.96
3/18/2024			(37.42)				3,028.96
3/19/2024			(163.35)				3,028.96
3/20/2024			(331.81)				3,028.96
3/21/2024			(292.05)				3,028.96
3/22/2024			(396.71)				3,028.96
3/23/2024							3,028.96
3/24/2024							3,028.96
3/25/2024			(186.98)			(135.23)	2,893.73
3/26/2024			(1047.81)			(63.20)	2,830.53
3/27/2024			(1073.90)			(63.78)	2,766.75
3/28/2024			(385.93)			(138.55)	2,628.20
3/29/2024			(814.31)			(357.81)	2,270.39
3/30/2024							2,270.39
3/31/2024							2,270.39
MONTH-END TOTALS & BALANCE		0.00	(6212.20)	MONTH-END TOTALS & BALANCE		0.00	(978.07)
							2,270.39

MEAL - FEBRUARY 2024

<u>Date</u>	<u>Railcars - Trucks</u>	<u>LBS. Received</u>	<u>ST Received</u>	<u>LBS Trucked out</u>	<u>ST Trucked Out</u>	<u>ST Inventory</u>	<u>LBS Inventory</u>
	Balance Forward					497.69	995340
2/21/2024	BL 90538457			65960	32.98	464.71	929380
2/21/2024	BL 90546321	66440	33.22			497.93	995820
2/29/2024	BL 90556740			63320	31.66	466.27	932500

PELLETS - FEBRUARY 2024

<u>Date</u>	<u>Railcars - Trucks</u>	<u>LBS. Received</u>	<u>ST Received</u>	<u>LBS Trucked out</u>	<u>ST Trucked Out</u>	<u>ST Inventory</u>	<u>LBS Inventory</u>
	Balance Forward						
2/7/2024	CCLX 95001 - 90504134	181400	90.7			90.70	181400
2/7/2024	GACX 516079 - 90504135	183850	91.93			182.63	365250
2/14/2024	BL 90535421			43860	21.93	160.70	321390
2/14/2024	BL 90536754			55820	27.91	132.79	265570
2/14/2024	BL 90533659			45000	22.5	110.29	220570
2/15/2024	BL 90538456			59040	29.52	80.77	161530
2/20/2024	BL 90536809			57260	28.63	52.14	104270
2/21/2024	BL 90536810			64760	32.38	19.76	39510
2/26/2024	BL 90546190			61180	30.59	0.00	0

MICAL - MARCH 2024

<u>Date</u>	<u>Railcars - Trucks</u>	<u>LBS. Received</u>	<u>ST Received</u>	<u>LBS Trucked out</u>	<u>ST Trucked Out</u>	<u>ST Inventory</u>	<u>LBS Inventory</u>
	Balance Forward					466.27	932500
3/1/2024	BL 90555760	57500	28.75			495.02	990000
3/1/2024	BL 90557648	57880	28.94			523.96	1047880
3/4/2024	BL 90557657	47540	23.77			547.73	1095420
3/4/2024	BL 90558984	69100	34.55			582.28	1164520
3/4/2024	BL 90555761	68500	34.25			616.53	1233020
3/18/2024	BL 90578416			43940	21.97	594.56	1189080
3/18/2024	BL 90576892	62340	31.17			625.73	1251420
3/25/2024	BL 90587205			65340	32.67	593.06	1186080

PELLETS - MARCH 2024

<u>Date</u>	<u>Railcars - Trucks</u>	<u>LBS. Received</u>	<u>ST Received</u>	<u>LBS Trucked out</u>	<u>ST Trucked Out</u>	<u>ST Inventory</u>	<u>LBS Inventory</u>
	Balance Forward					0	0
3/1/2024	GACX 516094	187650	93.83			93.83	187650
3/1/2024	BL 90556739			62320	31.16	62.67	125330
3/15/2024	CCLX 95076 - BL 90561787	192150	96.08			158.75	317480
3/15/2024	GACX 14232 - BL 90561789	195900	97.95			256.7	513380
3/15/2024	GCCX 42026 - BL 90561788	199050	99.53			356.23	712430
3/19/2024	CCLX 92065 - BL 90561786	189900	94.95			451.18	902330
3/19/2024	CRDX 312406 - BL 90561785	170150	85.08			536.26	1072480





OGDENSBURG BRIDGE & PORT AUTHORITY
BUILDING OCCUPANCY REPORT
March 14, 2024

Commerce Park Campus

<i>Building</i>	<i>% Occupied</i>	<i>Total SF</i>	<i>Available</i>	<i>Occupied</i>	<i>Tenant</i>
1	71%	30,000	8,835	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	23%	20,000	15,490	2,324	Day Automation
				1,061	T-Base Communications
				850	5G Technologies USA
				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
	86%	170,200	24,325	145,875	

Bridge Administration Building

<i>Suite</i>	<i>% Occupied</i>	<i>Total SF</i>	<i>Available</i>	<i>Occupied</i>	<i>Tenant</i>
BAB	100%	5,316	0		
103				536	OBPA Economic Development
104				1,054	SUNY IT
201A				120	Demers, Inc.
201B				140	Cortech/Penski
201C				368	OBPA Executive Director
204				1,689	Stephens Media Group
205				207	Griffith/Lambert
206				182	Griffith/Lambert
207A				170	Dan Dodge
207B				220	Mack Global Engineering
208				158	Barbara Pleet
209				180	Knudsen Systems
210				292	Glenda Jones
	100%	5,316	0	5,316	

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	Ingredion - Grain Storage
				393	NYOG Office
P4	100%	15,000	0	15,000	Corning
P5	33%	40,000	26,667	13,333	Ingredion - Grain Storage
P6	40%	20,000	12,000	8,000	Port Operations
P8	100%	23,000	0	23,000	Compass Minerals/Thawrox
Yard	100%	43,560	0	43,560	Steel Beam Storage
	80%	191,560	38,667	152,893	

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	91%	11,550	1,036		
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				1,108	Oudheusden
8				1,036	Tate Jr.
9				0	Vacant - Used for OGS Storage
10				1,036	Richardson
				1,046	Mechanical / Operations Storage
	96%	26,022	1,036	24,986	



OGDENSBURG BRIDGE & PORT AUTHORITY
BUILDING OCCUPANCY REPORT
 April 5, 2024

Commerce Park Campus

<i>Building</i>	<i>% Occupied</i>	<i>Total SF</i>	<i>Available</i>	<i>Occupied</i>	<i>Tenant</i>
1	71%	30,000	8,835	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	23%	20,000	15,490	2,324	Day Automation
				1,061	T-Base Communications
				850	5G Technologies USA
				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
	86%	170,200	24,325	145,875	

Bridge Administration Building

<i>Suite</i>	<i>% Occupied</i>	<i>Total SF</i>	<i>Available</i>	<i>Occupied</i>	<i>Tenant</i>
BAB	100%	5,316	0		
103				536	OBPA Economic Development
104				1,054	SUNY IT
201A				120	Demers, Inc.
201B				140	Cortech/Penski
201C				368	OBPA Executive Director
204				1,689	Stephens Media Group
205				207	Griffith/Lambert
206				182	Griffith/Lambert
207A				170	Dan Dodge
207B				220	Mack Global Engineering
208				158	Barbara Pleet
209				180	Knudsen Systems
210				292	Glenda Jones
	100%	5,316	0	5,316	

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	Ingredion - Grain Storage
				393	NYOG Office
P4	100%	15,000	0	15,000	Corning
P5	33%	40,000	26,667	13,333	Ingredion - Grain Storage
P6	40%	20,000	12,000	8,000	Port Operations
P8	100%	23,000	0	23,000	Compass Minerals/Thawrox
Yard	100%	43,560	0	43,560	Steel Beam Storage
	80%	191,560	38,667	152,893	

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	91%	11,550	1,036		
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				1,108	Oudheusden
8				1,036	Tate Jr.
9				0	Vacant - Used for OGS Storage
10				1,036	Richardson
				1,046	Mechanical / Operations Storage
	96%	26,022	1,036	24,986	

**OGDENSBURG BRIDGE & PORT AUTHORITY
MARCH 14, 2024 BOARD MEETING**

Agenda Item A. General Administration
1. Approval of Credit Card Policy

REPORT:

The Ogdensburg Bridge & Port Authority has had credit cards through Bank of America for some time. However, there are old credit cards or recurring charges on old credit cards that the Authority has that are in the names of employees no longer in its employ. Seeing this as a great opportunity to start over, the Authority has obtained new credit cards through Community Bank, NA. A new credit card policy, attached, will accompany the new credit cards.

Staff recommends accepting this new, updated policy for OBPA credit card holders.

RESOLUTION:

RESOLVED, that the Chief Financial Officer is hereby authorized and directed to introduce the new, updated credit card policy for all employees who will be able to use company credit cards including the completion of the signature page.

INITIATOR / PREPARER Patricia Nisco APPROVED BY: 

MOTION MADE BY _____ Unanimous Yes No

SECONDED BY _____ Abstained _____

OGDENSBURG BRIDGE & PORT AUTHORITY
CORPORATE CREDIT CARD POLICY

OVERVIEW:

This Corporate Credit Card Policy for the Ogdensburg Bridge & Port Authority (the Authority) sets forth the guidelines that will be applied to all employees who are issued a corporate credit card from the Authority. This policy conveys company expectations and procedures for the issuance, application, use, safeguarding, payment, and termination of a corporate credit card issued to the Ogdensburg Bridge & Port Authority's employees. This policy will be effective as of the 15th of March 2024. Cardholders and their supervisors are responsible for ensuring adherence to this Corporate Credit Card Policy, thereby taking appropriate measures to minimize the risk of fraudulent or corrupt credit card use. The corporate credit card is meant to allow employees access to efficient, flexible, and alternative means of payment for *pre-approved* expenses.

I. ELIGIBILITY & APPROVAL

- A. **Eligibility:** The Ogdensburg Bridge & Port Authority maintains a corporate credit card program for full-time employees who will regularly incur business expenses. As a rule, eligibility will be limited to management employees. In order to be eligible, the employee must travel frequently in the course of his/her duties, travel internationally in the course of his/her duties, purchase goods and services for use by the company, or frequently incur other business-related expenses of a kind appropriately paid by credit card.
- B. **Approval:** Eligible employees as designated by the Ogdensburg Bridge & Port Authority should contact Patricia Nisco, Plan Administrator, who will handle all arrangements for obtaining corporate credit cards.

II. PROCEDURES & POLICY

- A. **Use & Financial Responsibilities:** The employee agrees to comply with all applicable policies and procedures of the Authority and this Corporate Credit Card Policy. The corporate credit card is to be used **ONLY** for official business expenditures, *not* personal expenses. The cardholder is responsible for ensuring that the credit card purchases are properly approved. The Ogdensburg Bridge & Port Authority will pay for the total balance by the payment due date each month for each company approved charge by the cardholder.
- B. **Expenses Allowed on the Company Credit Card:**
1. Transportation fares (air, or train travel) for work-related meetings/conferences and applicable taxes or tolls
 2. Gas purchases or auto emergency related expenses only if using a company vehicle
 3. Local Transportation during work-related trips (taxi fares, rental car, etc.) and parking expenses
 4. Accommodation and related expenses such as internet connection fees during work-related travel
 5. Meals during work-related travel
 6. Training and/or educational material
 7. Expenses involved in meeting with clients (itinerary to be pre-approved)
 8. Printed or business materials or other expenditures that require/are facilitated by the use of a credit card for payment

C. Expenses Not Allowed on the Company Credit Card:

1. If employee is using his/her own vehicle (only if an Authority vehicle is not available) for work-related travel, employee will receive mileage paid at the current IRS mileage rate. In this case, gas purchases, EV charging, and regular car upkeep, etc. are not allowed on the company credit card as they are to be covered under the mileage payment.
2. Withdrawal of cash, purchase of bank cheques or traveler's cheques, and electronic cash transfers
3. Parking tickets and/or speeding fines
4. Laundry, theatre tickets, entertainment entrance fees, and other personal charges
5. Alcohol, drugs, weapons, pornography or other adult entertainment
6. Expenses of Non-Employees: should an employee bring his/her spouse or other non-employee while traveling, any transportation, lodging, meal, or other expense for the non-employee must be paid by the employee. This includes the difference between, say, a single-occupancy room rate (for the employee only) and a multiple-occupancy room rate (for the employee and non-employee) at a hotel or conference.

