

**OGDENSBURG BRIDGE AND PORT AUTHORITY
OCTOBER BOARD MEETING
WEDNESDAY, OCTOBER 9, 2024**

- I. Meeting Called to Order by Chairperson Vernon D. Burns at 5:00 PM.
- II. Letters and Communications to the Board.
 - Correspondence with City of Ogdensburg – Order Selecting Air Carrier to Provide Essential Air Service at Ogdensburg.
- III. Approval of Board Minutes:
 - September 12, 2024 Finance Committee Meeting
 - September 12, 2024 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. None.
 - B. Ogdensburg-Prescott International Bridge
 1. None.
 - C. Commerce Park
 1. Approval of Tree/Stump Removal in Commerce Park
 - D. Ogdensburg International Airport
 1. Approval for Repainting the Commercial Ramp for Breeze Airways A220-300
 2. Approval of EV Charging Stations
 3. Approval of Sewer Service Agreement with the Village of Heuvelton
 - E. Port of Ogdensburg
 1. Port Dock Expansion – Approval of Work Order No. 24-04 with FVD Engineering Services, S.C.
 2. Approval of Additional Paving at the Port of Ogdensburg

3. Approval of Handling and Storage Agreement with Compass Minerals America, Inc.

F. New York & Ogdensburg Railroad

1. None.

G. Border Station

1. None.

H. Other Such Matters

1.

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

VIII. Next Meeting Dates:

November 14, 2024	Thursday	5:00 PM	_____	(Proposed)
December 12, 2024	Thursday	5:00 PM	_____	(Proposed)

IX. Adjournment

Dated: October 4, 2024



Patricia A. Nisco
Chief Financial Officer

Board of Directors:

Mr. Vernon D. "Sam" Burns, Chairperson
Ms. Megan J. M. Whitton, Vice Chair
Ms. Nicole Terminelli, Treasurer
Ms. Jennifer Quirk-Pickman, Secretary
Ms. Diane Para, Member
Ms. Toni Kennedy, Member
Mr. David King, 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
BOARD MEETING
THURSDAY, SEPTEMBER 12, 2024**

The Board 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, September 12, 2024 at 5:00 PM.

The following were present:

Vernon D. Burns, Chairperson
Megan J. M. Whitton, Vice-Chairperson
Nicole Terminelli, Finance Committee Chair
Jennifer Quirk-Pickman, Secretary
Toni Kennedy, Member (virtual, Potsdam, NY)
Diane Para, Member

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

ABSENT: David D. King, Member
Steven J. Lawrence, Executive Director

- I. **Vernon D. Burns, Board Chair, called the meeting to order at 5:01 PM.**
- II. **Letters and Communications to the Board.**
 - City of Ogdensburg Letters to Senators Charles Schumer and Kirsten Gillibrand re: \$2.5 million grant for Ogdensburg International Airport.
 - City of Ogdensburg comments during Senator Charles Schumer's visit on September 4, 2024, highlighting support of OBPA business.
- III. **Approval of Board Minutes:**
 - August 8, 2024 Finance Committee Meeting
 - August 8, 2024 Board Meeting
 - August 29, 2024 Special Board Meeting

On a motion made by Vice Chair, Megan J.M. Whitton, and seconded by Jennifer Quirk-Pickman, these meeting minutes were approved by voice vote.
- IV. **Presentations and Reports**
 1. Committee Reports
 - a) Finance Committee

- Finance Committee Chair, Nicole Terminelli, reported that the Finance Committee met earlier and reviewed the July Internal Financials. Finance Committee Chair, Nicole Terminelli, turned it over to Chief Financial Officer, Patricia A. Nisco, for the full report.
- Chief Financial Officer, Patricia A. Nisco, started with the Statement of Financial Position and reported that Accounts Receivable Regular is at \$108,688. 96% of that is current or 1-30 days. Accounts Receivable AEAS at the end of July was at \$884,848. This includes the non-receipt of one USDOT AEAS reimbursement, which was received in August, and the August invoice. Construction in Progress is at \$8,999,567. Accounts Payable Regular is at \$280,641. Accounts Payable – AEAS/Contour is only the one month that is owed to Contour. NYS Retirement at the end of July is at \$124,033. This has been paid off. Accounts Payable – All Projects is at \$345,731.

Board Chair, Vernon D. Burns, asked what is allowed to be paid with the NYS Stabilization Funding. Chief Financial Officer, Patricia A. Nisco, responded saying that it is only to be used on Operational Expenses. For instance, anything that NYS considers Administration is not covered (payroll, benefits, debt, legal, lobbying, auditors) by the Stabilization Funding.

Vice Chair, Megan J.M. Whitton asked if by allocating these Operational Expenses to the Stabilization Funding, if that frees up funding elsewhere. Chief Financial Officer, Patricia A. Nisco, confirmed that yes, this would free up funding elsewhere.

- Chief Financial Officer, Patricia A. Nisco, moved on to the Budget to Actual, and reported that all income except for AEAS is above budget. AEAS is below budget simply because if they don't fly, there is no income received. Under Bridge Expenses, the salary for the month is over budget, but well under budget for the year. The Summer Bridge Crew wasn't split out well enough. The

General Airport Expenses, the LEO expenses were not added. All of the other expenses are on budget or under budget, doing pretty well four months into the fiscal year.

- Chief Financial Officer, Patricia A. Nisco, moved on to the Cash Flow: July – December 2024 and reported that the Airport Revenue goes down in October. With the approved rates and charges approved by the Board last year and how everything is charged, this will reflect a decrease in income. AEAS ends with September billing. There will be one invoice in October that will cover the flights in September. In October, the OBPA will be returning to EAS, which means the airline will send their invoices directly to USDOT and the OBPA will not get involved. The August and September increase in Operating Income and Rental Fees for the Port reflect the two salt ships. That additional money will be put towards this year's NYSLRS bill. The additional \$47,270 Other Income for October is that part of the property sale that will pay off the property mortgage. The balance of that income will be used in November to pay off the new dump truck. Under Payroll Taxes and Employee Benefits and Salary and Wages, in August there were three payrolls. That always brings up the Salary and Benefit expense. In September, the HSAs and Insurance Buyouts are being paid, so this will bring up the Employee Benefits. In October, the uniform allowances will be paid. In December, vacation buyouts will be paid. Commercial Insurance was paid in full, due to the Stabilization Funding. The increase to the Bridge Maintenance line is for the paving of the Bridge Approach Road and Border Station area this fall.
- Chief Financial Officer, Patricia A. Nisco, reported that the estimated NYSLRS bill for next year has been received and the estimated amount is at \$274,000, which is approximately \$50,000 more than this year's bill. Chief Financial Officer, Patricia A. Nisco will be following up with NYSLRS to find out about the increase.

2. Reports

a) Bridge Traffic Report

- Chief Financial Officer, Patricia A. Nisco, reported that auto crossings are down 7.92% from 2019. All other crossings are below the 2019 number, but well about the 2023 number. Overall, there was a reduction in traffic of 8.06%. August revenue for 2024 is \$180,978 vs. 2019 Revenue of \$245,554.50. Loss of Revenue for the Calendar Year is \$300,294 over the base year of 2019.

b) Airport Activity Report

- Airport Manager, Charlie Garrelts, reported at the last Board Meeting he didn't have the Passenger Activity Report, but he received it this month. For July there were 45 flights, with 671 enplanements, which is about 50% load factor. The on-time performance was 35%. For July, Contour had a number of maintenance issues. Almost every night, the OGS bound flight remained in Philadelphia for maintenance that Contour had to fix there. For August, there were 51 flights and 649 enplanements resulting in a 42% load factor. Contour had a 51% on time performance. The maintenance issues still appear to be plaguing Contour. Airport Manager, Charlie Garrelts, stated that he doesn't anticipate a travel spike for September.
- Board Chair, Vernon D. Burns, stated that he has received numerous complaints about passengers being stranded in Philadelphia, unable to get back to Ogdensburg. The OBPA is unhappy with the service that Contour has been providing. The OBPA wants OGS to be known for providing reliable service and the last two years, that has not happened.

c) Port Activity Report

- Director of Operations, James D. Chase, reported that salt season hasn't started yet. Both companies expect that October will be the month that product will move out as municipalities, etc. begin gearing up for the snow.

- Director of Operations, James D. Chase, reported that 468 tons of highway salt were trucked out. None of the Thawrox treated salt has moved yet. A Representative from one of the salt companies toured the Port. The staff was able to show him the facilities and the outdoor area where the product is stored. It was a good visit.
- Director of Operations, James D. Chase, reported that a vessel was here last month from a third salt company. Another vessel will be coming in and there will be about 113,000 tons in inventory. Currently, there are three companies on site.
- Director of Operations, James D. Chase, reported that 89 tons of gluten meal and 46 tons of pellets were trucked out, and now there is a third product – corn gluten loose feed. Four railcars of the loose feed were received last month, and sent 173 tons out of the door, which left the OBPA with 140 tons.
- Director of Operations, James D. Chase, reported that September should be a busy month with ag product as 14 railcars of product were received, with an addition six or seven arriving into next month.
- Board Chair, Vernon D. Burns, stated he read something about a railcar being on fire and asked for more information from the Director of Operations. Director of Operations, James D. Chase, provided a recap of what happened to the Board and explained the OBPA is not liable for the incident. Board Chair, Vernon D. Burns, did request that the Director of Operations reach out to him when something like this happens again.

d) Economic Development Report, Including Building Occupancy Report

- Director of Economic Development, Anthony Adamczyk, reported that Commerce Park Campus occupancy is holding strong with an 88% occupancy. The Airport is down one T-Hangar rental.
- Director of Economic Development, Anthony Adamczyk, reported that the water agreement with the City of Ogdensburg was successfully negotiated for water

service at the Airport. The staff is very close to completing negotiations for the sanitary line as well. Those are two important pieces of the project.