D. Credit Card Use for Travel & Conferences: For detailed information on travel and conference/meeting attendance, please refer to the Ogdensburg Bridge & Port Authority's Travel Policy.

E. Exceptions: The Authority recognizes that each case is different and that one employee may require a consideration different than another employee. Therefore, an employee has the right to apply for an exception with an explanation. Exceptions will be determined on case-specific circumstances.

F. Spending Limits: Each credit card, with the exception of the Chief Financial Officer, will have a \$4,000.00 limit. This limit may be revised should circumstances arise, and will be dealt with on a case-by-case basis.

G. Receipts and Expense Reports: Cardholders must forward physical proof of each transaction with the corporate credit card to the appropriate Account Clerk. An itemized receipt, online confirmation and/or packing slip (in the instance of an online purchase) are acceptable forms of physical proof of expenditure. The following information will be visible on a credible transaction: date of purchase, vendor name, quantity, unit price, and grand total of expenditures, as appropriate. Restaurant expenditures should have both the top credit card receipt and the itemization of bill. Additionally, a written notation should supplement restaurant receipts with the business purpose and names & titles/affiliations of persons in attendance. The Chief Financial Officer and/or Executive Director reserves the right to review monthly credit card statements, with or without cause.

H. Credit Card Violations & Consequences: Credit Card Violations include the items listed in Letter C.; allowing unauthorized users to use the corporate credit card; exceeding the credit card limit; failing to return the credit card when a cardholder is terminated; or any terms determined by the Ogdensburg Bridge & Port Authority. Non-compliance with the conditions of this policy or to any Authority policy that may apply to this Corporate Credit Card policy, could result in cancellation of the card and withdrawal of corporate credit card privileges. Any breach of this policy may also result in disciplinary action against the employee up to and including termination. Purchase of drugs, weapons, or pornography will result in immediate termination and possible legal action. The Authority will consider the facts and circumstances of each incident and will take action as deemed appropriate for the incident or continued pattern of misuse. The Ogdensburg Bridge & Port Authority reserves the right to recover any monetary consideration from the cardholder.

I. Ownership and Cancellation of the Credit Card: The cardholder is accountable for all activity on the corporate credit card in his/her name. This corporate credit card may not be transferred, assigned to, or used by anyone other than the designated cardholder. The credit card will be returned to the Ogdensburg Bridge & Port Authority upon any notification of termination, and the cardholder must reconcile all expenditures on the credit card since the last credit card statement. It is the responsibility of the departing cardholder to ensure that the account is settled prior to departure.

J. Disputed Items: It is the cardholder's responsibility to follow-up on any erroneous charges, returns, or adjustments to ensure that proper credit is given on subsequent statements. The Chief Financial Officer, as Plan Administrator and Liaison with the Bank, must also be notified of any disputed items and ongoing updates until the matter is resolved.

K. Protecting the Credit Card: Lost or stolen cards must be reported immediately to one of the following: the employee's supervisor, the Accounting Supervisor, the Chief Financial Officer, or Executive Director within two (2) business days of the incident.

L. Safekeeping: Newly issued credit cards should be signed immediately by the Cardholder. All credit cards will be kept safely at the Bridge Administration Building and can be signed out when needed. When using the card for approved internet transactions, care should be taken that the site utilizes recognized encryption technology. Card numbers should not be saved or stored in online accounts.

M. Contact Information: For any issues, comments, or questions regarding the use of the Corporate Credit Card or any of the policies discussed herein, please contact Patricia Nisco, Chief Financial Officer, during working hours in her office, at 315.393.4080, ext. 231 or pnisco@ogdensport.com. Please do not assume "if it is not in the policy, it is okay"; ask if there is an instance that is not covered.

EMPLOYEE ACKNOWLEDGEMENT

I, _____, acknowledge that I have received and understand the Ogdensburg Bridge & Port Authority's Credit Card Policy as approved by the Board of Directors on the 14th of March 2024, and agree to abide by the policies stated herein.

I also acknowledge that the limit on my corporate credit card is \$4,000.

Signature of Cardholder

Date

**OGDENSBURG BRIDGE & PORT AUTHORITY
MARCH 14, 2024 BOARD MEETING**

Agenda Item A. General Administration
2. Approval of Use of NYS Travel Manual


REPORT:

With the institution of a new credit card usage policy for the Ogdensburg Bridge & Port Authority, staff realized that, as a matter of housekeeping, the travel policy had not been reviewed by the Board of Directors in some time. The Authority follows the Travel Manual as updated by the Office of the State Comptroller, State of New York.

Staff recommends the use of the NYS Comptroller's February 2024 Travel Manual to update its travel policy.

RESOLUTION:

RESOLVED, that the Chief Financial Officer is authorized and directed to update the Ogdensburg Bridge & Port Authority's travel policy following the February 2024 NYS Comptroller's Office Travel Manual and make future revisions based on updates from the State Comptroller's Office.

INITIATOR / PREPARER Patricia Nisco APPROVED BY: 

MOTION MADE BY _____ Unanimous Yes No

SECONDED BY _____ Abstained _____



State of New York
Office of the State Comptroller
Travel Manual

Prepared by:
Division of Contracts and Expenditures
Bureau of State Expenditures

Revised: 2/22/2024

TABLE OF CONTENTS

TRAVEL POLICY STATEMENT.....	1
GENERAL GUIDELINES AND RESPONSIBILITIES.....	1
AGENCY RESPONSIBILITY.....	2
SUPERVISOR'S RESPONSIBILITY.....	2
TRAVELER'S RESPONSIBILITY.....	3
OFFICIAL STATION.....	3
DETERMINING TRAVEL STATUS.....	3
TRAVEL IN PROXIMITY OF OFFICIAL STATION OR HOME.....	4
REIMBURSEMENT ALLOWANCES.....	4
OVERNIGHT TRAVEL REIMBURSEMENT.....	4
UNRECEIPTED METHOD (METHOD 1).....	4
RECEIPTED METHOD (METHOD 2).....	5
DAY TRIP REIMBURSEMENT.....	6
MEALS AND LODGING PROVIDED BY AGENCY.....	6
WEEKEND ALLOWANCE.....	6
MISCELLANEOUS EXPENSES.....	6
REIMBURSABLE EXPENSES.....	7
NONREIMBURSABLE EXPENSES.....	7
CONFERENCE CONSIDERATIONS.....	7
FOREIGN TRAVEL.....	7
EXTENDED TRAVEL.....	8
TRANSPORTATION.....	8
COMMON CARRIER.....	9
PERSONAL VEHICLE.....	9
STATE VEHICLE.....	10
RENTAL VEHICLE.....	10
TRAVEL BY PERSONALLY OWNED AIRPLANE.....	10
ADDITIONAL TRANSPORTATION EXPENSES.....	10
TRAVEL CARD PROGRAM.....	11
TRAVEL ADVANCES.....	11
RECEIPT REQUIREMENTS.....	12
IRS REQUIREMENTS.....	12
INTERVIEWS FOR EMPLOYMENT.....	13
COMMISSIONERS AND CERTAIN SENIOR OFFICIALS.....	13
DAY TRIP REIMBURSEMENT.....	14
CERTIFICATION OF EXPENSE REPORTS.....	14
NON-SALARIED PUBLIC OFFICERS.....	14
DAY TRIP REIMBURSEMENT.....	14

Office of the State Comptroller - Travel Manual

Travel Policy Statement

The purpose of this Travel Manual is to help agencies, employees and certain public officials understand and apply the State's travel rules and regulations and to provide instructions regarding reimbursement for expenses while in travel status. The Office of the State Comptroller sets rules and regulations for reimbursement of expenses incurred while traveling on official State business. These rules and regulations are also included by reference in collective bargaining agreements. When an employee travels on official State business, only actual, necessary and reasonable business expenses will be reimbursed.

Employee reimbursements are processed and paid through the Employee Expense function in the Statewide Financial System (SFS), and non-employee expenses are processed through the Accounts Payable (AP) function.

As discussed in more detail in this manual, the State of New York has a Travel Card Program (travel card) to provide State employees with a mechanism to pay for travel expenses.

In conjunction with the implementation of SFS, the Office of General Services (OGS) created the Non-Employee Travel Card (NET-Card), which is used for non-employee travel expenses. NET-Card transactions are reconciled through the SFS AP function and should not be used for employee travel expenses. OGS has posted additional information on the set-up and maintenance of NET-Card accounts.

A State procurement card should be used when making State purchases of goods and services not related to employee or non-employee travel. For more information related to the appropriate use of an agency issued procurement card, refer to the Procurement Card Guidelines.

General Guidelines and Responsibilities

- Employees are in travel status when they are 35 miles or more from both their official station and their home (defined in the Official Station Section of this manual).
- The designation of official station will be determined by agency management in the best interest of the State and not for the convenience of the employee. The Comptroller's Office reserves the right to request justification from an agency to support its designation of official station. Official station designation relates to the position, not to the person (i.e., a full-time employee working for one agency in one position will have only one official station; a part-time employee working for two agencies in two different positions will have two official stations).
- Travel between the employee's home and official station is considered commuting and should not be reimbursed. Reimbursing commuting costs can have significant tax consequences for the employee (please refer to the *Guide to Financial Operations* Chapter XIII, Section 6 for more information).
- Expense reports should be submitted within 30 days of the end of the travel event to account for all expenses, reimburse the traveler for out-of-pocket expenses and reconcile the associated agency travel card charges. Employees are still required to submit expense reports to account for all expenses even if they miss the 30-day submission window.
- Agencies should check OGS contracts for the type of travel-related services available. Currently, OGS has contracts for car rentals, air travel, and centralized travel agent services, both statewide and regional. Travel agents may charge a transaction fee for various services. You can obtain more information on these contracts through the OGS website.

Office of the State Comptroller - Travel Manual

Agency Responsibility

Ensure:

- all authorized travel is in the best interest of the State.
- all expenses are actual, reasonable and necessary.
- the most economical method of travel is used in the best interest of the State.
- compliance with Internal Revenue Service (IRS) regulations.
- the official station of each employee is designated in the best interest of the State. Where it is not the employee's usual work location, ensure proper tax reporting consistent with the *Guide to Financial Operations Chapter XIII, Section 6*.
- employees obtain appropriate approvals prior to traveling, and exceptions or waivers are justified and necessary.
- adequate funds are available for travel.
- all travel card charges are reconciled correctly.
- any overpayments or improper charges are recovered promptly.
- all expenses comply with the State Comptroller's rules and regulations, this Travel Manual, the *Guide to Financial Operations* and policies published by oversight agencies such as the Division of the Budget and the Governor's Office of Employee Relations.
- if the agency processes expense reports through OGS's Business Service Center (BSC), all expenses comply with BSC requirements.
- original receipts are maintained in accordance with State Archives and Records Administration guidelines.

Establish:

- an agency-specific policy related to travel procedures when employees are in travel status.
- procedures to ensure accountability of cash advances and appropriate use and timely reconciliation of travel card charges.
- procedures for the review and approval of employee expense reports in a complete and timely manner.

Provide:

- guidance and training to agency supervisors and staff in proper procedures for reimbursing travel expenses.
- a means (e.g., travel card, cash advance) to minimize out-of-pocket travel expenses and control all travel-related documents (e.g., expense reports, tax exempt certificates).

Maintain:

- legible receipts and other supporting documentation, which must be made available for audit upon request. (Original receipts or legible scanned copies are acceptable. For more information about required receipts, see the Receipt Requirements Section of this Travel Manual.) Agencies are required to maintain the receipts and cannot delegate this responsibility to the travelers.

Supervisor's Responsibility

- Know the State's travel rules and regulations.
- Know your agency's specific travel policies and procedures.
- Know your staff's official station and the effect on their travel reimbursements, including, where applicable, the taxability of reimbursements (please refer to the *Guide to Financial Operations Chapter XIII, Section 6* for more information).
- Authorize travel only when necessary.

Office of the State Comptroller - Travel Manual

- Review travelers' itineraries in advance to ensure the most economical method of travel is used in the best interest of the State.
- Verify that expenses are within allowable rates and all required documentation is included (e.g., scanned or attached) and that expenses are actual, necessary and reasonable (for more information about required receipts, see [Receipt Requirements Section](#) of this Travel Manual).
- Review and approve expense reports in a complete and timely manner.

Traveler's Responsibility

- Know State travel rules and regulations.
- Know your agency's policies and procedures.
- Know your official station and its effect on (i) your eligibility for travel reimbursement, and (ii) the taxability of certain expenses (please refer to the *Guide to Financial Operations Chapter XIII, Section 6* for more information).
- Obtain necessary approvals for travel, including method of travel.
- Secure the most economical method of travel in the best interest of the State.
- Obtain all necessary travel documents (e.g., expense report, tax exempt certificate, receipts).
- Use the travel card to minimize out-of-pocket expenses.
- Maintain an accurate record of expenses including departure and return times, and mileage.
- Include required receipts or documentation when submitting expense report (for more information about required receipts, see [Receipt Requirements Section](#) of this Travel Manual).
- Submit claims for reimbursement for only actual allowed expenses within reimbursement rate limits.
- Promptly account for any cash advance received, or charges made to the travel card.
Submit accurate expense reports within 30 days of the end of the travel event.

Official Station

The official station should be the employee's usual work location. The official station is designated by the agency and the designation must be in the best interest of the State. The purpose of an official station is to establish when the employee is in travel status and eligible for reimbursement of travel expenses. Travel between the employee's home and official station is considered commuting and is generally not reimbursable. The employee's home is considered to be in the city or town in which the employee primarily resides when working at their official station. If an employee works at more than one location, the employee's official station will normally be the employee's main place of business (i.e., the place where the employee works more time than any other work location).

While an agency can still make a designation in the best interest of the State, if an agency assigns an official station that is not an employee's main place of business, there may be tax reporting obligations on the part of the State and potentially significant tax consequences for the employee. Please refer to the *Guide to Financial Operations Chapter XIII, Section 6* for additional guidance on the potential tax consequences of assigning an incorrect official station.

Determining Travel Status

When employees are on assignment at a work location 35 miles or more from both their official station and their home, they are considered in travel status and are eligible for reimbursement of travel expenses in accordance with this Travel Manual. Employees must obtain appropriate approvals prior to traveling for an assignment.

Office of the State Comptroller - Travel Manual

Travel in Proximity of Official Station or Home

When an employee is assigned to work at an alternate work location which is less than 35 miles from either their home or their official station, the employee is not considered to be in travel status, but rather is considered to be traveling in the proximity of their official station. When traveling in the proximity of home or official station, an employee using a personal vehicle is, as outlined below, entitled to reimbursement of transportation expenses associated with travel:

- from home to an alternate work location.
- between the official station and an alternate work location.
- between alternate work locations.
- from an alternate work location to the employee's home.

When travel is from an employee's home to an alternate work location, or from an alternate work location to home, at a minimum, transportation expenses must be reimbursed using the lesser of 1) mileage between the employee's home and the alternate work location or 2) mileage between the employee's official station and the alternate work location, multiplied by the IRS mileage reimbursement rate. This reimbursement method is called the "lesser of mileage rule." Agency management has the discretion to establish a reimbursement policy that provides for reasonable reimbursement of transportation expenses in excess of the amount calculated under the "lesser of mileage rule." [Click here for examples of the application of the lesser of mileage rule.](#)

When travel is between an employee's official station and an alternate work location, or between two or more alternate work locations, transportation expenses must be reimbursed by payment for the actual mileage between such locations, multiplied by the IRS mileage reimbursement rate.

The expense of meals or lodging within the proximity of the employee's official station will not normally be reimbursed unless it is in the best interest of the State, as determined by the head of the agency's finance office. Reimbursement for travel in the proximity of the employee's home or the employee's official station is subject to the audit of the Comptroller. Commuting costs generally should not be allowed between an employee's home and their official station. On the rare occasion, these may result in tax consequences associated with the reimbursement, some of which may be significant to the employee. For additional information, please refer to the *Guide to Financial Operations Chapter XIII, Section 6*.

Reimbursement Allowances

Overnight Travel Reimbursement

Employees may choose one of two methods for expense reimbursement for overnight travel, whichever is to their advantage. Travelers may not, however, combine the two methods on the same overnight trip. An overnight trip is defined as dinner, lodging and breakfast the following morning. Breakfast and dinner are reimbursable meals; lunch is not.

Unreceipted Method (Method 1)

This method provides for a fixed rate allowance for meals, lodging and incidental expenses regardless of where lodging is obtained, including lodging with relatives or friends. Rates are established based on the city or county where lodging is obtained or the location to which the employee was traveling (whichever rate is less), and such location must be indicated on the expense report. No receipts are required to claim this method of reimbursement, but receipts are required for travel card charges – even if the charges are related to

Office of the State Comptroller - Travel Manual

meals for this overnight trip. Receipts are also required for expenses not included in the fixed rate allowances for meals, lodging and incidental expenses.

Current rates are as follows:

Location	Per Diem
New York City and Nassau, Suffolk, Rockland and Westchester Counties	\$50.00
Cities of Albany, Binghamton, Buffalo, Rochester, Syracuse and their respective surrounding metropolitan areas	\$40.00
All other locations in New York State	\$35.00
Out of State (this includes any out of state tax on lodging)	\$50.00

Travelers using this unreceipted method are also eligible for an additional \$5.00 for breakfast on the day of departure if they have to leave at least one hour before their normal work start time. They are also eligible for an additional \$12.00 for dinner on the day of return if they return at least two hours later than their normal work ending time.

For example, a traveler leaves Albany at 7:00 a.m. heading to New York City. The traveler stays overnight at a friend's house in New York City and arrives back in Albany the next day at 6:00 p.m. The traveler's scheduled work hours are from 8:00 a.m. to 4:00 p.m. The traveler is entitled to the unreceipted per diem of \$50 for the one-night stay in New York City. In addition, the traveler is entitled to an additional \$5.00 for breakfast and \$12.00 for dinner.

Receipted Method (Method 2)

This method provides reimbursement of actual lodging costs and an allowance for meals and incidental expenses based on federal reimbursement rates for the county of lodging. The per diem rates for locations within the continental United States are revised annually ([Click here for current rates](#)). Since rates are based on location of lodging, the city and state of the lodging location must be indicated on the expense report. Receipts are required for lodging. Receipts are not required to claim Method 2 meal per diems, but receipts are required for travel card – even if the charges are related to meals for this overnight trip. Receipts are also required for expenses not included in the fixed rate allowances for meals, lodging and incidental expenses.

For each day the traveler is in overnight travel status, the traveler is eligible for reimbursement for lodging up to a maximum lodging per diem and meals at a per diem fixed allowance. The meal per diem is for dinner one night and breakfast the following day.

Travelers using this method are also eligible for an additional per diem for breakfast if they have to leave at least one hour before their normal work start time the first day of travel, and/or for dinner if they return at least two hours later than their normal work ending time on the last day of travel. In these cases, breakfast and/or dinner will be reimbursed up to the maximum amount of the meal per diem allowance specified for the particular area of lodging. The meal per diem allowance is apportioned for breakfast and dinner. Please refer to the *Guide to Financial Operations* [Chapter XIII, Section 4.D](#) for current meal allowances.

Office of the State Comptroller - Travel Manual

Maximum lodging rates exclude taxes. For travel within New York State, a Tax Exemption Certificate (ST-129) should be used. For travel outside of New York State, state and local taxes are not included in the maximum lodging amount and will be reimbursed in addition to the per diem amount.

Finally, on occasion, travelers may be unable to find a hotel at a rate that does not exceed the maximum federal lodging per diem rate for the location of travel. If that occurs, travelers must obtain prior approval from his/her agency finance office to exceed the federal lodging per diem rate.

Day Trip Reimbursement

Travelers may be reimbursed for breakfast and/or dinner for day trips based on departure and return times. Travelers are entitled to reimbursement for breakfast if they have to leave at least one hour before their normal work start time, and/or for dinner if they return at least two hours later than their normal work ending time.

Travelers without meal receipts are reimbursed \$5.00 for breakfast and/or \$12.00 for dinner. For example, a traveler leaves Albany at 7:00 a.m. for New York City. The traveler arrives back in Albany the same day at 6:00 p.m. The traveler's scheduled work hours are from 8:00 a.m. to 4:00 p.m. The traveler is entitled to \$5.00 for breakfast and \$12.00 for dinner.

Travelers with meal receipts are reimbursed up to the maximum amount of the meal per diem allowance (Method 2) specified for the particular area related to the travel destination. The meal per diem allowance is apportioned for breakfast and dinner. Please refer to the Guide to Financial Operations Chapter XIII, Section 4.D for current meal breakdowns.

Day trip meal reimbursements are reportable as income to the IRS.

Meals and Lodging Provided by Agency

If meals and/or lodging are provided by the employee's agency or another agency without charge to the traveler, that fact including the name of the agency must be indicated on the expense report. Lodging and/or meals when provided at no cost to the employee by a State agency or third party as part of an assignment are not reimbursable. If only lodging was provided, meal allowances based on location of lodging may still be claimed.

Weekend Allowance

Travelers are allowed lodging and meals for weekends when their agencies deem it necessary for them to be in travel status. An additional reimbursement over and above the per diems may be allowed in accordance with the traveler's bargaining agreement if the traveler is 300 miles or more away from home and official station. This could occur when the agency has a business need for an employee to remain in travel status over a weekend, or when it is more economical for the State to have the employee remain in the location (e.g., where the round-trip airfare exceeds the cost of meals and lodging over the weekend).

Miscellaneous Expenses

Only actual, reasonable and necessary business-related expenses will be reimbursed, and such expenses must be properly indicated and justified on the expense report.

Office of the State Comptroller - Travel Manual

Reimbursable Expenses

Business-related expenses such as:

- Telephone calls
- Internet connection fees
- Baggage transfer and storage expenses
- Supplies and materials

Nonreimbursable Expenses

Non-business related expenses such as:

- Speeding fines
- Parking tickets
- Laundry
- Entertainment (e.g., theater tickets, in-room movies)
- Other personal charges

Conference Considerations

Whenever possible, agency-sponsored conferences should be arranged at facilities honoring the federal per diem rates for meals and lodging. The cost of meeting room rentals, equipment, luncheons and breaks is normally paid directly by the agency. In selecting the conference site, the agency should consider cost, location and other special requirements. Standard procurement procedures should be followed.

On occasion, travelers must attend conferences sponsored by other organizations at facilities which exceed the maximum lodging rate. Travelers must obtain prior approval from their agency's finance offices to exceed the rate. Agency finance officials, when considering an employee's request to exceed government rates, should consider the following:

- Available lodging within the rate at a location nearby
- Transportation costs saved by staying at the conference site
- Late evening or early morning conference events
- Whether the attendee is an officer of the sponsoring organization
- Whether the attendee is a speaker or is performing other functions essential to the conference

Social activities such as sightseeing and golf outings are considered personal expenses and will not be reimbursed.

When meals and/or lodging are provided as a part of a conference or event, additional reimbursement is not permitted. If the meals and/or lodging are provided by a third party, there may be ethics considerations that should be discussed with your agency's ethics officer before the conference or event takes place.

Foreign Travel

Travel outside the continental United States is reimbursed based on the maximum per diem allowance established by the U.S. Department of State. The foreign per diem rates are published monthly and are available on the [U.S. Department of State website](#).

Office of the State Comptroller - Travel Manual

Foreign travel rates provide for lodging costs up to a maximum amount and an allowance for meals and incidental expenses. Similar to Method 2, the meal per diem is for dinner one night and breakfast the following day. Travelers are also eligible for an additional per diem for breakfast if they have to leave at least one hour before their normal work start time the first day, and/or for dinner if they return at least two hours later than their normal work ending time on the last day of travel. In these cases, the traveler would be entitled to 20 percent of the foreign meal per diem for breakfast and/or 80 percent for dinner.