- Director of Economic Development, Anthony Adamczyk, reported that the OBPA is working with a new company to provide on-site food service to Commerce Park companies.
- Director of Economic Development, Anthony Adamczyk, reported that the OBPA is working on linkages between opportunities in Central New York.
- Director of Economic Development Anthony Adamczyk, reported that the OBPA is working to complete all the background work for the new airline service before the new contract starts.

V. Unfinished Business.

None.

VI. Business Items.

A. General Administration

1. None.

B. Ogdensburg Prescott International Bridge

1. Approval of Lease Agreement with Dr. Carol Griffith and Mr. Harold Lambert.

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

RESOLVED, that the Executive Director is hereby authorized and directed to execute a new Lease Agreement with Dr. Carol Griffith and Mr. Harold Lambert for 389 square feet of office space in Suites 205 and 206 of the Bridge Administration Building for a two (2) year period commencing September 1, 2024 and terminating August 31, 2026 at a rate of \$19.00 per square foot equaling \$615.92 per month, \$14,782.00 for the two (2) year period, inclusive of utilities.

A vote was called.

AYES: Nicole Terminelli
Jennifer Quirk Pickman
Diane Para
Vernon D. Burns
Megan J.M. Whitton
Toni Kennedy

MOTION CARRIED.

2. Approval of Lease Supplement 4 with Cortech, LLC. On a motion by Diane Para, seconded by Vice Chair, Megan J.M. Whitton, it was

RESOLVED, that the Executive Director is hereby authorized and directed to execute Lease Supplement 4 with Cortech, LLC for 140 square feet of office space in Suite 201 of the Bridge Administration Building for a one (1) year period commencing October 1, 2024 and terminating September 30, 2025 at a rate of \$24.76 per square foot equaling \$288.87 per month, \$3,466.40 for the one (1) year period, inclusive of utilities.

A vote was called.

AYES: Jennifer Quirk-Pickman
Diane Para
Vernon D. Burns
Megan J.M. Whitton
Toni Kennedy
Nicole Terminelli

MOTION CARRIED.

C. Commerce Park

1. Approval of Lease Agreement with Hoagies N More. On a motion by Jennifer Quirk-Pickman, seconded by Toni Kennedy, it was

RESOLVED, that the Executive Director is hereby authorized and directed to execute a new Lease Agreement with Hoagies N More for 1,217 square feet of kitchen and office space in Building 1 of the Commerce Park Campus for a one (1) year period commencing October 1, 2024 and terminating September 30, 2025 at a rate of \$10.00 per square foot equaling \$1,014.17 per month, \$12,170.00 for the one (1) year period, exclusive of utilities.

A vote was called.

AYES: Diane Para
Vernon D. Burns
Megan J.M. Whitton
Toni Kennedy
Nicole Terminelli
Jennifer Quirk-Pickman

MOTION CARRIED.

D. Ogdensburg International Airport

1. Approval of T-Hangar Lease Agreement with Pete Bogardus. On a motion by Diane Para, seconded by Nicole Terminelli, it was

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 six (6) month period commencing September 1, 2024 and terminating February 28, 2025 at a rate of \$240.00 per month, \$1,440.00 for the six (6) month period, inclusive of utilities.

A vote was called.

AYES: Vernon D. Burns
Toni Kennedy
Nicole Terminelli
Jennifer Quirk-Pickman
Diane Para

ABSTENTIONS: Megan J.M. Whitton

MOTION CARRIED.

2. Approval of T-Hangar Lease Agreement with Bird Tate. On a motion by Nicole Terminelli, seconded by Megan J.M. Whitton 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, 2025 and terminating December 31, 2025 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: Megan J.M. Whitton
Toni Kennedy
Nicole Terminelli
Jennifer Quirk-Pickman
Diane Para
Vernon D. Burns

MOTION CARRIED.

3. Approval of Airport Commercial Fueling and Service Rates. On a motion by Nicole Terminelli, seconded by Vice Chair, Megan J.M. Whitton, it was

RESOLVED, that the Airport Manager is hereby authorized and directed to include the Fueling & Services Rates to the existing Airport Rates & Charges; and to begin charging the new EAS carrier and any other commercial airlines who use Ogdensburg International Airport per this schedule.

A vote was called.

AYES: Toni Kennedy
Nicole Terminelli
Jennifer Quirk-Pickman
Diane Para
Vernon D. Burns
Megan J.M. Whitton

4. Change Directive in Work Change Authorization Levels. On a motion by Toni Kennedy, seconded by Diane Para, the resolution will be changed to reflect names of Director of Operations (James Chase), Executive Director (Steven J. Lawrence), and Chief Financial Officer (Patricia A. Nisco).

A vote was called.

AYES: Jennifer Quirk-Pickman
Diane Para
Vernon D. Burns
Megan J.M. Whitton
Toni Kennedy
Nicole Terminelli

MOTION CARRIED.

Change Directive in Work Change Authorization Levels. On a motion by Vice Chair, Megan J.M. Whitton, seconded by Nicole Terminelli, it was

RESOLVED, that the Board of Directors of the Ogdensburg Bridge and Port Authority does hereby approve the following established authorization levels associated with the "Terminal Renovation / Expansion & Exterior Improvements at the Ogdensburg International Airport", (Project) identified as NYDOT PIN 7A03.01.:

Dollar Thresholds	Approval By:
Scope of Work Changes for Net Zero Amounts	James Chase, Director of Operations
Scope of Work Changes for amounts up to \$10,000	Steven Lawrence, Executive Director & Patricia Nisco, Chief Financial Officer
Scope of Work Changes for amounts \$10,001-\$25,000	Steven Lawrence, Executive Director & Patricia Nisco Chief Financial Officer
Scope of Work Changes for amounts over \$25,000	Board Approval

A vote was called.

AYES: Nicole Terminelli
Jennifer Quirk-Pickman
Diane Para
Megan J.M. Whitton
Toni Kennedy
Vernon D. Burns

MOTION CARRIED.

5. Airport-Gateway Improvements Enabling Work – Approval of Change Order 001 with DC Building. On a motion by Nicole Terminelli, seconded by Jennifer Quirk-Pickman, it was

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Change Order with DC Building Systems for additional work associated with the 12” HDPE waterline pipe installation required for the Gateway Improvements Enabling Work Project, identified as OGS PIN 7A03.01, for a total cost not to exceed \$226,187.00.

A vote was called.

AYES: Megan J.M. Whitton
Toni Kennedy
Nicole Terminelli
Jennifer Quirk-Pickman
Diane Para

NAYES: Vernon D. Burns

MOTION CARRIED.

E. Port of Ogdensburg

1. Approval of Repair to Electrical Connection at Port Building #3. On a motion by Toni Kennedy, seconded by Nicole Terminelli, it was

RESOLVED, that the Director of Operations is hereby authorized and directed to execute a Purchase Order with Collins Hammond to schedule the repairs with a total cost not to exceed \$6,486.

A vote was called.

AYES: Vernon D. Burns
Megan J.M. Whitton
Toni Kennedy
Nicole Terminelli
Jennifer Quirk-Pickman
Diane Para

MOTION CARRIED.

F. New York & Ogdensburg Railroad

1. None.

G. Border Station

1. None.

H. Other Such Matters

1. Airport-Gateway Improvements Enabling Work – Approval of Change Order 002

with DC Building. On a motion by Nicole Terminelli, seconded by Diane Para, it was RESOLVED, that the Executive Director is hereby authorized and directed to execute a Change Order with DC Building Systems for additional work to install the additional 12" HDPE water pipe for a water line extension to the NYS Route 812 right of way as required by the terms and conditions OBPA/City of Ogdensburg Water Agreement. This work is associated with the Gateway Improvements Enabling Work Project, identified as OGS PIN &A03.01, for a total cost not to exceed \$84,450.00.

A vote was called.

AYES: Nicole Terminelli
Jennifer Quirk-Pickman
Diane Para
Vernon D. Burns

NAYES: Megan J.M. Whitton
Toni Kennedy

MOTION CARRIED.

2. Approval of Line of Credit with M & T Bank for Childcare Initiative. On a motion

by Nicole Terminelli, seconded by Toni Kennedy, it was

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

Service or Product, including the authority to request advances from Lender under one or more credits with a Lender. Without limiting the generality of the foregoing, each Authorized Person has the power and the authority on behalf of the Company to obtain from Lender from time to time upon such terms as he or she (they) shall deem proper, credits in such amounts as they deem necessary; and it is further

RESOLVED, that without limiting the generality of the foregoing, the Company hereby specifically authorizes the borrowing of up to \$5,000,000 pursuant to a revolving line of credit to be secured by a lien against the proceeds of that certain grant agreement between the Company and the Empire State Development Corporation, Grant No. CFA124445; USDA Rural Development, FY23 Congressional Directed Grant CDFA #10.766; and Northern Border Regional Commission (NBRC), Grant Agreement No NBRC23GBNY09

RESOLVED, that the Company shall use the proceeds of the above stated grants to satisfy this Loan; and it is further

RESOLVED, that the Authority given hereunder shall be deemed retroactive and any and all signatures, endorsements heretofore executed and all other actions heretofore taken by one or more of the Company's officers, members, partners or other persons, employees acting on behalf of the Company in any capacity (including Authorized Persons), and their 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.

A vote was called.

AYES: Toni Kennedy
Nicole Terminelli
Jennifer Quirk-Pickman
Diane Para
Vernon D. Burns
Megan J.M. Whitton

MOTION CARRIED.

3. Approval of Line of Credit with M & T Bank for 2025 Bridge Repair & Paving Project. On a motion by Megan J.M. Whitton, seconded by Diane Para, it was

RESOLVED, that: Steve Lawrence, Patricia Nisco, Vernon Burns, or any member of the board of directors of the Company (an "Authorized Person") may on behalf of and in the name of the Company or otherwise, transact with and through M&T Bank ("Lender"), all such business as he or she (they) shall deem advisable upon such terms as he or she

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

RESOLVED, that without limiting the generality of the foregoing, the Company hereby specifically authorizes the borrowing of up to \$2,500,000 pursuant to a revolving line of credit to be secured by a lien against the proceeds of that certain grant agreement between the Company and New York State Department of Transportation Federal aid Local Program – Ogdensburg-Prescott International Bridge US Approach Truss Span Painting Rehabilitation Comptroller's Contract No D041413, PIN 7754.28, BIN: 5523230; and US Approach Paving Rehabilitation PIN 7754.29.