Expenses directly related to lodging and meals are included in the foreign per diem allowance; however, some expenses unique to foreign travel may be reimbursed at the discretion of the agency, such as:

- Passport fees
- Visa fees
- Cost to convert currency
- Traveler's checks fees
- Laundry charges for extended stay
- Departure taxes

Extended Travel

When an employee is in travel status over an extended period of time or makes frequent trips to a single location, lodging may be obtained at a non-traditional hotel or motel such as an apartment, rooming house, bed and breakfast, or private residence. Travelers must obtain prior approval from their agency's finance offices to obtain reimbursement for such lodging. Documentation must be submitted justifying the value of the price paid for such lodging, as opposed to the cost of traditional accommodations. Upon submission of a receipt, the employee may be reimbursed on a monthly basis for the lesser of:

- The monthly rental rate charged for the non-traditional lodging, or
- The receipted per diem amount for lodging in the out-of-town location, multiplied by the number of overnight stays at the non-traditional lodging during the month.

For example, if the monthly rental amount paid for non-traditional lodging is \$500, and the federal per diem lodging rate at that location is \$100, the employee would be reimbursed for the full \$500 charged if they stay overnight at that location five or more nights during the month. However, if the employee stays overnight at that location for fewer than five nights in that month, the reimbursement for that month is limited to the number of overnight stays multiplied by the federal per diem lodging rate of \$100.

As noted previously under the discussion of the designation of an employee's official station, when an employee is in travel status over an extended period of time or makes frequent trips to a single location, there may be tax reporting obligations on the part of the State, as well as potentially significant tax consequences for the employee. Please refer to the *Guide to Financial Operations Chapter XIII, Section 6* for additional guidance on the potential tax consequences of an employee being in travel status over an extended period of time, or making frequent trips to a single location.

Transportation

Travelers should use the most efficient and cost-effective method of transportation available. When choosing a method of transportation, several factors should be considered:

- Distance being traveled
- Travel time
- Number of travelers
- Number of locations to be visited

Office of the State Comptroller - Travel Manual

- Type of transportation available
- Employee salaries and overtime

Common Carrier

Often times the most efficient and cost-effective method of transportation is using a common carrier such as a train, bus, taxicab or airplane. This is especially true when traveling between Albany and New York City. Where possible, travel should be scheduled using NYS travel services contracts and/or coach accommodations when traveling by commercial air. The contract established by OGS for airline travel must be used by employees of the Executive Branch agencies. Employees of other branches should obtain the lowest cost coach accommodations available. The passenger's portion of the airline ticket or an e-ticket must be submitted with the expense report. Boarding passes are not acceptable. Employees may only use non-contract fares when the fare saves \$200 or more per round trip, and only after having obtained prior approval from their agency's finance offices.

Train travel on Amtrak will be reimbursed at the actual cost up to the current Amtrak government rate, and the original ticket must be scanned or attached and included with the expense report.

When a common carrier is available, but a more expensive method is chosen without sufficient justification, agencies may reimburse only the common carrier rate. Any common carrier tickets should be used within one year on a future trip and should not be reconciled until the ticket is used. In accordance with the *Guide to Financial Operations Chapter XIII, Section 4.A*, in the event that common carrier tickets are not fully used within one year, the employee should return the ticket to that common carrier for a refund; this must be done within one year of the purchase date to receive a refund. Consistent with the OGS Memo dated March 12, 2012, employees may not bulk-purchase tickets using a travel card or procurement card. Employees should only purchase tickets for anticipated travel events. If a trip is cancelled at the direction of the agency, the traveler will not be responsible for any costs incurred. If a trip is cancelled for the traveler's convenience, they may be responsible for any costs.

Charges for traveling by common carrier between a transportation terminal (e.g., airport, bus or train station) and home or official station may be incurred and are reimbursable for actual costs. Personal car mileage is reimbursable in accordance with collective bargaining agreements. The personal vehicle mileage rate for Management Confidential employees will be consistent with the Governor's Office of Employee Relations annual notification to OSC regarding the IRS's standard mileage rate.

Personal Vehicle

A personal vehicle may be used for State business purposes when a State vehicle or common carrier is not available, is not cost effective or is otherwise not appropriate (for example, there is a need to transport voluminous files or documents and use of a State vehicle or common carrier is not practical). Mileage reimbursement rates are determined by the IRS and collective bargaining agreements.

Charges for gasoline, oil, accessories, repairs, depreciation, anti-freeze, towing, insurance and other expenditures will not be allowed. These are considered operational costs and are covered in the mileage allowance.

Travelers who are required to use their personal vehicles to transport clients or residents or heavy building or construction materials will receive additional mileage reimbursements in accordance with their collective bargaining agreements. The additional mileage reimbursement may be reportable as income to the IRS. For more information, please refer to the *Guide to Financial Operations Chapter XIII, Section 12*.

Office of the State Comptroller - Travel Manual

State Vehicle

If available, State vehicles should always be considered when the use of an automobile is required. Gasoline and other necessary expenses incurred while a State vehicle is being used for business purposes will be reimbursed. Emergency expenses, if justified, will be reimbursed.

Agencies are responsible for setting policy to address the use and assignment of State vehicles by their employees.

Rental Vehicle

When the use of a rental vehicle is necessary and prudent, agencies should use the OGS centralized passenger vehicle rental contract. Information about this contract may be obtained from the agency's finance office or the [OGS Travel Contracts website](#). When renting a vehicle for State business, the traveler should rent in the name of New York State and sign the agreement as an agent for the State. Any gasoline purchases and other direct costs associated with the vehicle will be reimbursed. Reimbursement for personal car mileage when using a rental vehicle will not be allowed. Employees who utilize rental vehicles for personal use must reimburse the State for the cost of any charges incurred as a result of such personal usage.

The OGS Centralized Passenger Vehicle Rental Contract includes Collision Damage Waiver Insurance (CDW) or Loss Damage Waiver Insurance (LDW) and up to \$1M Extended Liability Insurance Coverage.

All accidents must be reported immediately to the local enforcement agency, the employee's supervisor, and the rental car vendor. The renter must file a damage claim report with the rental car vendor.

Travel by Personally Owned Airplane

Authorization by the agency head is required for the use of a traveler's privately owned plane while on State business. A liability insurance policy must be currently in force and provide coverage of at least \$1,000,000.00 with the State of New York as a named insured. The insurer must be licensed by the State Department of Financial Services to conduct business in New York State, and a copy of the policy must be filed with the agency's chief fiscal officer.

Travel by privately owned plane will be reimbursed at the lesser of the personal car mileage rate (regardless of the number of passengers carried) or the published coach fare for each passenger on State business (if commercial air transportation is available between points of travel).

Additional Transportation Expenses

Toll charges will be reimbursed whether paid in cash or with an EZ Pass issued to the employee. Agencies may not establish EZ Pass accounts for employees' personal cars. However, EZ Pass accounts may be established for State vehicles. Such accounts will be established in the name of New York State. Those officers and employees who are permitted to utilize State vehicles for personal use must reimburse the State for the costs of any EZ Pass charges incurred during any personal usage.

All reasonable and necessary parking charges will also be reimbursed. Valet parking fees will only be reimbursed if it is an unavoidable expense (for example, when the hotel only offers valet parking).

Office of the State Comptroller - Travel Manual

Additionally, reasonable and customary tips for allowable valet parking and taxicab fees will be reimbursed.

Travel Card Program

The State of New York has a Travel Card Program which was created to provide employees with a mechanism to pay for travel expenses. The travel card is generally available to all employees who are expected to travel at least once a year as part of their jobs. Applications should be made through agency finance offices. Only appropriate travel expenses may be charged to the card.

Advantages to using the travel card include:

- Charges are billed directly to the State
- The need for travel advances will be reduced
- The agency and State will be able to capture a true picture of travel expenses
- Travelers using the card will not need to carry large amounts of cash or use personal credit cards
- The program provides automatic business travel accident insurance when transportation is charged to the card

Travel cards are to be used to pay only those expenses relating to travel costs incurred when traveling on official State business. Employees may not use travel cards to make personal purchases, even if they intend to reimburse the State for those expenses. In addition, travel cards must not be used to pay expenses that are not travel-related.

A procurement card should be used when making State purchases of goods and services not related to employee travel. A NET-Card should be used when making State purchases for non-employee travel expenses.

An expense report must be submitted detailing all expenses including both travel card charges and out-of-pocket expenses. Agency finance offices will reimburse out-of-pocket expenses and pay the travel card directly. Expense reports should be submitted within 30 days of the end of the travel event, since they provide information necessary to reconcile the travel card bill and refute potentially fraudulent charges. Employees are still required to submit expense reports to account for all expenses even if they miss the 30-day submission window. Revocation of an individual's travel card will occur upon repeated delays in the submission of expense reports. Expense reports must be submitted for all charges whether or not out-of-pocket expenses were incurred.

Improper or unauthorized charges may result in mandated reimbursement to the agency by the employee, suspension or loss of privileges related to the travel card, and/or disciplinary action.

Agencies are responsible for recovering any overpayments or improper charges as well as ensuring the bill is reconciled correctly. Agencies may establish policies similar to the controls and accounting for cash advances. Improper charges may be recovered from an employee's reimbursement for out-of-pocket expenses, paychecks or any other monies owed to the employee.

Employees leaving the agency must turn in their travel cards prior to leaving. Agency finance offices are responsible for verifying any outstanding charges and canceling an employee's travel card before the employee's final paycheck is issued.

Travel Advances

Office of the State Comptroller - Travel Manual

Agencies should encourage the use of the travel card and are expected to provide a travel card to each traveler who is expected to travel at least once a year as part of their jobs. This enables travelers to charge travel expenses directly to the State and avoid the need for advance payments. When use of the travel card is not viable, agencies have the discretion to issue a travel advance to the traveler to pay expenses while on official State business. The traveler may request a travel advance by submitting an application to their agency's finance office. The amount of the advance is limited to what can be reasonably estimated to be the traveler's expected business-related expenses.

Agencies must have procedures to ensure timely accounting of travel advances, including timely submission of expense reports; an employee returns any excess travel advance amount within a reasonable time; and an employee does not leave the agency's employment with an outstanding travel advance. If necessary, recovery of funds may include deductions from the employee's salary or other monies due him or her.

Receipt Requirements

Travelers must provide receipts with expense reports in accordance with the chart below. Agencies have the discretion to, on occasion, allow reimbursement of a business-related travel expense if a receipt is misplaced or illegible, and there is no reason to question the legitimacy of the expense. Also, Agencies may reimburse expenses for which receipts are not customarily provided (e.g., coin parking meters).

For additional clarification on receipt requirements, please refer to the [frequently asked questions \(FAQ's\)](#) for travel.

Expense Type	Documentation Required
Charge on the State Travel Card	Receipt
Transportation by Common Carrier (e.g. train, bus, airplane, subway)	Ticket stub if purchase price is printed on the stub; receipt and ticket stub if purchase price is not printed on the stub
Taxi	Receipt
Rental Car	Receipt showing return time
Tolls - EZ Pass	EZ pass statement with applicable charges indicated
Tolls - Cash	Receipt
Gas	Receipt
Day Trip Meals - Receipted	Receipt
Hotels - Receipted	Receipt
Miscellaneous and incidental expenses	Receipt

For unreceipted expenses, such as mileage and unreceipted per diems, receipts are not required, but receipts are required for travel card charges, including those related to meals. Travelers may be required to document unreceipted expenses in other ways (e.g., the AC-160s and AC-132s).

IRS Requirements

The IRS generally requires tax withholding and W-2 reporting for the following types of travel reimbursements:

- Per diem amounts paid in excess of the rates allowed by the federal government which are not supported by receipts
- Meal allowances paid for non-overnight travel or day trips

Office of the State Comptroller - Travel Manual

- Mileage reimbursements in excess of the maximum federal rates
- Reimbursement for expenses incurred for travel to a single location when the job assignment is realistically expected to last in excess of one year, or does in fact exceed one year. Please refer to the *Guide to Financial Operations Chapter XIII, Section 6* for additional guidance.
- Reimbursement for travel expenses from an employee's residence to their main place of business (i.e., the place where the employee works more than any other work location – also known as the employee's tax home). If an employee regularly works in more than one place, the employee's tax home is the general area where the employee's main place of business or work is located. Please refer to the *Guide to Financial Operations Chapter XIII, Section 6* for additional guidance.

Completing expense reports with the correct expense types will allow SFS to automatically generate the necessary information required by the IRS for reporting taxable payments. Please refer to the *Guide to Financial Operations Chapter XIII, Section 12* for detailed explanations and procedures regarding taxable travel reimbursements.

Interviews for Employment

For candidates applying for positions in State Service, the appointing officer of an agency may authorize reimbursement for travel expenses necessarily incurred by candidates attending interviews for positions for which there is a shortage of qualified candidates, in accordance with State Finance Law Section 203 and 2 NYCRR 8.14. For current State employees, the appointing officer of an agency may authorize reimbursement for travel expenses necessarily incurred by employees attending interviews for promotional positions, in accordance with 2 NYCRR 8.1.

- Positions in the competitive class for which there are shortages of qualified candidates shall be determined by the State Department of Civil Service;
- For positions outside the competitive class, such determination shall be made by the head of the agency in which the positions are authorized.

Reimbursement for necessary travel expenses will be allowed to candidates who reside over 50 miles from the place of interview, and in accordance with the rules detailed in this Travel Manual. Expenses may include transportation, food, and lodging.

Commissioners and Certain Senior Officials

In accordance with State Finance Law Section 109(5) and Section 24 of Chapter 986 of the Laws of 1984, Commissioners and certain senior officials are entitled to reimbursement for actual and necessary transportation expenses and a fixed per diem when in overnight travel status in accordance with the following schedule:

- \$100 per day in New York City and the counties of Erie, Monroe, Nassau, Suffolk and Westchester
- \$75 per day for travel to all other locations

The fixed per diem rates (as opposed to the receipted rates set forth in Method 2 described previously) provide for a flat rate allowance for meals, lodging and incidental expenses regardless of where lodging is obtained, including lodging with relatives or friends. No receipts are required when using the fixed per diem rates.

Instead of the fixed per diem rates described above, alternatively, such officials are entitled to reimbursement of actual and necessary transportation expenses, and for meals and lodging expenses in accordance with Method 2.

Office of the State Comptroller - Travel Manual

Officials may not combine the use of the fixed per diem rates and the receipted rates on the same overnight trip. An overnight trip, for per diem purposes, is defined as dinner, lodging and breakfast the following morning. If an individual has multiple overnights in the same travel event, each overnight is considered its own trip.

Day Trip Reimbursement

When such an official is in travel status for a portion of a day with no overnight stay, the official is eligible for a \$25 per diem allowance to cover meals and incidental expenses. Alternatively, officials with meal receipts may be reimbursed up to the receipted (Method 2) reimbursement rates described previously, but cannot mix the two methods in one trip. Since this reimbursement is a meal allowance, choosing this method has tax implications. Please refer to the *Guide to Financial Operations Chapter XIII, Section 4.D* for current meal breakdowns.

Certification of Expense Reports

In addition to the traveler's certification, all travel expenses by Commissioners and senior officials must be independently reviewed and certified by an appropriate agency employee as being reasonable and necessary, and incurred on behalf of the State. In the case of the travel expenses incurred by the head of an agency, the certifier reviewing the expenses must be someone in a position of authority who is knowledgeable about the travel rules described in this Travel Manual.

Non-Salaried Public Officers

Non-salaried public officers who are members of boards, commissions, advisory councils, etc. established by law who serve without salary are entitled to reimbursement of actual expenses incurred in the performance of their official duties. For overnight travel, non-salaried public officers may receive a fixed per diem allowance of \$75 per night, or may use the receipted (Method 2) reimbursement rates described previously. The fixed per diem rate (as opposed to the receipted rates set forth in Method 2) provides for a flat rate allowance for meals, lodging and incidental expenses regardless of where lodging is obtained, including lodging with relatives or friends. No receipts are required when using the fixed per diem rate.

Non-salaried public officers may not combine the use of the fixed per diem rate and the receipted rates on the same trip.

Day Trip Reimbursement

When such a non-salaried public officer is in travel status for a portion of a day with no overnight stay, the official is eligible for a \$25 per diem allowance to cover meals and incidental expenses. Alternatively, officials with meal receipts may be reimbursed up to the receipted (Method 2) reimbursement rates described previously, but cannot mix the two methods in one trip. Since this reimbursement is a meal allowance, choosing this method has tax implications. Please refer to the *Guide to Financial Operations Chapter XIII, Section 4.D* for current meal breakdowns.

OGDENSBURG BRIDGE & PORT AUTHORITY
March 14, 2024 BOARD MEETING

Agenda Item A. General Administration

3. Renewal of Existing Line of Credit with Tompkins Community Bank

REPORT:

The Board of Directors of the Ogdensburg Bridge & Port Authority approved a Line of Credit with Tompkins Trust Company on November 15, 2017. The Line of Credit was renewed on February 11, 2019 by Board approval. In the interim, Tompkins Trust Company became Tompkins Community Bank. Tompkins Community Bank has agreed to renew the term of the Line of Credit again, with a revised expiration date of June 28, 2025.

The resolution of February 11, 2019 remains in full force and effect.

RESOLUTION:


RESOLVED, that: Steven J. Lawrence, Patricia A. Nisco, 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 Tompkins Trust Company ("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 modification of that certain line of credit in an amount not to exceed One Million Dollars (\$1,000,000.00) entered into between the Company and Lender, the term of which expired on December

28, 2018 (the "Existing Line of Credit") with a new line of credit in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) and a new Term Note in the original principal amount of Five Hundred Thousand Dollars (\$500,000.00) (collectively, the "Replacement Financing"); 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 delegees, (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.

INITIATOR / PREPARER Patricia Nisco APPROVED BY: 

MOTION MADE BY _____ Unanimous Yes No

SECONDED BY _____ Abstained _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
MARCH 14, 2024 BOARD MEETING**

Agenda Item A. General Administration
4. Approval of HVAC Service Agreement

REPORT:

The HVAC systems at the Border Station location must adhere to standards as set forth by the GSA lease. The equipment at the Border Station is manufactured by TRANE. The current maintenance agreement with TRANE is set to expire.

As TRANE is the manufacturer for the Border Station HVAC, its maintenance and repair would best be serviced by TRANE. TRANE is an Office of General Services' (OGS) certified contractor and definitely able perform these related tasks.

Staff reviewed the details of this maintenance agreement and recommends securing this service from TRANE.

RESOLUTION:

RESOLVED, that the Director of Operations is hereby authorized and directed to execute a Purchase Order with TRANE to extend the annual service agreement at the Border Station, a total cost not to exceed \$10,634.00 annually, or \$2,658.50 quarterly.

INITIATOR/PREPARER: James D. Chase

APPROVED BY: 

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
APRIL 5, 2024 BOARD MEETING**

Agenda Item B. Ogdensburg-Prescott International Bridge
1. Approval of Lease Supplement No. 1 with Mack Global Design, Inc.

REPORT:

Staff has negotiated Lease Supplement No. 1 with Mack Global Design, Inc. for 220 square feet of office space in Suite 207B of the Bridge Administration Building for a one (1) year period commencing April 1, 2024 and terminating March 31, 2025 at a rate of \$16.52 per square foot equaling \$302.87 per month, \$3,634.40 for the one (1) year period, inclusive 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.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute Lease Supplement No. 1 with Mack Global Design, Inc. for 220 square feet of office space in Suite 207B of the Bridge Administration Building for a one (1) year period commencing April 1, 2024 and terminating March 31, 2025 at a rate of \$16.52 per square foot equaling \$302.87 per month, \$3,634.40 for the one (1) year period, inclusive 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.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY: 

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
APRIL 5, 2024 BOARD MEETING**

Agenda Item B. Ogdensburg-Prescott International Bridge
2. Approval of Lease Supplement No. 4 with Glenda Jones.

REPORT:

Staff has negotiated Lease Supplement No. 4 with Glenda Jones for 292 square feet of office space in Suite 210 of the Bridge Administration Building for a one (1) year period commencing April 1, 2024 and terminating March 31, 2025 at a rate of \$9.55 per square foot equaling \$232.38 per month, \$2,788.60 for the one (1) year period, inclusive 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.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute Lease Supplement No. 4 with Glenda Jones for 292 square feet of office space in Suite 210 of the Bridge Administration Building for a one (1) year period commencing April 1, 2024 and terminating March 31, 2025 at a rate of \$9.55 per square foot equaling \$232.38 per month, \$2,788.60 for the one (1) year period, inclusive 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.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY: 

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
MARCH 14, 2024 BOARD MEETING**

Agenda Item C. Commerce Park Campus

1. Approval of Lease Supplement No. 12 with T-Base Communications USA, Inc.

REPORT:

Staff has negotiated Lease Supplement No. 12 with T-Base Communications USA, Inc. for 4,892 square feet of commercial space in Building 4 at the Commerce Park Campus for a thirteen-month (13) month base period and two (2), one (1) year option periods commencing March 1, 2024 and terminating March 31, 2025 through March 31, 2027 at the rates outlined in the table below:

Time Period	Rental Amount (\$)		
	per Square Foot	Monthly	Annually/Period
03/01/2024-03/31/2025	\$6.61	\$2,694.68	\$35,030.84
04/01/2025-03/31/2026	\$6.87	\$2,800.67	\$33,608.04
04/01/2026-03/31/2027	\$7.14	\$2,910.74	\$34,928.88

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.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute Lease Supplement No. 12 with T-Base Communications USA, Inc. for 4,892 square feet of commercial space in Building 4 at the Commerce Park Campus for a thirteen-month (13) month base period and two (2), one (1) year option periods commencing March 1, 2024 and terminating March 31, 2025 through March 31, 2027 at the rates outlined in the table below:

Time Period	Rental Amount (\$)		
	per Square Foot	Monthly	Annually/Period
03/01/2024-03/31/2025	\$6.61	\$2,694.68	\$35,030.84
04/01/2025-03/31/2026	\$6.87	\$2,800.67	\$33,608.04
04/01/2026-03/31/2027	\$7.14	\$2,910.74	\$34,928.88

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.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY: *[Signature]*

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
APRIL 5, 2024 BOARD MEETING**

Agenda Item C. Commerce Park Campus

2. Approval of Lease Agreement with West End Asset Management dba The Stock Ticker Company.

REPORT:

Staff has negotiated a new Lease Agreement with West End Asset Management dba The Stock Ticker Company for 500 square feet of warehouse space in Building 1 of the Commerce Park Campus for a two (2) year period commencing January 1, 2024 and terminating December 31, 2025 at a rate of \$8.25 per square foot equaling a total of \$343.75 per month, \$8,250.00 for the two (2) year period, inclusive of utilities.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute a new Lease Agreement with West End Asset Management dba The Stock Ticker Company for 500 square feet of warehouse space in Building 1 of the Commerce Park Campus for a two (2) year period commencing January 1, 2024 and terminating December 31, 2025 at a rate of \$8.25 per square foot equaling a total of \$343.75 per month, \$8,250.00 for the two (2) year period, inclusive of utilities.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY: 

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
APRIL 5, 2024 BOARD MEETING**

Agenda Item C. Commerce Park Campus

3. Approval of Lease Supplement No. 2 with LiveFast Motors LLC.

REPORT:

Staff has negotiated Lease Supplement No. 2 with LiveFast Motors LLC for 103 square feet of office space and 490 square feet of reserved parking space at Building 1 of the Commerce Park Campus for a one (1) year period commencing April 1, 2024 and terminating March 31, 2025 at a rate of \$15.48 per square foot for office space and \$2.06 per square foot for reserved parking space equaling a total of \$216.99 per month, \$2,603.84 for the one (1) year period, inclusive 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.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute Lease Supplement No. 2 with LiveFast Motors LLC for 103 square feet of office space and 490 square feet of reserved parking space at Building 1 of the Commerce Park Campus for a one (1) year period commencing April 1, 2024 and terminating March 31, 2025 at a rate of \$15.48 per square foot for office space and \$2.06 per square foot for reserved parking space equaling a total of \$216.99 per month, \$2,603.84 for the one (1) year period, inclusive 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.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY: 

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
MARCH 14, 2024 BOARD MEETING**

Agenda Item D. Ogdensburg International Airport

1. Approval of T-Hangar Lease Agreement with Frank Richardson.

REPORT:

Staff has negotiated a new Lease Agreement with Frank Richardson for T-Hangar No. 2 at the Ogdensburg International Airport for a one (1) year period commencing August 15, 2023 and terminating August 14, 2024 at a rate of \$215.00 per month, \$1,505.00 for the period August 15, 2023 through March 14, 2024, and \$240.00 per month, \$1,200.00 for the period March 15, 2024 through August 14, 2024, inclusive of utilities.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute a new Lease Agreement with Frank Richardson for T-Hangar No. 2 at the Ogdensburg International Airport for a one (1) year period commencing August 15, 2023 and terminating August 14, 2024 at a rate of \$215.00 per month, \$1,505.00 for the period August 15, 2023 through March 14, 2024, and \$240.00 per month, \$1,200.00 for the period March 15, 2024 through August 14, 2024, inclusive of utilities.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY: _____



MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
MARCH 14, 2024 BOARD MEETING**

Agenda Item D. Ogdensburg International Airport
2. Approval of T-Hangar Lease Agreement with Keith Weston.