RESOLVED, that the Company shall use the proceeds of the above stated grant to satisfy this Loan; and it is further

RESOLVED, that the Authority given hereunder shall be deemed retroactive and any and all signatures, endorsements heretofore executed and all other actions heretofore taken by one or more of the Company's officers, members, partners or other persons, employees acting on behalf of the Company in any capacity (including Authorized Persons), and their 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.

A vote was called.

AYES: Nicole Terminelli
Jennifer Quirk-Pickman
Diane Para
Vernon D. Burns
Megan J.M. Whitton
Toni Kennedy

MOTION CARRIED.

Chief Financial Officer, Patricia A. Nisco, stated there was a need for Executive Session under §105 item f of the Open Meeting Law to discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. On a motion made by Jennifer Quirk-Pickman, seconded by Nicole Terminelli, the meeting went into Executive Session at 6:39 PM. On a motion made by Jennifer Quirk-Pickman, seconded by Vice Chair, Megan J.M. Whitton, the meeting resumed at 7:03 PM. No action needed to be taken after Executive Session.

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

None.

VIII. Next Meeting Date

The next Board meeting was proposed for Thursday, October 10, 2024, at 5:00 PM.

Senior Administrative Assistant, Karin Blackburn, will poll the Board Members for a date that works.

IX. Adjournment

On a motion by Vice Chair, Megan J.M. Whitton, seconded by Nicole Terminelli, the meeting adjourned at 7:04 PM.

Jennifer Quirk-Pickman
Secretary

Vernon D. Burns
Chairperson

**OGDENSBURG BRIDGE & PORT AUTHORITY
FINANCE COMMITTEE MEETING
THURSDAY, SEPTEMBER 12, 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, September 12, 2024 at 4:30 PM.

The following were present:

Nicole Terminelli, Finance Committee Chair
Vernon D. Burns, Board Chair
Patricia A. Nisco, Chief Financial Officer
Anthony Adamczyk, Director of Economic Development
James D. Chase, Director of Operations
Charlie Garrelts, Airport Manager

ABSENT: Steven J. Lawrence, Executive Director
David D. King

Finance Committee Chair, Nicole Terminelli, called the meeting to order at 4:36 PM.

I. Business Items

a. July Internal 2024 Financials

- Chief Financial Officer, Patricia A. Nisco, started with the Statement of Financial Position and reported that Accounts Receivable Regular are at \$108,688. 96% of that is either current or 1-30 days. Accounts Receivable AEAS reflects one USDOT reimbursement that has been submitted (and arrived the 2nd of August), plus the current one. This line item will be disappearing; October's submission for September flights will be the last AEAS payment and submission to USDOT. Fixed Assets remain solid. About half of what is owed is fully depreciated. Something to consider: depreciation is confirming that a lot of the OBPA equipment is past its useful life. \$8,999,567 is in Construction in Progress. Under Liabilities, there is only \$280,641 in Regular Accounts Payable. Accounts Payable - AEAS Contour is one month owed by the Authority. NYS Retirement is still open at \$124,033, which was paid in August. Accounts Payable – All Project A/P is at \$345,731.
- Board Chair, Vernon D. Burns, asked that at budget time that fixed assets be reviewed. Where they are at in terms of depreciation and how long the OBPA has had

them. Chief Financial Officer, Patricia A. Nisco, reminded the Finance Committee that the budget is approved at the December Board Meeting.

- Chief Financial Officer, Patricia A. Nisco, moved on to the Budget to Actual and reported that there is an error under Airport General Expense as the Law Enforcement calculations were not transferred to this report. That is why General Expenses show as over budget. This will be corrected for the next meeting. All income is well above budget and almost all expenses are below budget.
- Chief Financial Officer, Patricia A. Nisco, moved on to the Cash Flow: July – December 2024 and reported that under Other Income, it is hoped that the sale of the property will happen in October, which will pay off the balance off the mortgage. It is anticipated that in November the balance after settling the mortgage will be used to pay for the dump truck. If the sale is not finalized, the money from the August and September salt ships will have to be used for the new dump truck. That money is currently being set aside to pay the 2025 NYSLRS invoice. The payments to Contour for AEAS are done with the September invoice. The August and September increase in Operating Income and Rental Fees for the Port reflect the income from two salt ships. All the corporate insurance has been paid for 2024-2025 in full using the Stabilization Funding. Bridge Maintenance includes Border Station and Bridge Approach paving in October and November. There are some assumptions being made for Airport Fuel purchases based on who is chosen to take over the EAS service as the new carrier may choose to bring in their own fuel.
- Chief Financial Officer, Patricia A. Nisco reported that the OBPA has received the NYSLRS 2024-2025 invoice and it is \$271,005, which is approximately \$50,000 more than this year's invoice. NYSLRS will be asked for clarification for the increase on the invoice.

II. Other Such Matters

None.

On a motion by Board Chair, Vernon D. Burns, seconded by Finance Committee Chair, Nicole Terminelli, the Finance Committee Meeting adjourned at 4:47 PM.

Nicole Terminelli
Finance Committee Chair

Karin Blackburn

From: Steve Lawrence
Sent: Wednesday, September 18, 2024 6:53 AM
To: Karin Blackburn
Subject: FW: FW: [EXTERNAL] Order Selecting Air Carrier to Provide Essential Air Service at Ogdensburg

Good Morning Karin,
Can you place this email in Letters & Communications to the Board for the October Board meeting?
Thank you,
Steve

From: mtooley@ogdensburg.org <mtooley@ogdensburg.org>
Sent: Tuesday, September 17, 2024 9:50 PM
To: Steve Lawrence <slawrence@ogdensport.com>
Cc: Fonda Chronis <fchronis@ogdensburg.org>; 'Storm Cilley' <scilley@ogdensburg.org>; 'Michael Powers' <mpowers@ogdensburg.org>; 'mpow121@msn.com' <mpow121@msn.com>; 'Dan Skamperle' <dkamperle@ogdensburg.org>; jstevenson@ogdensburg.org; 'Donna Trimm' <dtrimm@ogdensburg.org>; mweaver@ogdensburg.org
Subject: RE: FW: [EXTERNAL] Order Selecting Air Carrier to Provide Essential Air Service at Ogdensburg

Steve -

Thank you for your e-mail. Congratulations to the OBPA in USDOT's decision to award OGS EAS service to Breeze Airways, the OBPA's preferred option.

The City appreciated the opportunity to be involved in the evaluation of the air carrier proposals submitted to OBPA for OGS EAS service. The consensus of City Council to support Breeze's application mirrored that of OBPA administration and Board of Directors, which certainly helped in Breeze's selection by USDOT.

We look forward to continuing to partner with OBPA in our mutual goal to improve the North Country economy, and I am optimistic the enhancement of the Ogdensburg International Airport combined with Breeze Airways as the OGS carrier will prove successful.

Mike

Michael J. Tooley
Mayor, City of Ogdensburg
330 Ford Street
Ogdensburg, NY 13669
mtooley@ogdensburg.org
(315) 393-1130 office

-----Original Message-----

From: "Steve Lawrence" <slawrence@ogdensport.com>
Sent: Tuesday, September 17, 2024 3:44pm
To: "Michael Tooley (mtooley@ogdensburg.org)" <mtooley@ogdensburg.org>
Subject: FW: [EXTERNAL] Order Selecting Air Carrier to Provide Essential Air Service at Ogdensburg

Good Afternoon Mayor Tooley,
I wanted to share this news with you concerning the USDOT award of the OGS EAS service to Breeze Airways.
I also I wanted to personally thank you and the City for your consistent support in securing Breeze Airways as the EAS carrier at Ogdensburg International Airport. This success is a reflection of our renewed partnership, and we are enthusiastic about what lies ahead for the airport and the community.

We look forward to continued support and success in the future.
Regards,
Steve

Steve Lawrence
EXECUTIVE DIRECTOR



OGDENSBURG BRIDGE & PORT AUTHORITY

1 Bridge Plaza
Ogdensburg New York 13669

p 315.393.4080 .ext 226
f 315.393.7068
email: slawrence@ogdensport.com
web: www.ogdensport.com

From: Martin, Michael (OST) <Michael.F.Martin@dot.gov>
Sent: Tuesday, September 17, 2024 1:38 PM
To: Charlie Garrelts <cgarrelts@ogdensport.com>; Peter Nielsen <peter.nielsen@flybreeze.com>
Cc: Steve Lawrence <slawrence@ogdensport.com>; Matt Chaifetz <matt.chaifetz@flycontour.com>; Boutique Air, Shawn Simpson <shawn@boutiqueair.com>; Brian Kondrad <bkondrad@boutiqueair.com>; Eitan Spiegel <eitan@boutiqueair.com>; Schlemmer, Kevin (OST) <Kevin.Schlemmer@dot.gov>; Jones, Lorenzo (OST) <lorenzo.jones@dot.gov>
Subject: [EXTERNAL] Order Selecting Air Carrier to Provide Essential Air Service at Ogdensburg

Mr. Garrelts,

I have attached the Order Selecting Breeze Airways to provide Essential Air Service (EAS) at Ogdensburg for a two-year contract term beginning October 1, 2024. The Order has been uploaded to www.regulations.gov under docket number DOT-OST-1997-2842. I ask that you forward this notice to the relevant civic officials in your community that I have not included on this email.

Should you have any questions, do not hesitate to contact me.