REPORT:

Staff has negotiated a new Lease Agreement with Keith Weston for T-Hangar No. 4 at the Ogdensburg International Airport for a one (1) year period commencing October 1, 2023 and terminating September 31, 2024 at a rate of \$215.00 per month, \$1,075.00 for the period October 1, 2023 through February 29, 2024, and \$240.00 per month, \$1,680.00 for the period March 1, 2024 through September 31, 2024, inclusive of utilities.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute a new Lease Agreement with Keith Weston for T-Hangar No. 4 at the Ogdensburg International Airport for a one (1) year period commencing October 1, 2023 and terminating September 31, 2024 at a rate of \$215.00 per month, \$1,075.00 for the period October 1, 2023 through February 29, 2024, and \$240.00 per month, \$1,680.00 for the period March 1, 2024 through September 31, 2024, inclusive of utilities.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY: 

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
MARCH 14, 2024 BOARD MEETING**

Agenda Item D. Ogdensburg International Airport
3. Approval of T-Hangar Lease Agreement with Pete Bogardus.

REPORT:

Staff has negotiated a new Lease Agreement with Pete Bogardus for T-Hangar No. 6 at the Ogdensburg International Airport for a one (1) year period commencing September 1, 2023 and terminating August 31, 2024 at a rate of \$215.00 per month, \$1,290.00 for the period September 1, 2023 through February 29, 2024, and \$240.00 per month, \$1,440.00 for the period March 1, 2024 through August 31, 2024, inclusive of utilities.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute a new Lease Agreement with Pete Bogardus for T-Hangar No. 6 at the Ogdensburg International Airport for a one (1) year period commencing September 1, 2023 and terminating August 31, 2024 at a rate of \$215.00 per month, \$1,290.00 for the period September 1, 2023 through February 29, 2024, and \$240.00 per month, \$1,440.00 for the period March 1, 2024 through August 31, 2024, inclusive of utilities.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY: 

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
MARCH 14, 2024 BOARD MEETING**

Agenda Item D. Ogdensburg International Airport
4. Approval of T-Hangar Lease Agreement with Frank Richardson.


REPORT:

Staff has negotiated a new Lease Agreement with Frank Richardson for T-Hangar No. 10 at the Ogdensburg International Airport for a one (1) year period commencing August 15, 2023 and terminating August 14, 2024 at a rate of \$215.00 per month, \$1,505.00 for the period August 15, 2023 through March 14, 2024, and \$240.00 per month, \$1,200.00 for the period March 15, 2024 through August 14, 2024, inclusive of utilities.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute a new Lease Agreement with Frank Richardson for T-Hangar No. 10 at the Ogdensburg International Airport for a one (1) year period commencing August 15, 2023 and terminating August 14, 2024 at a rate of \$215.00 per month, \$1,505.00 for the period August 15, 2023 through March 14, 2024, and \$240.00 per month, \$1,200.00 for the period March 15, 2024 through August 14, 2024, inclusive of utilities.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY: 

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
APRIL 5, 2024 BOARD MEETING**

Agenda Item E. Port of Ogdensburg

1. Approval of Handling and Storage Agreement with Morton Salt, Inc.

REPORT:

Staff has negotiated a Handling and Storage Agreement with Morton Salt, Inc. for deicing salt cargo at the Port of Ogdensburg for a period of three (3) years, commencing April 1, 2024 and terminating March 31, 2027, at the rates provided below:

Service	Rate (USD)
Dockage, including Security during Discharge	\$0.20 per Gross Registered Tonnage
Wharfage & Receiving	\$5.65 per ST
Truck Loading & Scaling	\$2.34 per ST
Storage	\$0.17 per short ton per Month

Rates are subject to an annual adjustment on the anniversary date of the Agreement in the amount of (a) the increase in the Consumer Price Index US City Average (1982-1984=100) over the preceding year, or (b) three percent (3%), whichever is greater.


RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Handling and Storage Agreement with Morton Salt, Inc. for deicing salt cargo at the Port of Ogdensburg for a period of three (3) years, commencing April 1, 2024 and terminating March 31, 2027, at the rates provided below:

Service	Rate (USD)
Dockage, including Security during Discharge	\$0.20 per Gross Registered Tonnage
Wharfage & Receiving	\$5.65 per ST
Truck Loading & Scaling	\$2.34 per ST
Storage	\$0.17 per short ton per Month

AND BE IT FURTHER RESOLVED, that rates are subject to an annual adjustment on the anniversary date of the Agreement in the amount of (a) the increase in the Consumer Price Index US City Average (1982-1984=100) over the preceding year, or (b) three percent (3%), whichever is greater.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY: 

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
APRIL 5, 2024, BOARD MEETING**

Agenda Item E. Port of Ogdensburg
2. Port Dock Expansion-Approval of Work Order No. 24-01 with FVD Engineering Services, S.C.

REPORT:

FVD Engineering Services, S.C. has provided the Authority with Work Order (24-01) agreement to perform National Environmental Policy Act (NEPA) Environmental Assessment (EA) services for the Terminal and modified dredging disposal location as part of the Channel Deepening Project Ogdensburg Harbor. The scope of services for this contract will be complete upon finalization of the drawings and specifications for the optional design.

The NEPA is performed as a task to move towards a MARAD grant agreement. Any work performed prior to grant agreement is not eligible for reimbursement under MARAD/PIDP. This work will have to be funded solely by the Ogdensburg Bridge & Port Authority.

The Work Order No. 24-01 FVD costs associated with providing these services are on a Time and Materials basis in order to provide the most flexibility to move this project forward, with a total amount not-to-exceed \$32,000.00.

FVD will require services from subcontracted firms to provide cultural and historic phase 1A and 1B services for a cost of \$7,150.00.

The total FVD proposal costs requiring Board approval for a cost not to exceed \$39,150.00.

Staff recommends approval of this agreement with FVD Engineering Services, S.C.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Work Order Agreement for Work Order No. 24-01 with FVD Engineering Services, S.C. to perform National Environmental Policy Act (NEPA) Environmental Assessment (EA) services for the Terminal and modified dredging disposal location as part of the Channel Deepening Project Ogdensburg Harbor for a cost not to exceed \$39,150.00.

FURTHER RESOLVED, that:

The Agreement for Professional Engineering Services between Ogdensburg Bridge & Port Authority and FVD Engineering Services, S.C. for Professional Services for Port of Ogdensburg Dock Expansion, dated July 2016, shall govern all Work Orders.,

INITIATOR/PREPARER: Steve Lawrence APPROVED BY: 

MOTION PASSED BY: _____ Unanimous: Yes No

SECONDED BY: _____ Abstained By: _____



2121 Innovation Court
De Pere, WI 54115-5095
(920) 785-7160

March 28, 2024

Steve Lawrence
Ogdensburg Bridge & Port Authority
1 Bridge Plaza
Ogdensburg NY 13669

Re: Proposal for Ogdensburg Environmental Assessment Services

Dear Steve Lawrence:

As requested, FVD Engineering Services, S.C. (FVD) is pleased to provide the Ogdensburg Bridge & Port Authority (Ogdensburg) with this proposal to perform National Environmental Policy Act (NEPA) Environmental Assessment (EA) services for the Terminal and modified dredging disposal location as part of the Channel Deepening Project Ogdensburg Harbor, City of Ogdensburg, St. Lawrence County, New York State Historical Preservation Office. Specific tasks that will be addressed are described in the attached Scope of Work.

If these documents meet your approval, please indicate your acceptance by signing and returning the Agreement for Services Work Order No. 24-01 to FVD. If you wish to authorize this work with a purchase order, please note that the terms and conditions in our Master Agreement for Services, dated March 22, 2022, superseded the terms of the purchase order.

We look forward to the opportunity to continue to work with you with the execution of this project. If you have questions regarding our submittal, please contact Scott Skuncik at (401) 236-0361 or at scott.skuncik@foth.com.

Sincerely,

FVD Engineering Services S.C.

Scott R. Skuncik
Client Team Leader

Troy Gawronski
Project Manager

cc: Susan Nilson, P.E. – Director, FVD
Lori Kurowski

Enclosure(s)
Scope of Work
Agreement for Services Work Order No. 24-01

**Ogdensburg Port Improvement Project
Environmental Assessment Services
March 28, 2024
Scope of Work**

1. Executive Summary

This project scope is to prepare an Environmental Assessment (EA) to meet the requirements of the Maritime Administration (MARAD) under the National Environmental Policy Act (NEPA) of 1970. NEPA requires that all federal agencies consider environmental impacts of all actions that they are considering or undertake and requires agencies to assess the environmental effects of proposed actions PRIOR to making a decision to move forward. It is the understanding of FVD Engineering Services, S.C. (FVD) that a Finding of No Significant Impact (FONSI) has been issued for the dredging portion of this Ogdensburg Port Improvement and Dredging project.

FVD intends to prepare an EA for submission under the MARAD NEPA process for the port improvements and modified dredge disposal location for this project. The EA will include the scope of the project, identification of historic properties, and is anticipated to display concurrence with a determination of no adverse effect. This EA will be prepared in order to provide sufficient evidence and analysis for regulatory agencies to determine that the improvements proposed at the Port are of no significant environmental impact and an updated FONSI can be issued. The EA will be done in accordance with regulatory recommendations in order to expedite the process. FVD will work alongside the agencies to ensure minimal revisions are required. In accordance with the MARAD guidance provided, FVD will submit a finalized draft EA for your review.

Upon your review and approval of the draft EA, the regulatory agencies will review and provide FVD with initial comment. FVD intends to work with the agencies to ensure these comments are addressed clearly, requiring no additional revisions. In order to do this, FVD anticipates up front coordination as well as meeting with the agencies to finalize the EA.

In addition to the time required to research and write the EA, this project also includes working with MARAD to coordinate with the State Historic Preservation Officers (SHPO), any Tribal Historic Preservation Officers (THPO), as well as a Section 106 Archaeological survey to ensure compliance with federal requirements as part of MARAD's NEPA requirements.

2. Scope of Services

FVD will provide the services as defined below:

Task 1 – EA Drafting

FVD will prepare the EA in accordance with regulatory recommendations in order to expedite the process. The EA will include topics such as:

- ◆ Introduction:
 - Project Location
 - Proposed Project Description
 - Purpose and Need
- ◆ Existing Conditions
- ◆ Alternatives Considered
 - Proposed Action
 - No Action Alternative
 - Other Action Alternative(s)
 - Alternative(s) Considered and Dismissed
- ◆ Affected Environment and Environmental Consequences
 - Resources Not Considered in this Environmental Assessment
 - Resources Considered in this Environmental Assessment
- ◆ Socioeconomic Effects
- ◆ Indirect and Cumulative Impacts
- ◆ Mitigation Measures, as Necessary
- ◆ Agency Coordination and Public Involvement
- ◆ Conclusions

Deliverable:

- ◆ Draft EA

Task 2 – Agency Coordination

Coordination with MARAD, New York State Office of Parks, Recreation and Historic Preservation (NYS OPRHP), SHPO, New York Department of Environmental Conservation (NYDEC), and United States Fish and Wildlife Service (USFWS) will be required as part of the NEPA process. It is assumed that a virtual pre-coordination meeting will be held with MARAD prior to drafting the EA. During this meeting, MARAD and FVD will affirm the process for agency coordination and public participation. It is assumed that a class 1 publication in a local paper will satisfy the public involvement requirement under NEPA. Based on a preliminary desktop review of the area, it is assumed that minimal coordination is required as there are assumed to be no significant cultural, archeological, or threatened or endangered species in the project area of the terminal and modified dredge proposal location. The area is not in a State Regulated Wetland Checkzone and there are no National Wetlands Inventory wetlands in the project area. Therefore, it is assumed that a preliminary consultation will be needed with NYDEC, but a wetland delineation is not included, at this time, in this Scope of Work. FVD will prepare THPO and SHPO letters, as required, to satisfy consultation requirements. Field visits with THPO/SHPO and phase 2 surveys are not included in this Scope of Work.