Regards,

Michael Martin
United States Department of Transportation
Essential Air Service (EAS) Program & Small Community Air Service Development (SCASD) Program
(202) 366-6494

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

		ASSETS: Things that OBPA OWNS
Current Assets:		
Cash - Checking Accounts	\$	186,508
Cash - Reserves & Other Restricted Accounts		10,206,448 ①
Cash - Security Deposits		175,954
Accounts Receivable - Regular		223,545
Accounts Receivable - AEAS		571,938
Grants Receivable		3,100
Investments		-
Inventories		65,415
Prepaid Expenses		378,859
Total Current Assets	\$	11,811,767
Fixed Assets:		
Land & Land Improvements	\$	46,674,118
Buildings & Building Improvements		108,711,370
Machinery & Equipment		8,946,184
Vehicles		2,018,770
Furniture & Fixtures		142,506
Signage		181,132
Bond Issuance Costs - 2017 Series		171,663
Total Fixed Assets	\$	166,845,744
Less Accumulated Depreciation		<u>(81,943,750)</u>
Net Fixed Assets	\$	84,901,994
Other Assets:		1,322,559
Construction in Progress		9,802,195 ②
TOTAL ASSETS	\$	107,838,515
		LIABILITIES: Things OBPA OWES
Current Liabilities:		
Accounts Payable - Regular		216,043 ③
Accounts Payable - AEAS/Contour		415,038
Accounts Payable - NYS Retirement		-
Accounts Payable - All Project A/P		572,733
Current Portion of Long Term Debt		935,606
Accrued Expenses		22,409,877
Total Current Liabilities		<u>24,549,296</u>
Other General Liabilities		1,134,735
Long Term Liabilities		
Long Term Portion of Long Term Debt		<u>7,949,456</u>
Total Long Term Liabilities		<u>7,949,456</u>
Capital		74,205,028
TOTAL LIABILITIES		<u>107,838,515</u>

①	Restricted Accounts - Top 5 Bank Accounts		
	Royal Bank of Canada Investments	5,872,983	
	Consolidated Reserve Fund - CBNA	2,758,029	
	Debt Service Reserve Fund - Wilmington Trust	546,394	
	Tompkins Trust Security Reserve Deposit	390,639	
	M&T Deposit - Bond Payable Reserve Funds	135,576	
		<u>9,703,622</u>	
	8 Additional Restricted Bank Accounts share the balance	502,826	
②	Construction in Progress - Top 4 Projects		
	Airport Revitalization Project	3,610,332	
	Airport EA PH 1 Drainage & Terminal Area	2,161,523	
	Airport MASLF	2,005,201	
	Port - Dock Wall Expansion	687,387	
		<u>8,464,443</u>	
	6 Additional Projects share the balance	1,337,752	
③	Regular Accounts Payable - Top 7 Vendors		PAID IN SEPTEMBER
	Excellus	40,534	\$40,534
	Wladis Law Firm	34,997	\$25,882
	Ascent Aviaiton	33,673	\$33,673
	AEP Solar	16,738	\$16,738
	OMLC	14,969	\$14,696
	Strategic Development	12,000	\$12,000
	National Grid	10,237	\$10,237
		<u>163,148</u>	
	50 +/- Additional Vendors share the balance	52,895	

OGDENSBURG BRIDGE & PORT AUTHORITY: AUGUST 2024 BUDGET TO ACTUAL

INCOME

	Monthly Budget	Monthly Actual	Over/ (Under)	YTD Budget	YTD Actual	Over/ (Under)
Bridge Revenue	322,823	365,800	42,977	1,479,440	1,642,609	163,169
Airport Revenue	32,275	40,903	8,628	181,029	220,010	38,981
Airport Revenue - Fuel Sales	71,354	67,047	(4,307)	244,991	317,842	72,851
Airport Revenue - AEAS Income	396,762	415,038	18,276	2,170,846	1,973,465	(197,381)
Commerce Park Campus Revenue	77,511	77,213	(298)	387,556	388,675	1,119
Marine Terminal (Port) Revenue	158,125	144,076	(14,049)	283,189	297,830	14,641
Marine Terminal - Interest Income	0	46,362	46,362	0	156,553	156,553
Railroad Revenue	0	(2)	(2)	0	8,149	8,149
TOTAL INCOME	1,058,850	1,156,437	97,587	4,747,051	5,005,133	258,082

EXPENSES

	Monthly Budget	Monthly Actual	Over/ (Under)	YTD Budget	YTD Actual	Over/ (Under)
BRIDGE EXPENSE						
Salary Expense	174,098	181,202	7,104	625,692	614,709	(10,983)
Employee Benefits	79,886	39,968	(39,918)	292,917	200,358	(92,559)
Maintenance Expense	7,445	14,665	7,220	37,235	40,997	3,762
Bridge Maintenance Expense	9,621	4,812	(4,809)	24,585	5,592	(18,993)
Utility Expense	8,300	6,780	(1,520)	36,600	34,711	(1,889)
General Expenses	45,441	52,950	7,509	222,773	203,422	(19,351)
Legal Expense	10,250	20,150	9,900	68,250	113,602	45,352
TOTAL BRIDGE EXPENSES	335,041	320,527	(14,514)	1,308,052	1,213,391	(94,661)
AIRPORT EXPENSE						
Salary Expense	44,710	45,945	1,235	162,602	163,979	1,377
Employee Benefits	15,556	9,173	(6,383)	57,038	48,827	(8,211)
Maintenance Expense	4,500	5,405	905	31,153	31,412	259
Fuel Sales Expense	44,200	31,007	(13,193)	195,287	189,229	(6,058)
Utility Expense	11,700	5,447	(6,253)	42,400	26,381	(16,019)
General Expenses	38,774	31,566	(7,208)	223,596	187,540	(36,056)
Interest Expense	2,200	0	(2,200)	6,600	0	(6,600)
Legal Expense	8,500	0	(8,500)	40,000	7,282	(32,718)
Security Expense	25,500	25,076	(424)	127,500	127,532	32
AEAS Expense	396,762	415,038	18,276	2,170,846	1,973,465	(197,381)
TOTAL AIRPORT EXPENSES	592,402	568,657	(23,745)	3,057,022	2,755,647	(301,375)

	Monthly Budget	Monthly Actual	Over/ (Under)	YTD Budget	YTD Actual	Over/ (Under)
COMMERCE PARK EXPENSE						
Salary Expense	5,200	5,253	53	19,200	19,261	61
Employee Benefits	1,772	466	(1,306)	6,165	1,810	(4,355)
Maintenance Expense	2,104	954	(1,150)	10,521	6,831	(3,690)
Utility Expense	16,604	4,735	(11,869)	81,545	29,883	(51,662)
General Expenses	6,903	3,915	(2,988)	34,513	15,342	(19,171)
Interest Expense	0	0	0	0	780	780
TOTAL INDUSTRIAL PARK EXPENSES	32,583	15,323	(17,260)	151,944	73,907	(78,037)

	Monthly Budget	Monthly Actual	Over/ (Under)	YTD Budget	YTD Actual	Over/ (Under)
MARINE TERMINAL (PORT) EXPENSE						
Salary Expense	53,718	27,030	(26,688)	196,965	86,837	(110,128)
Employee Benefits	11,391	11,123	(268)	55,847	55,124	(723)
Maintenance Expense	18,571	9,413	(9,158)	80,769	39,120	(41,649)
Utility Expense	4,396	3,520	(876)	26,448	22,843	(3,605)
General Expenses	29,394	15,467	(13,927)	146,972	85,975	(60,997)
Interest Expense	0	10	10	0	475	475
Legal Expense	0	0	0	0	0	0
TOTAL MARINE TERMINAL EXPENSES	117,470	66,563	(50,907)	507,001	290,374	(216,627)

RAILROAD EXPENSES	0	0	0	0	0	0
BORDER STATION EXPENSES	0	2,398	2,398	0	19,772	19,772

TOTAL EXPENSES 1,077,496 973,468 (104,028) 5,024,019 4,353,091 (670,928)

OPERATING INCOME (Net Gain/(Loss)) (18,646) 182,969 (276,968) 652,042

Principal Payments on Loans	-----	109,516	-----	-----	586,117	-----
OPBA Portion of Projects & Capital	-----	310,395	-----	-----	546,333	-----
OPERATING INCOME (Net Gain/(Loss))	-----	(236,942)	-----	-----	(480,408)	-----

CASH FLOW: AUGUST 2024 - JANUARY 2025

Cash Balance - JULY 159,041

Income	August	September	October	November	December	January	TOTAL
Bridge Toll Income	171,987	171,987	178,283	162,690	160,668	137,256	1,063,661
Airport Revenue	252,777	22,341	21,129	21,129	21,129	21,129	138,756
Rental Income - BR	113,021	112,780	112,969	112,969	112,969	112,969	677,677
Rental Income - IP	77,213	79,581	79,581	79,581	79,581	84,131	479,668
Rental Income - AP	9,003	9,603	5,848	5,848	5,848	5,848	42,000
Airport Fuels Sales	67,047	59,056	35,547	16,367	3,705	3,476	185,198
Airport AEAS	415,038	402,481					817,519
Port Operating & Rental Fees	144,076	143,312	33,200	33,200	33,200	58,100	445,089
Interest Income	43,368	10,195	16,769	16,769	16,769	16,769	222,270
Other Income			47,270	175,000			
Other Income - Stabilization Funding	551,382	186,590	390,434	264,779	116,153		1,509,338
Regular Income	1,704,825	1,197,928	921,030	888,332	550,022	439,678	5,701,816
Expense							
Salaries and Wages	261,430	170,088	145,190	145,125	160,125	160,125	1,042,083
Payroll Taxes & EE Benefits	60,730	109,123	48,800	44,425	46,675	46,675	356,428
Insurance	443,999		18,225	28,854	35,820	18,225	480,449
Utilities	20,481	26,845	35,081	35,356	35,356	47,192	194,273
General Expenses	29,364	33,944	35,356	26,515	20,150	35,356	204,732
Legal	20,150	19,563	26,515	26,515	20,150	20,150	133,043
Maintenance - BR	15,375	9,842	159,500	160,282	9,500	9,500	363,999
Maintenance - IP	954	749	5,425	3,753	3,753	4,425	19,059
Maintenance - AP	5,405	7,518	15,018	7,518	7,518	7,518	50,495
Maintenance - MT	9,413	9,545	7,163	8,348	7,756	7,756	49,980
Bridge Maintenance	4,812	79,850	98,216	4,218			187,096
Airport Fuel Purchases	31,007	29,285					60,292
Airport LEO	25,076	25,953	25,120	25,120	25,120	25,120	151,508
Airport Parking	15,219	17,005	17,005	17,005	17,005	17,005	100,244
Airport AEAS	415,038	402,481					817,519
Marine Terminal Management Fees	10,649	9,284	9,681	9,681	9,681	9,681	58,657
OBPA Grant Portion	40,311	63,525	80,104	50,811	96,541	183,428	514,720
OBPA Capital Expenses				175,000			175,000
All Debt Expense	96,453	96,453	143,723	93,826	93,826	93,826	618,107
Regular Expenses	1,505,865	1,111,053	870,122	835,837	568,825	685,982	5,577,684
Prior Month	159,041	358,001	444,876	495,784	548,279	529,476	283,173
Current Month Inc - Exp	198,960	86,875	50,908	52,495	(18,804)	(246,303)	283,173
Gain/(Loss)	358,001	444,876	495,784	548,279	529,476	283,173	283,173