FVD will also prepare a desktop review of state and federal threatened or endangered species in the project area. It is assumed that a desktop review and summary of findings memo will be sufficient for NYDEC and USFWS coordination. If additional coordination is needed with MARAD, NYS OPRHP, SHPO, NYDEC, and USFWS, a separate Scope of Work will be provided.

Deliverables:

- ◆ Pre-coordination meeting
- ◆ Phase 1A/Phase 1B archaeological survey
- ◆ Preliminary wetland consultation with NYDEC wetland permitting section
- ◆ Desktop threatened or endangered review and coordination with NYDEC and USFWS

Task 3 – Final EA

FVD will present a draft EA to Ogdensburg for one round of comments. FVD will then provide MARAD with the draft EA for their review and comment. It is assumed that MARAD will provide one round of comments to FVD. FVD will then prepare a final EA for MARAD to complete the FONSI.

Deliverables:

- ◆ Final EA

3. Client Responsibilities

Ogdensburg is responsible for the following information and activities:

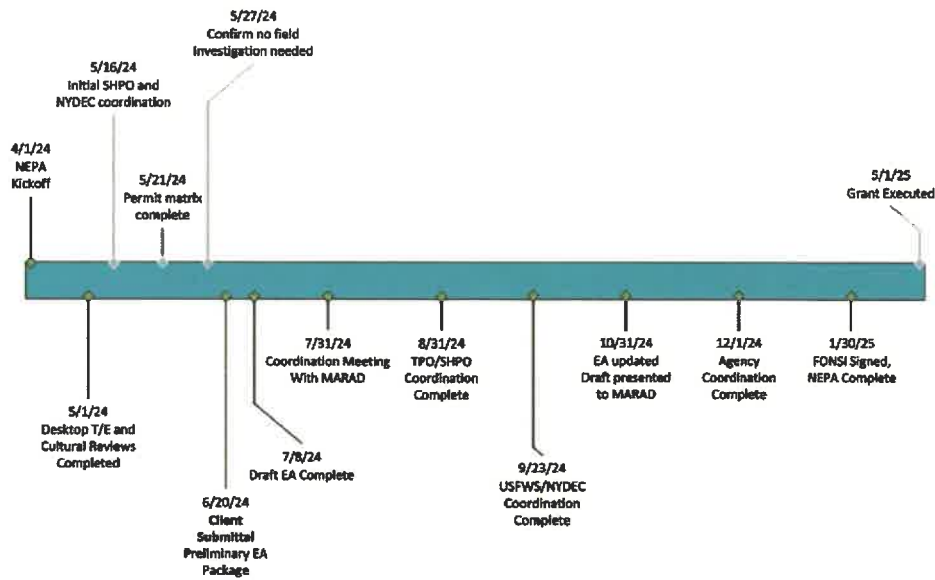
- ◆ Site permission for FVD and its subcontractors to access the site.
- ◆ Participation in agency meetings.
- ◆ Project funds.
- ◆ Permitting.
- ◆ Newspaper publication fees.

4. Project Team

Troy Gawronski, of FVD, will be the Project Manager for this work. He will be supported by Amanda Minks as the NEPA Coordinator, with technical support from Gwen Clendenning and Lupe Gutierrez. FVD will partner with Morton Archaeological Research Services to complete Section 106 aspects of the EA.

5. Schedule

FVD proposes to complete the project according to the following schedule, unless circumstances beyond our control require modification of the schedule.



Ogdensburg Preliminary Project Schedule

6. Work Performed by Others

FVD will work with subcontracted firms to provide cultural and historic phase 1A and 1B services.

- ◆ Section 106 support costs: \$7,150

7. Exclusions

The following items are excluded from the scope of work:

- ◆ In-person agency meetings
- ◆ Newspaper publication fees
- ◆ Site investigations such as surveys, soil sampling, or geotechnical borings
- ◆ In-field environmental testing, endangered species study, or remediation
- ◆ Wetland delineations
- ◆ Field investigations
- ◆ Hydraulic modeling and analysis
- ◆ Bathymetric survey
- ◆ Phase 1 Environmental Site Assessment
- ◆ Engineering and design services
- ◆ Permitting services

Any and all work beyond the scope of this proposal shall be deemed extra work and contracted for prior to the commencement of such work.

8. Assumptions

The following assumptions are in effect:

- ◆ It is assumed that one round of agency feedback will be needed for the EA.
- ◆ No field surveys are needed for threatened or endangered species consultation.
- ◆ The client will ensure that FVD and necessary agency representatives will have access to the project area, including access to private property, as required.
- ◆ It is assumed that approximately four upland acres may require Phase IB field investigation. FVD assumes that this will be in the form of hand-excavated shovel tests at the standard interval of 16 tests/acre or 15m/50ft.
- ◆ The Phase IB investigations may require a crew of two persons for approximately 3-4 days, with lodging, per diem, mileage, and tolls.
- ◆ Consultation with the NYS OPRHP, SHPO, THPO, NYDEC, and USFWS will be minimal.
- ◆ It is assumed that there will be minimal artifact recovery (less than 50 items) and that no sites identified will be documented during the Phase IB investigations. FVD assumes that no further archaeological work will be required.
- ◆ Monthly virtual meetings are anticipated for up to nine months of the NEPA process.
- ◆ In light of recent global events, labor shortages or supply chain disruptions resultant from epidemic or pandemic events (e.g., the Covid-19 outbreak) are specifically to be considered grounds constituting a force majeure condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a changed condition event and shall afford FVD the opportunity for schedule and cost relief associated with such an event notwithstanding any express language in the Agreement to the contrary.

9. Fee

A fee of \$32,000 is proposed on a Time and Materials basis in order to provide the most flexibility to move this project forward. This fee will allow us to flex costs for various components of the EA.

Project Title: Environmental Assessment Services **FVD Project Number:** 160022.10

CLIENT Project Number: _____
 (If applicable)

This Work Order (in addition to and subject to the conditions contained in the Master Agreement for Services dated **March 22, 2022**), (hereinafter "Work Order"), is made and entered into this **28th** day of **March, 2024**, by and between **FVD ENGINEERING SERVICES, S.C.** (hereinafter "Consultant") and **OGDENSBURG BRIDGE & PORT AUTHORITY**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

Client: Ogdensburg Bridge & Port Authority
Address: 1 Bridge Plaza, Ogdensburg, NY 13669
Phone No: (315) 393-4080 **Email Address:** slawrence@ogdensport.com

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Services to be in accordance with the Scope of Work dated March 28, 2024, which is attached and incorporated into the Work Order by reference herein.

Schedule: Services shall be performed according to the following schedule:

See attached Scope of Work dated March 28, 2024.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

- Lump-Sum in the amount of \$.00
- Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$.00
- Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ _____.00
- Other as stated here: See attached Scope of Work dated March 28, 2024.

Special Conditions (if any):


Entire Agreement: This Work Order, along with other approved project-specific Work Orders, together with and subject to the Master Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Work Order may be modified by subsequent written addenda mutually agreeable by both parties.


IN WITNESS WHEREOF, this Agreement is accepted on the date first written above, subject to the terms and conditions above stated and the provisions set forth herein.

OGDENSBURG BRIDGE & PORT AUTHORITY

FVD ENGINEERING SERVICES, S.C.

Signed: _____
Name (printed): _____
Title: _____
Date: _____

Signed: 
Name (printed): Scott R. Skuncik
Title: Client Team Leader
Date: 3-28-2024

Signed: 
Name (printed): Susan Nilson, P.E.
Title: Director
Date: 3-28-2024

OGDENSBURG BRIDGE & PORT AUTHORITY
MARCH 14, 2024, BOARD MEETING

Agenda Item H. Other Such Matters

1. Approval of Contract with C&S Companies.

REPORT:

C&S Companies has submitted a proposal to provide project architectural, engineering and design services for the construction of a 15,000 square foot Child Care facility on the Commerce Park Campus in Ogdensburg New York. The Child Care Facility will be designed to provide approximately 125 child care slots which will also serve for testing and remedial plans to benefit children, parents and businesses in the area.

The cost to provide these services is as follows:

Programming / Schematic	\$90,000
Design Development	\$110,000
Construction Documents / Bidding	\$223,000
TOTAL A/E	\$423,000

The Child Care Initiative met on February 29, 2024 to review the C&S Companies engineering proposal. The Child Care Committee made a recommendation to the full Board of Directors to pass a resolution approving the C&S Companies architectural, engineering and design services proposal of the not to exceed amount of \$423,000.

Staff recommends approval of this agreement with C&S Companies.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute a contract with C&S Companies at a cost not to exceed \$423,000 to provide project architectural, engineering and design services for the construction of a 15,000 square foot Child Care facility on the Commerce Park Campus in Ogdensburg New York.

INITIATOR/PREPARER: Steve Lawrence APPROVED BY: 

MOTION MADE BY: _____ UNANIMOUS: YES NO

SECONDED BY: _____ ABSTAINED BY: _____

February 14, 2024

Steve Lawrence, Executive Director
Ogdensburg Bridge and Port Authority
1 Bridge Plaza
Ogdensburg New York

Re: **Proposed Child Care Center**

File: 393.MKT

Dear Steve:

C&S Engineers Inc. is pleased to present this cost proposal for the design and construction administration of your proposed Child Care Center in the OBPA park.

PROJECT DESCRIPTION:

Generally, the project consists of the Scope of Work outlined below:

As we understand, the Ogdensburg Bridge and Port Authority would like to construct a 15,000 square foot Child Care facility on the Commerce Park Campus in Ogdensburg New York. The Center will be designed to provide 125 actual child care slots which will also serve for testing and remedial plans to benefit children, parents and businesses in the area. We perceive the building to be a (1) story wood framed structure. The project will also include but not limited to all site related features such as parking lots, sidewalks & landscaping. We are also assuming that certain elements within the facility and the playground will be designed for children with disabilities.

SCOPE OF SERVICES:

Considering the above Scope of Work, C&S's Scope of Services are as follows:

Programming / Schematic Phase:

- Site / Civil:
 - Coordinate having a topographic / utility survey completed along with infiltration (percolation) test holes for storm water design.

- Building Architecture and Engineering:
 - Review the short and long term goals and needs with key stakeholders from OBPA and The ARC of Jefferson-St. Lawrence.
 - Facilitate a visioning / brainstorming session to clearly define the project goals and present examples of comparable projects.
 - Provide up to (2) Concept plans of the proposed center.

- Develop a site analyses to determine options to integrate parking, site circulation, outdoor play and learning environments.
- Perform a Preliminary Code review based upon the New York State family of Codes, including but not limited to Office of Children and Family Services (OCFS) and Americans w/ Disabilities Act (ADA).
- Facilitate a preliminary concept design workshop to review, discuss and refine the previous options
- Further develop the approved Concept Plan for the child development center, integrating special service children with special needs.
- Assist the owner in developing the Preliminary Architectural Feasibility Report for Rural Development (RD 1942-A).