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

Sept 01 - Sept 30	Auto Crossings		All Other Crossings		Total Crossings		Revenue			
	2024	2019	% Change	2024	2019	% Change	2024	2019		
Sept 30	44,828	51,320	-12.65%	5,779	6,582	-12.20%	50,607	57,902	\$136,697.00	\$189,000.25

Sept 01 - Sept 30	Auto Crossings		All Other Crossings		Total Crossings		Revenue			
	2024	2023	% Change	2024	2023	% Change	2024	2023		
Sept 30	44,828	41,917	6.94%	5,779	5,797	-0.31%	50,607	47,714	\$136,697.00	\$136,214.25

Month	Auto Crossings		All Other Crossings		Total Crossings		Revenue			
	2024	2019	% Change	2024	2019	% Change	2024	2019		
December										
November										
October										
September	44,828	51,320	-12.65%	5,779	6,582	-12.20%	50,607	57,902	\$136,697.00	\$189,000.25
August	60,606	65,820	-7.92%	6,038	6,663	-9.38%	66,644	72,483	\$180,978.00	\$245,554.50
July	53,583	60,506	-11.44%	6,413	6,587	-2.64%	59,996	67,093	\$166,730.50	\$227,506.75
June	45,174	53,785	-16.01%	5,909	6,434	-8.16%	51,083	60,219	\$138,953.25	\$198,334.25
May	42,541	51,016	-16.61%	6,182	6,911	-10.55%	48,723	57,927	\$109,505.25	\$146,528.00
April	37,688	45,707	-17.54%	6,257	6,905	-9.38%	43,945	52,612	\$114,572.50	\$154,635.00
March	38,206	44,523	-14.19%	5,398	6,036	-10.57%	43,604	50,559	\$115,421.00	\$128,733.50
February	32,455	35,864	-9.51%	5,140	5,662	-9.22%	37,595	41,526	\$97,026.00	\$106,063.25
January	29,971	35,667	-15.97%	5,454	6,234	-12.51%	35,425	41,901	\$88,059.00	\$104,184.25
TOTALS	385,052	444,208	-13.32%	52,570	58,014	-9.38%	437,622	502,222	\$1,147,942.50	\$352,597.25

Loss of Revenue for Calendar Year



OGDENSBURG BRIDGE & PORT AUTHORITY
BUILDING OCCUPANCY REPORT
 October 9, 2024

Commerce Park Campus

<i>Building</i>	<i>% Occupied</i>	<i>Total SF</i>	<i>Available</i>	<i>Occupied</i>	<i>Tenant</i>
1	74%	30,000	7,721		
				7,356	Lincare
				3,626	AB Thermal Technology
				1,217	Hoagies N More
				500	West End Asset Management
				424	Miracle Ear / Quality Hearing
				211	KDM Analytics
				187	Nova Networks
				8,758	Non-Rentable
3	100%	15,000	0		
				10,000	NAC Logistics
				4,860	AN Deringer
				140	Non-Rentable
4	42%	20,000	11,659		
				4,892	T-Base Communications
				2,324	Day Automation
				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
	89%	170,200	19,380	150,820	

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/Trego-Dugan
Hangar	100%	3,672	0	3,672	OGS Equipment Storage
GSE	100%	6,324	0	3,162	Trego-Dugan
				3,162	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
9				1,036	Kelly
10				0	Vacant
				1,046	Mechanical / Operations Storage
	97%	32,346	1,036	31,310	

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					HWY Salt					Report by Monday Morning (9:00 am CST) to: Email - leathersd@compassminerals.com					THAWROX				
DATE of Activity (mm/dd/yr)	Ending Balance from last Month: Receiving Barge/Vessel Name	TONS IN	TONS OUT	Running Balance	DATE of Activity (mm/dd/yr)	Ending Balance from last Month: Receiving Barge/Vessel Name	TONS IN	TONS OUT	Running Balance										
9/1/2024				87,635.46	9/1/2024				721.82										
9/2/2024				87,635.46	9/2/2024				721.82										
9/3/2024				87,635.46	9/3/2024				721.82										
9/4/2024			(75.01)	87,560.45	9/4/2024				721.82										
9/5/2024				87,560.45	9/5/2024				721.82										
9/6/2024				87,560.45	9/6/2024				721.82										
9/7/2024				87,560.45	9/7/2024				721.82										
9/8/2024				87,560.45	9/8/2024				721.82										
9/9/2024			(131.56)	87,428.89	9/9/2024				721.82										
9/10/2024			(73.37)	87,355.52	9/10/2024				721.82										
9/11/2024				87,355.52	9/11/2024				721.82										
9/12/2024				87,355.52	9/12/2024				721.82										
9/13/2024				87,355.52	9/13/2024				721.82										
9/14/2024				87,355.52	9/14/2024				721.82										
9/15/2024				87,355.52	9/15/2024				721.82										
9/16/2024			(139.41)	87,216.11	9/16/2024				721.82										
9/17/2024				87,216.11	9/17/2024				721.82										
9/18/2024				87,216.11	9/18/2024				721.82										
9/19/2024				87,216.11	9/19/2024				721.82										
9/20/2024				87,216.11	9/20/2024				721.82										
9/21/2024				87,216.11	9/21/2024				721.82										
9/22/2024				87,216.11	9/22/2024				721.82										
9/23/2024			(306.99)	86,909.12	9/23/2024				721.82										
9/24/2024				86,909.12	9/24/2024				721.82										
9/25/2024			(351.56)	86,557.56	9/25/2024				721.82										
9/26/2024			(142.73)	86,414.83	9/26/2024				721.82										
9/27/2024				86,414.83	9/27/2024				721.82										
9/28/2024				86,414.83	9/28/2024				721.82										
9/29/2024				86,414.83	9/29/2024				721.82										
9/30/2024			(38.39)	86,376.44	9/30/2024				721.82										
MONTH-END TOTALS & BALANCE					MONTH-END TOTALS & BALANCE					0.00	0.00	(0.00)	721.82						

MEAL - SEPTEMBER 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
9/3/2024	BL 90796171			25100	12.55	-12.55	-25100
9/5/2024	GACX 14203 - BL 90774656	182750	91.38			78.83	157650
9/5/2024	GACX 13647 - BL 90782948	188400	94.2			173.03	346050
9/5/2024	BL 90799766			80560	40.28	132.75	265490
9/5/2024	BL 90799361			75200	37.6	95.15	190290
9/10/2024	GACX 13581 - BL 90782949	189100	94.55			189.70	379390
9/11/2024	CCLX 95098 - BL 90782958	187900	93.95			283.65	567290
9/12/2024	BL 90807615			56300	28.15	255.50	510990
9/12/2024	BL 90803765			78800	39.4	216.10	432190
9/16/2024	NDYX 843435 - BL 90782957	192750	96.38			312.47	624940
9/18/2024	BL 90813914			58560	29.28	283.19	566380
9/18/2024	NDYX 843392 - BL 90792097	185900	92.95			376.14	752280
9/18/2024	GACX 516038 - BL 90785885	201700	100.85			476.99	953980
9/19/2024	BL 90818220			62800	31.4	445.59	891180
9/19/2024	BL 90816874			77580	38.79	406.80	813600
9/19/2024	CCLX 95038 - BL 90792098	189400	94.7			501.50	1003000
9/20/2024	GACX 13634 - BL 90795850	200100	100.05			601.55	1203100
9/20/2024	TRNX 500041 - BL 90792100	162200	81.1			682.65	1365300
9/20/2024	BL 90813915			48280	24.14	658.51	1317020
9/23/2024	BL 90821263			74780	37.39	621.12	1242240
9/23/2024	NDYX 843406 - BL 90784381	194700	97.35			718.47	1436940
9/23/2024	BL 90821422			64900	32.45	686.02	1372040
9/24/2024	CEFX 389281 - BL 90792099	190600	95.3			781.32	1562640
9/24/2024	BL 90823953			67400	33.7	747.62	1495240
9/24/2024	BL 90821826			61500	30.75	716.87	1433740
9/24/2024	BL 90821825			49100	24.55	692.32	1384640
9/25/2024	BL 90825005			80580	40.29	652.03	1304060
9/27/2024	BL 90828781			68680	34.34	617.69	1235380
9/27/2024	BL 90826723			76480	38.24	579.45	1158900
9/30/2024	BL 90828780			78200	39.1	540.35	1080700

PELLETS - SEPTEMBER 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					82.05	164100
9/9/2024	BL 90802177			56320	28.16	53.89	107780
9/10/2024	GACX 516097 - BL 90774653	185550	92.78			146.67	293330
9/10/2024	BL90806190			77780	38.89	107.78	215550
9/10/2024	BL 90809492			60560	30.28	77.50	154990
9/12/2024	CEFX 389491 - BL 90774652	195000	97.50			175.00	349990
9/16/2024	BL 90812868			43200	21.6	153.40	306790
9/18/2024	BL 90817853			83080	41.54	111.86	223710
9/19/2024	GACX 13584 - BL 90796301	178350	89.18			201.03	402060
9/25/2024	GACX 13627 - BL 90790347	187350	93.675			294.71	589410

LOOSE FEED - SEPTEMBER 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					58.24	121870
9/3/2024	CCLX 95093 - BL 90774639	145200	72.60			130.84	267070
9/11/2024	BL 90807519			47660	23.83	107.01	219410
9/11/2024	BL 90807569			57680	28.84	78.17	161730
9/12/2024	BL 90815404			54120	27.06	51.11	107610
9/13/2024	BL 90810794			61020	30.51	20.60	46590
9/13/2024	NDYX 843355 - BL 90762735	166300	83.15			103.75	212890
9/17/2024	GACX 13600 - BL 90785884	212150	106.075			209.83	425040
9/17/2024	CRDX 312547 - BL 90785883	134400	67.2			277.03	559440
9/18/2024	BL 90815401			61460	30.73	246.30	497980
9/18/2024	BL 90817015			56940	28.47	217.83	441040
9/19/2024	BL 90817003			63260	31.63	186.20	377780
9/19/2024	BL 90818501			44340	22.17	164.03	333440
9/23/2024	BL 90821266			59880	29.94	134.09	273560
9/23/2024	BL 90821265			42440	21.22	112.87	231120
9/24/2024	BL 90824592			41900	20.95	91.92	189220
9/24/2024	BL 90825006			72000	36	55.92	117220
9/25/2024	BL 90824598			57340	28.67	27.25	59880
9/26/2024	BL 90825066			54020	27.01	0.23	5860

**OGDENSBURG BRIDGE & PORT AUTHORITY
OCTOBER 09, 2024 BOARD MEETING**

Agenda Item C. Commerce Park
1.) Approval of Tree/Stump Removal in Commerce Park

REPORT:

The OBPA trail winding partly through Commerce Park is used by a large number of community members and employees. Because of this, the increased number of dead or dying trees along the trail in Commerce Park has intensified the liability concern for the Authority. In addition to funds set aside by the OBPA, there was funding allotted in the Stabilization Funding to address this issue.

Bids were requested for tree removal, existing stump removal, and removal of the stumps for the trees just removed. Only two bidders submitted bids by the advertised deadline:

<i>VENDOR</i>	<i>TOTAL QUOTE</i>
Putney Tree Service	\$53,025.00
Farney Tree & Excavation	\$104,500.00

Both bids break down the cost for each portion of the overall job. While it was discussed that some, but not all, of the portions of the project could be undertaken now, staff felt that the completion of all aspects would provide the best result for reducing injury liability (and beautifying the Park). Therefore, Staff recommends accepting the total bid submitted by Putney Tree Service.

RESOLUTION:

RESOLVED, that the Director of Operations is hereby authorized and directed to execute a Purchase Order with Putney Tree Service to remove trees and stumps along the trail in Commerce Park for a cost not to exceed \$53,025.00

INITIATOR / PREPARER Patricia Nisco APPROVED BY: *PNisco*
MOTION MADE BY _____ Unanimous Yes No
SECONDED BY _____ Abstained _____

Karin Blackburn

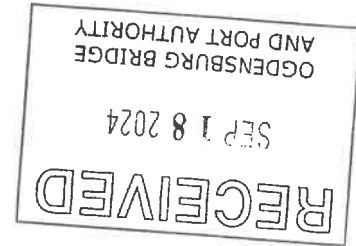
From: NPUTNEY@twcny.rr.com
Sent: Wednesday, September 18, 2024 12:15 PM
To: Karin Blackburn
Subject: [EXTERNAL] RFP#2024-06
Attachments: ogd. B&P.pdf

Good afternoon,

Attached is the quote for tree removal. Please confirm receipt.

Thanks ,

Gehrig



OGDENSBURG BRIDGE & PORT AUTHORITY

Request for Proposal

Commerce Park Campus Tree Removal

**ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE, OR EMAILED,
MARKED:**

RFP #: 2024-06 – Commerce Park Campus

Tree Removal Contractor Name of Bidder: *Putney Tree Service*

RFP Opening: Wednesday, September 18, 2024 at 1:00 p.m.

AND RETURNED TO:

Ogdensburg Bridge & Port Authority
Attn: Karin Blackburn
1 Bridge Plaza
Ogdensburg NY 13669

or

kblackburn@ogdensport.com

Instructions to Bidders

1. RFP DOCUMENTS

This document includes a complete set of the RFP specifications and required documents, which are for the convenience of bidders and are not to be detached from the bid.

2. INTERPRETATION OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the OBPA. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of Addenda to the bid, and when issued, will be on file in the Director of Operations Office at least five days before bids are opened.

All Addenda will be emailed to each person whose name and address are on record with the OBPA as having attained a bid packet. All such Addenda shall become part of the bid and all bidders shall be bound by such Addenda, whether or not received by the bidders.

3. BIDS

All bids must be submitted on documents supplied by the OBPA and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the bidder. The OBPA Board of Directors may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same.

Bids shall be enclosed in a sealed and clearly labeled envelope, or emailed, with the words:

RFP #: 2024-06 - Commerce Park Campus Tree Removal

Name of Bidder: Putney Tree Service

Bid Opening: Wednesday, September 18, 2024 at 1:00 p.m.

AND RETURN TO:

**Ogdensburg Bridge & Port Authority
Attn: Karin Blackburn
1 Bridge Plaza
Ogdensburg NY, 13669**

or

kblackburn@ogdensport.com

Bidders Submittal Instructions

BIDDERS, PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents with your response:

- Your response to the RFP in question (1 hard copy or via e-mail)
- Waiver of Immunity and Non-Collusive Bidding Certification
- **Certificate of Insurance**
 - Including Worker's Compensation Certificate

FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE WILL LEAD TO IMMEDIATE RFP DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked or via e-mail:

RFP #: 2024-06 – Commerce Park Campus Tree Removal

Name of Bidder: Putney Tree Service

Bid Opening: Wednesday, September 18, 2024 at 1:00 p.m.

Step Three: Please return your response to this RFP to the following address:

**Ogdensburg Bridge & Port Authority
Attn: Karin Blackburn
1 Bridge Plaza
Ogdensburg NY, 13669**

or

kblackburn@ogdensport.com

Statement of Specifications

Commerce Park Campus Tree Removal

Respondent to provide the OBPA with tree removal services in the Commerce Park Campus as follows:

- Cut and remove approximately 17 specified trees in the Commerce Park Campus (please reference Appendix A)
The specified trees are as identified on the attached maps. The OBPA is seeking a quote for total tree removal and reserves the right to modify work performed in any or all designated areas. (Onsite verification will be available if desired.)

Description:

- 8 trees are 4'6" – 5' in diameter
- 9 trees 5'6" – 6' in diameter
- Should the OBPA choose to increase or decrease the number of trees to be removed please provide a price per tree based on the average.
• \$ _____ per tree *Depends on which tree*

Should the OBPA desire to remove the existing and newly created tree stumps in the Commerce Park Campus, please provide a price for stump removal, per stump.

- 16 Existing Tree Stumps *depends on stump*
- \$ _____ per stump

The specification herein states the minimum requirements of the OBPA. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The OBPA will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the OBPA to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

The Contractor is responsible to Call 811 Dig Safe prior to starting the project In locations where utilities can be found such as telephone, telegraph or electric power transmission lines, sewer, water, and gas may be fouled by the work, the owning utility company shall be advised in sufficient time, prior to the commencement of work at such locations, so that they may arrange for proper inspection and removal of the interfering branches. The Contractor shall be responsible for, and make good, any and all damage to such lines arising from his operations.

TOTAL BID IN FIGURES: \$ \$ 22,000.00 *(17 trees)*

TOTAL BID WRITTEN: Twenty two thousand

COMPANY NAME: Putney Tree Service

ADDRESS: PO Box 364
Waddington NY 13694 Phone No. 315 388-5576
(CITY) (State) (Zip)

E-MAIL ADDRESS: Nputney@twenty.com

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: Chris D. Putney

TITLE: Member DATE: 9/17/2024

Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of your firm, when called before a grand jury to testify concerning any transaction or contract with the OBPA, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the OBPA without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the OBPA for goods delivered or work done prior to the cancellation or termination shall be paid.

Signature: *[Handwritten Signature]* Print Name: Behrzig Rutney
Title: Member Date: 9/17/2024
Company: Rutney Tax Service Address: PO Box 384 Washington NJ 07071

Subscribed to under penalty of perjury under the laws of the State of New York, this 17th day of September, 2024 as the act and deed of said corporation of partnership.

Proposal

PROPOSAL SUBMITTED TO: <i>Ogden Bridge & Port</i>	JOB NAME	JOB #
ADDRESS	JOB LOCATION	
	DATE <i>9/17/24</i>	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

<i>Stamp grind only</i>	<i>chips + level</i>		
1 \$ 400 ✓	1 \$ 350 ✓	16 \$ 475	<div style="font-size: 2em; font-weight: bold;">\$7525 Total</div> <div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block; margin-top: 20px;"> <div style="font-size: 2em; font-weight: bold;">\$16125 Total</div> </div>
2 400 ✓	2 350 ✓	17 550	
3 400 ✓	3 350 ✓		
4 600 ✓	4 275 ✓		
5 600 ✓	5 375 ✓		
6 500 ✓	6 275 ✓		
7 400 ✓	7 375 ✓		
8 300 ✓	8 250 ✓		
9 600 ✓	9 550 ✓		
10 400 ✓	10 375 ✓		
11 500 ✓	11 450 ✓		
12 500 ✓	12 450 ✓		
13 700 ✓	13 650 ✓		
14 700 ✓	14 650 ✓		
15 500 ✓	15 475 ✓		
<div style="font-size: 2em; font-weight: bold;">\$8600 Total</div>			

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____
 Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance _____ Signature _____

Proposal

PROPOSAL SUBMITTED TO: <i>Ogd. Bridge & Port</i>	JOB NAME	JOB #
ADDRESS	JOB LOCATION	
PHONE #	DATE <i>9/17/24</i>	DATE OF PLANS
FAX #	ARCHITECT	