Design Development / Construction Documents Phase:

- Site/Civil:
 - Site plans depicting the full scope of work
 - Review the Rural Development Environmental Guide and provide an environmental report.
 - SEQRA and Long EAF
 - Site Plan, Grading, Landscape and Utility Plans
 - Site Lighting Plan
 - SWPPP Plan
 - Site Details
- Building Architecture and Engineering:
 - Continue programming efforts already on-going to finalize building layout.
 - Comprehensive Cost Estimate at completion of DD and 90% of CD
 - Provide Final Drawings including information as listed below:
 1. Architectural:
 - a. Floor Plans: The plans will be dimensioned with room names and room numbers and indicate areas of built-in millwork.
 - b. Floor Finish Plans: The plans will indicate the flooring patterns, call out flooring materials and locate floor transitions.
 - c. Reflected Ceiling Plans: The plans will indicate ceiling types, ceiling finishes, and light fixture and diffuser locations.
 - d. Finish Schedule/Material Finish Legend Specification: Provide a schedule of finishes.
 - e. Interior Elevations & Details: Dimensioned interior wall elevations and details, with materials and finishes noted. All materials and finishes will be tagged/ called out on drawings.
 - f. Door and Window Schedule: Provide schedules, sizes and details of window and doors.

- g. Exterior Elevations and Sections: The plan will provide dimensioned proposed exterior wall elevations for the entire facility, and provide wall sections where appropriate. All materials and finishes shall be called out on the drawings.
 - h. Coordinate all details and finishes with Owner.
2. Structural
 - a. Foundation Plan, details and sections
 - b. Building framing plans and details
 - c. Roof framing plans
3. Plumbing
 - a. Plans and riser diagrams
 - b. Fixture Schedules
4. Electrical
 - a. Interior Lighting Plan & Lighting Schedules
 - b. Power Plan Branch Circuits to Mechanical Equipment
 - c. Communications/Data Plan
5. Mechanical
 - a. Heating Ventilation & Air Conditioning plans
 - b. Mechanical details and schedules
6. NYS Energy Conservation Code Compliance Certification.
7. Deliverables to include:
 - a. Program / Schematic Design 30% submission
 - b. Design Development 60% and 90% CD submission.
 - c. Signed and Sealed Contract Documents (Construction Drawings and Project Manual) for advertised bidding (100%) submission
8. Bi-weekly phone/WebEx design meetings to review progress.
9. In-person review meetings with Client at submission milestones.

Bidding Phase:

- Assist in solicitation of contractors thru advertised public bid process. Packaged as one prime contract for General Construction.
- Electronic distribution of bid documents to owner and local Builders Exchanges.
- Respond to bidder questions with written addenda and any required supplemental drawings.
- Conduct a pre-bid walk thru with the contractors
- Prepare a bid tabulation sheet
- Review bids received to determine technical responsiveness and bidder experience and qualification to perform the work.

- Assist the Owner with the selection of the best qualified Bidder.
- Provide written recommendation to owner for award of contract.

Construction Administration Phase:

- Review contractor's bonds and insurances.
- Review and certify contractor's schedule of values.
- Draft and execute owner/Contractor AIA agreement.
- Attend pre-construction meeting (at site) with Owner, Resident Project Representative (RPR) and Contractor. Meeting minutes by (RPR).
- One review for each shop drawing submittal.
- Periodically observe the contractor's activities with regard to compliance with contract specifications and drawings (once to twice a month). Attend job meeting (at site) with Owner, RPR and Contractor. Meeting minutes by (RPR).
- Provide job clarifications and field directives as necessary.
- Assist in developing modifications and change orders to the contract where necessary whether the modifications are developed by the engineer, the owner, or result from claims submitted by the contractor. All change orders shall be approved by owner prior to proceeding with said work.
- Review certificates for payment and authorize payment for work completed less retainage.
- Conduct a final walk thru with owner and RPR and distribute a punch list to the contractor and copy owner.
- One final inspection of completed punch list items.
- Review close out paperwork including but not limited to Substantial Completion, Release of Liens and Warranty information.

ASSUMPTIONS:

- Site survey (topographic/utility) are included and shall be performed by a sub consultant.
- Cost Estimating is included.
- Furniture, fixture, and equipment (FF&E) design is Not included, but we will assist with selection thru a specific vendor under State Contract pricing.
- Playground design is not included, but we will assist with selection thru a specific vendor under State Contract pricing.
- Site subdivision survey is not required or included.
- Geotechnical investigation is assumed as not being necessary at this point.
- Existing utilities (water, power, gas, sewer, etc.) are assumed to be sufficient for proposed development and no major upgrades to services are included.
- Re-design to accommodate value engineering requests is not included.
- All approval and permit related fees are by the Owner.
- It is assumed that sprinklers are not required and design services for such have not been included.
- As we understand the owner will retain a Resident Project Representative (RPR or Clerk of the Works) to monitor daily or weekly progress and conduct / document bi-weekly progress meetings.

SCHEDULE:

The design schedule is anticipated to be as follows:

February	Contract Execution / Notice to Proceed (NTP)
March 2024	Programming / Schematic
April-May 2024	Schematic Design
May-June 2024	Design Development
July-September 2024	Construction Documents
October 2024	Bidding

MWBE / SDVOB / DBE Projected Utilization *:

MBE (electrical)	13%
WBE (structural/mech)	15%
SDVOB (estimating)	3.5%
DBE (civil)	10.5%

*Percentages are based upon only the A/E fee. Land surveying could contribute to either WBE or DBE.

FEE:

We propose to provide the Architectural / Engineering services associated with this project for a lump sum fee of **\$423,000** which includes direct expenses. We have priced our professional services for this project as competitively as possible. Our goal is to deliver excellent professional services throughout the project while maintaining a reasonable funding stream to achieve a successful project. If the Scope of Service changes, this amount may require revision. However, no additional amount will be expended without your prior authorization.

Programming / Schematic	\$90,000
Design Development	\$110,000
<u>Construction Documents / Bidding</u>	<u>\$223,000</u>
TOTALA/E	\$423,000
Topographic / Utility Survey	\$7,050
Infiltration Testing	\$4,500
Construction Administration	\$155,000

This proposal, including the attached Terms and Conditions, will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this project.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
C&S ARCHITECTS, ENGINEERS, &
LANDSCAPE ARCHITECT, LLC



Patrick J. Currier, Sr. R.A
Managing Architect

Cc:
Anthony Fiorentino Sr., C&S
Karin Blackburn, OBPA

**C&S Architects, Engineers, & Landscape Architect, LLC is our primary architectural practice; however, C&S Engineers, Inc. will be the contracting entity*

EXHIBIT "A"
TERMS & CONDITIONS (Design and Construction Phases)

These Terms and Conditions govern the performance by or through Architect of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Architect agree as follows:

1.01 Basic Agreement

Architect shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Architect for such Services as set forth in Section 2.01.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Architect for the method of payment to Architect.

B. *Preparation of Invoices.* Architect will prepare a monthly invoice in accordance with Architect's standard invoicing practices and submit the invoice to Owner.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Architect for services and expenses within 30 days after receipt of Architect's invoice, the amounts due Architect will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Architect may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Architect has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Architect as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Architect's services by Owner, Architect will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Architect. Architect will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Architect shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Architect for such additional services as follows: For additional services of Architect's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Architect's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Architect's consultants' charges, if any.

4.01 Owner's Responsibilities

Owner shall perform the following in a timely manner so as not to delay the services of Architect under this Agreement. Owner shall be responsible for, and Architect may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. Architect may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this

Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Architect's services for the Project. Architect shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

C. Advise Architect of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review.

D. Assist Architect by placing at Architect's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

E. Furnish to Architect, as required for performance of Architect's Basic Services (except to the extent provided otherwise in Section 1.01) the following:

1. Data prepared by or services of others including, without limitation, borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials, and equipment;
2. Appropriate professional interpretations of all of the foregoing;
3. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
4. Property, boundary, easement, right-of-way, topographic and utility surveys;
5. Property descriptions;
6. Zoning, deed and other land use restrictions; and
7. Other special data or consultations not covered in Section 3.01; all of which Architect may use and rely upon in performing services under this Agreement.

F. Arrange for access to and make all provisions for Architect and any necessary equipment to enter upon public and private property as required for Architect to objectively and independently perform services under this Agreement.

G. Provide surveys to establish reference points for construction (except to the extent provided in Section 1.01.)

H. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Architect, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of Architect.

I. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

EXHIBIT "A"
TERMS & CONDITIONS (Design and Construction Phases)

J. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or Architect may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

K. If Owner designates a person to represent Owner at the site who is not Architect or Architect's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of Architect will be set forth in an exhibit that is to be identified, attached to, and made a part of this Agreement before such services begin.

L. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

M. Furnish to Architect data or estimated figures as to Owner's anticipated costs for services to be provided by others for Owner (such as services pursuant to paragraphs I through L inclusive) so that Architect may make the necessary findings to support opinions of probable Total Project Costs.

N. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings; and substantial completion inspections and final payment inspections.

O. Give prompt written notice to Architect whenever Owner observes or otherwise becomes aware of any constituent of concern or any development that affects the scope or timing of Architect's services, or any defect or non-conformance in the work of any Contractor.

P. Require Contractor(s) to name Architect as an additional insured on all Contractor's Liability Insurance Policies.

Q. Provide services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner prior to their incorporation into the Work with appropriate professional interpretations thereof.

R. Place and pay for advertisement for Bids in appropriate publications.

S. Inform Architect in writing of any specific requirements of safety or security programs that are applicable to Architect, as a visitor to the Site.

T. Furnish, or direct Architect to provide, Additional Services as stipulated in Section 3.01.

U. Except as provided in paragraph T, bear all costs incident to compliance with the requirements of this Section 4.01.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Architect:

1) upon seven days written notice if Architect believes that Architect is being requested by Owner to furnish or perform services contrary to Architect's responsibilities as a licensed professional; or

2) upon seven days written notice if the Architect's services for the Project are delayed or suspended for more than 90 days for reasons beyond Architect's control.

3) Architect shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Architect.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Architect to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

This Agreement is to be governed by the law of the state of the state in which the project is located without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Owner and Architect arising out of this Agreement or the performance of the services within New York State shall be brought in a court of competent jurisdiction in Onondaga County, New York.

7.01 Successors, Assigns, and Beneficiaries

A. Owner and Architect each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Architect (and to the extent permitted by paragraph 7.01.B the assigns of Owner and Architect) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Architect may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys

EXHIBIT "A"
TERMS & CONDITIONS (Design and Construction Phases)

that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 General Considerations

A. The standard of care for all professional architecture and related services performed or furnished by Architect under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect's services. Architect and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Architect shall not at any time supervise, direct, or have control over any contractor's work, nor shall Architect have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Architect neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Architect shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Architect's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Architect.

E. All design documents prepared or furnished by Architect are instruments of service, and Architect retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Architect for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Architect, or to Architect's independent professional associates or consultants, and Owner shall indemnify and hold harmless Architect and Architect's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Architect to further compensation at rate to be agreed upon by Architect and Owner.

F. The specific schedule of services is more specifically described in the letter part of this Agreement or an Exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or

equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

G. To the fullest extent permitted by law, Owner and Architect (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Architect's (including Architect's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Architect, whichever is greater. The Owner may negotiate with the Architect in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.

H. The parties acknowledge that Architect's services include services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) only to the extent set forth in the scope of services. If Architect or any other party encounters a Hazardous Environmental Condition, Architect may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

9.01 Period of Service

A. The specific schedule of services is more specifically described in the letter part of this Agreement or an exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement.

B. The provisions of this Section 9.01 and the various rates of compensation for Architect's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. If execution of this Agreement and authorization to proceed with the Bidding or Negotiating Phase is delayed beyond the date and time frame established in the letter part of the agreement, or if Architect's services are delayed or suspended for more than three (3) months by Owner or for reasons beyond Architect's control, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

C. If Owner has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Architect's services shall be adjusted equitably.

D. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or

EXHIBIT "A"
TERMS & CONDITIONS (Design and Construction Phases)

foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

10.01 Opinions of Probable Cost

Since Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Architect's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Architect's experience and qualifications and represent Architect's best judgment as an experienced and qualified professional architect, familiar with the construction industry; but Architect cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Architect. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

11.01 Dispute Resolution

A. Owner and Architect agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under paragraph 11.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 11.01(A) and only if mutually agreed by Owner and Architect, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

C. This Section 11.01 shall survive any termination or cancellation of this Agreement.

12.01 Total Agreement/ Severability

This Agreement (consisting of the letter part of this Agreement, Exhibit "A" and any additional exhibits referenced in the letter part of this Agreement), constitutes the entire agreement between Owner and Architect and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Architect, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.