We hereby submit specifications and estimates for:

Existing	Stamps	Estimate
1	✓500	16 ✓125
2	✓250	17 ✓400
3	✓500	
4	✓600	
5	✓600	
6	✓600	
7	✓600	
8	✓700	
9	✓300	
10	✓500	
11	✓700	
12	✓400	
13	✓500	
14	✓500	
15	✓200	

\$7,675 Total

clean chips up & level	Estimate
1	✓475
2	✓225
3	✓50
4	✓50
5	✓550
6	✓550
7	✓550
8	✓650
9	✓375
10	✓475
11	✓650
12	✓400
13	✓475
14	✓475
15	✓275

\$7,225 Total

\$14,900 Total

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: _____ Dollars

\$ _____
 with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control

Respectfully submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Northern Insuring Agency, Inc. 69 Market Street Potsdam NY 13676	CONTACT NAME: Sarah Genier, CISR PHONE (A/C No, Ext): (315) 769-2404 E-MAIL ADDRESS: sarahg@northerninsuring.com	FAX (A/C, No): (315) 769-2405
	INSURER(S) AFFORDING COVERAGE	
INSURED PUTNEY TREE SERVICE, LLC PO BOX 364 23 Oak Street WADDINGTON NY 13694	INSURER A: Acadia Insurance Company	NAIC # 31325
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2491724343 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA0280534-24	03/04/2023	03/04/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA0280535-24	03/04/2023	03/04/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 50,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Ogdensburg Bridge & Port Authority 1 Bridge Plaza Ogdensburg NY 13669	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE CEO

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 271282772
PUTNEY TREE SERVICE LLC
PO BOX 364
WADDINGTON NY 13694



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER PUTNEY TREE SERVICE LLC PO BOX 364 WADDINGTON NY 13694		CERTIFICATE HOLDER OGDENSBURG BRIDGE & PORT 1 BRIDGE PLAZA OGDENSBURG NY 13669	
POLICY NUMBER S1248 600-7	CERTIFICATE NUMBER 156522	POLICY PERIOD 03/04/2024 TO 03/04/2025	DATE 9/18/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1248 600-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 254516572

OGDENSBURG BRIDGE & PORT AUTHORITY
October 9, 2024 BOARD MEETING

Agenda Item D. Ogdensburg International Airport
1) Approval for Repainting the Commercial Ramp for Breeze Airways A220-300

REPORT:

Breeze Airways has begun new service routes under EAS utilizing the A220-300 aircraft. The size of the Breeze aircraft necessitates the restriping of the commercial ramp to ensure optimal operational efficiency and safety. Restriping the commercial ramp is essential to align with industry standards to clearly define operational areas and enhance safety for ground personnel.

Three quotes were received to paint the proper marking for Breeze Airway A220-300:

<i>VENDOR</i>	<i>QUOTE</i>
K&T Striping	\$7,500.00
Parker Line Striping	\$13,895.00
Hi-Lite	\$17,000.00

As the K&T Striping quote has been thoroughly evaluated for compliance with safety and FAA standards and is the lowest received bid, staff recommends using K&T Striping.

RESOLUTION:

RESOLVED, that the Airport Manager is hereby authorized and directed to execute a Purchase Order with K&T Striping for the commercial ramp painting for a cost not to exceed \$7,500.00.

INITIATOR / PREPARER Charlie Garrelts APPROVED BY: 

MOTION MADE BY _____ Unanimous Yes No

SECONDED BY _____ Abstained _____

K & T Striping LLC

QUOTE

PO Box 33
Adams Center NY, 13606
Phone: (315)286-3117

DATE:9/19/24

TO:
Ogdensburg Airport

SHIP TO:
OGS Apron Striping

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
New Apron Plane Layout			7500.00
SUBTOTAL			7500.00
SALES TAX .08%			
TOTAL DUE			
BALANCE DUE			

Make all checks payable to: K & T Striping.
Invoices are due thirty days after completion of job.
Invoices not paid in full are subject to a late charge of 2% per month.
If you have any questions concerning this invoice, contact: Kayle Tiffany @ (315)286-3117 or kandtstriping@gmail.com

THANK YOU FOR YOUR BUSINESS!



1650 Market Street, Suite 3613 • Philadelphia, PA 19103
Phone: (267) 925-6747
www.mjinc.com

September 9th, 2024

Mr. James Chase
Director of Operations
Ogdensburg Bridge and Port Authority
1 Bridge Plaza, Suite 102
Ogdensburg, New York 13669

Re: Electric Vehicle Charger Construction Award Recommendation

**Ogdensburg International Airport
Gateway Improvements**

Electric Vehicle Charging

Dear Mr. Chase,

Multiple proposals for the above referenced scope of work associated with the Gateway Improvements Project at OGS Airport were received and reviewed. McFarland Johnson had the opportunity to speak with each proposing vendor regarding their understanding of the scope of work and has validated that both respondents understand and have proposed on the correct and equivalent scopes of work. McFarland Johnson as well as yourself have also researched to the best of our ability that each respondent is capable of performing the work and supporting the installation of EV chargers. It is our recommendation to proceed with issuing a contract to Energy 5, 300W Somerdale Rd. Suite 5, Voorhees Township, NJ 08043. A summary of the proposals received can be found below.

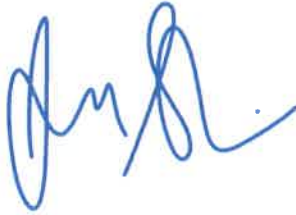
EV Charger Installation and Supporting Infrastructure (not included in Terminal Scope of Work under Murnane)

<u>Contractor</u>	<u>Base Bid</u>
1. Energy 5	\$21,104.16
2. Tel, Inc.	\$32,400.00

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

Sincerely,

McFarland-Johnson, Inc.

A handwritten signature in blue ink, appearing to read 'JS', with a stylized flourish at the end.

Jason Shevrin, P.E.

Director of Technology

cc: FILE



ENERGY5

EV CHARGING TURNKEY

AGREEMENT

Contact

Alex Ward

856-412-4645

alex@energy5.com

Property

Ogdensburg International Airport

Address

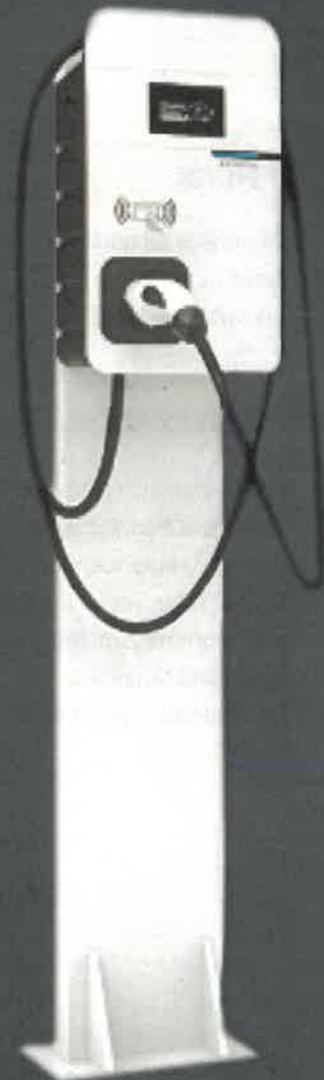
5900 NY-812, Ogdensburg, NY 13669

Date

08 / 22 / 2024

Proposal Number

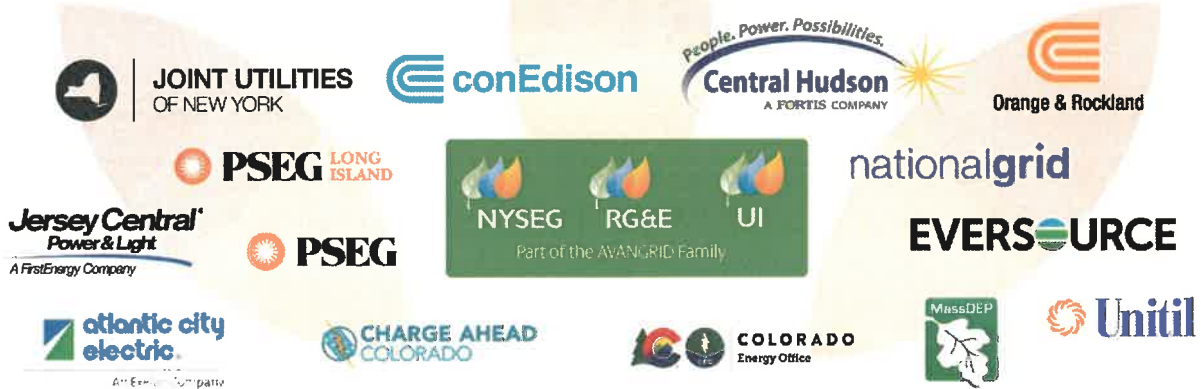
NY 11437



PROJECT SUMMARY

ENERGY5 is a Turnkey Provider of Electric Vehicle Charging Stations. We leverage our industry knowledge and experience to deliver the best results for our customers!

ENERGY5 is a trusted partner and provider for EV Programs in all of our service territories:



SCOPE OF WORK

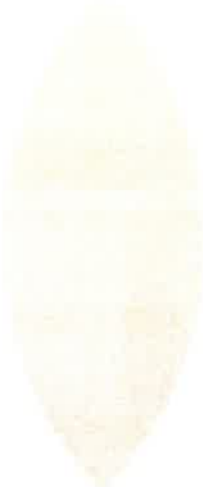
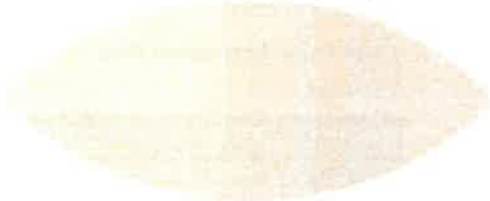
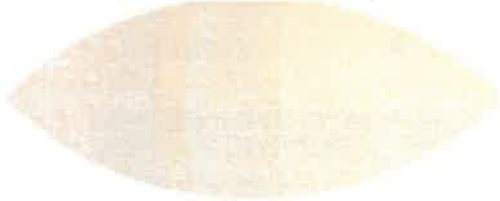
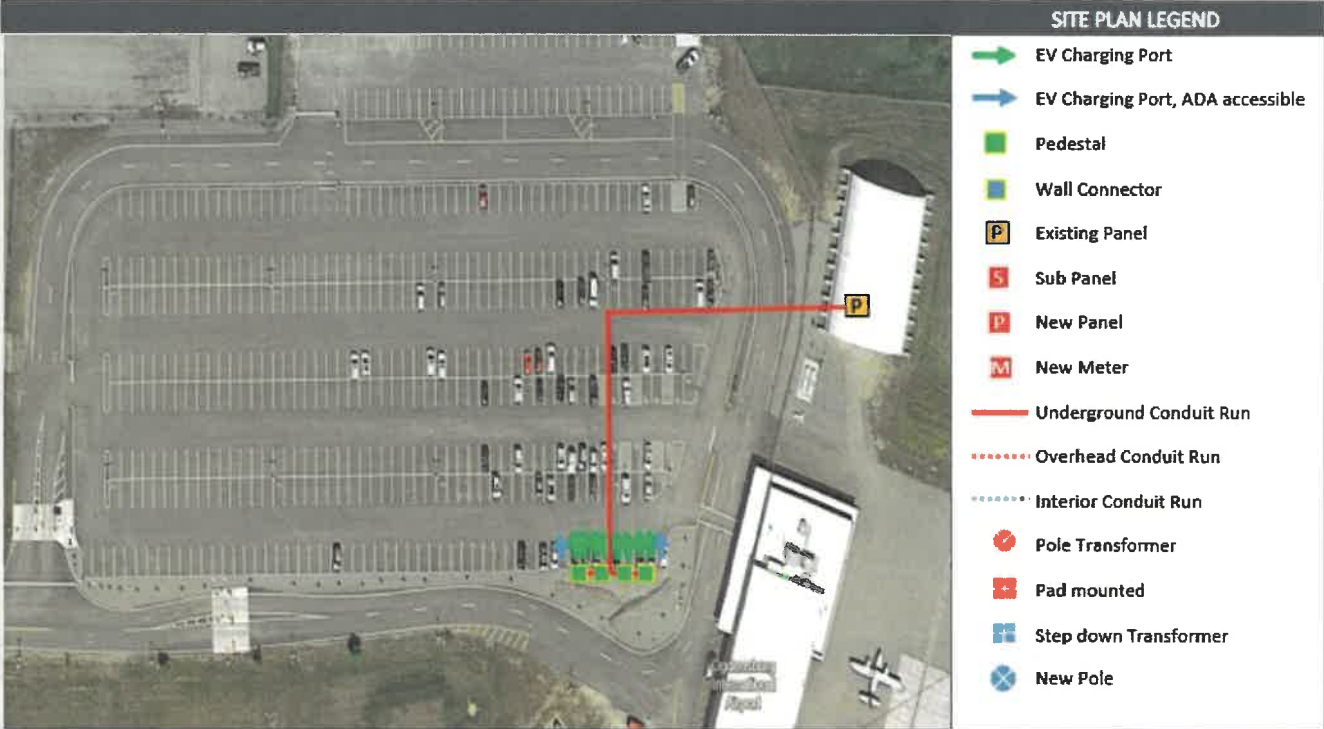
ENERGY5 will provide all necessary equipment, materials and labor to furnish and install the electric vehicle station equipment listed in Schedule A for a ready-to-use installation. In accordance with equipment specifications, equipment quantity, acknowledged location, and individual lot conditions including the energy grid upgrade coordinated with the local authority.

PROJECT DELIVERABLES

- Comprehensive proposal for project materials and labor, guaranteeing the best value for project cost.
- Plans and Permits: Secured prior to the start date of the installation.
- Quality Assurance: Certified and licensed workmanship in accordance with all applicable local, state, and federal rules, regulations, laws and standards to perform the work.
- EV Programs Funding: Secured prior to the start date of the project; otherwise following participating program terms and timelines.
- Continuous support for equipment utilization.


SITE PLAN

SCOPE OF WORK



PRICING SUMMARY

(Schedule A)

EQUIPMENT	QUANTITY	TOTAL
Hardware		
ZEROVA AX SERIES 48A 11.5kW; J1772	8	\$20,712.00
- Hard-Wired; Networked; Includes 3-Year Manufacture Warranty - Parts Only. - ENERGY5 Complimentary Service: Remote assistance, virtual diagnostics, troubleshooting, preventive service & automated alerts of system errors through the charger management network. - Request Turnaround: 2-3 business days.		
Mounting Options		
Dual Pedestal - Cable Retractor	4	\$6,396.00
		
Software		
EVSE Network Management Software	8	\$2,880.00
1 Year Per Port		
One-Time Activation Fee	8	\$680.00
Per Port		
INSTALLATION		
Electrical Infrastructure		
Existing Panel	1	\$1,085.00
Terminations: (8) 60-Amp 2-Pole Breakers		
Electrical Conduit	1	\$3,216.45
150 Feet; PVC; Rigid; Fittings		
Electrical Wiring	1	\$29,628.53
11,500 Feet; THHN; Primary & Secondary Wiring		
Permitting, Engineering, Design	1	\$9,645.15
Permits; Inspections; Stamped Drawings; Scoping; Plans		
Non-Electrical Infrastructure		
	1	\$11,240.00
EVSE Installation; Safety Wheel Stops/Bollards; Signage; Line Striping Conditioning; Concrete Bases		
	Sales Tax	\$6,838.65
	TOTAL COST	\$92,321.78
	NATIONAL GRID FUNDING*	-\$39,217.62
	NYSERDA FUNDING*	-\$32,000.00
	NET COST	\$21,104.16

	DEPOSIT (1)**	\$1,000
	DEPOSIT 50% (2)***	\$10,052.08

**FUNDING - Subject to program adjustment and will be made payable to ENERGY5, via program documentation.*

***DEPOSIT (1) - Required to be paid by the Buyer at the time Buyer executes this Agreement.*

****DEPOSIT (2) - Required to be paid by the Buyer before the installation starts.*

This Schedule "A" includes eligible estimated fundings that could change upon final judgement of the program.

EV CHARGING TURNKEY AGREEMENT

This EV CHARGING TURNKEY AGREEMENT (hereinafter, sometimes referred to as the "Agreement") by and between ENERGY SOLUTIONS INC, dba ENERGY5, a NJ corporation, having its principal place of business at 300 W Somerdale Rd, Ste 5, Voorhees NJ 08043 (hereinafter, sometimes referred to as the "Company"), and Ogdensburg International Airport, a NY with its principal place of business at 5900 NY-812, Ogdensburg, NY 13669 (hereinafter, sometimes referred to as the "Buyer").

WHEREAS, the Company is engaged in supply, delivery, program management service, installation, activation, maintenance, and warranties in connection with the items as described in Schedule A (herein-after, sometimes referred to as the "Project");

WHEREAS, the Buyer desires to purchase and accept according to the terms and conditions herein.

THEREFORE, in consideration of the mutual agreements contained herein, the Company and the Buyer (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

ARTICLE I: PURCHASE AND SALE OF ASSETS

1.1 Consideration. The Buyer hereby purchases and accepts the Project with items as described on Schedule A (the "Purchased Assets").

The Deposit is required to be paid by the Buyer at the time Buyer executes this Agreement. In the event of Buyer's decision to cancel the Agreement, the Deposit is refundable at the rate of 100%, exclusively when the adjusted NET COST is exceeding the 15% increase, due to events of unforeseen costs adjustments, and, or, participating programs funding amount adjustments.

Once Company confirms receipt of Buyer's Deposit, the Parties shall work together to establish a mutually-agreeable written schedule for the delivery and installation of the Project to include an estimated completion date. The Parties shall also endeavor to pursue required procedures for participating funding programs. Company shall adhere to the agreed upon schedule and the estimated completion date, taking into consideration possible events described in Article 1, Section 1.4.

1.2 Closing. The Closing for the sale (the "Closing") will be performed simultaneous with the execution of this Agreement, as the parties hereto mutually agree to in writing (the "Closing Date"). The Company shall sell, deliver to, with shipping terms offered by vendors, install and activate, and provide a service and maintenance service plan for the Buyer, and Buyer shall purchase and accept from the Company, in and to all of the Purchased Assets. Any deficiencies in the Project completion per local authorities and participating funding programs requirements will be promptly rectified by the Company, at no additional cost to Buyer, prior to Buyer paying the invoiced amount to Company.

1.3 Payment. The NET COST (the "Purchase Cost") to be paid, with terms of 15 days net, upon completion of Project installation on Buyer's property.

Company reserves the right to add up to 25% of interest if the payment terms are breached.

The failure to make the payment(s) on or before the date indicated on the payment schedule shall be considered a full and material breach of this Agreement.

Company Bank Name: **JPMorgan Chase Bank, N.A.**

Company Account Number: **785216711**

Company Receiver ABA (ACH): **021202337**; (Wire): **021000021**

1.4 Change Order. The Company shall notify the Buyer of any participating funding programs rules and terms before implementation. The Company shall notify the Buyer of any vendors or manufactures changes, modifications or discontinuance of the Purchased Assets before implementation. Following such notification,

(i) The Company shall propose a substitute of the Purchased Assets with equal or higher specifications.

(ii) And the Buyer shall have the right to review the updated Project, and accept and agree to terms listed in Article 1, Section 1.2, or cancel this Agreement in consideration of the terms and conditions in Article 1, Section 1.1.

1.5 Ownership of Purchased Assets. The Company has good and marketable title to, and full ownership of, all of the Purchased Assets free and clear of any claim, lien, charge, security interest or encumbrance of any kind. Upon the transfer and conveyance to Buyer of the Purchased Assets, Buyer shall receive good and marketable title to, and full ownership of, such property free and clear of all liens, charges or encumbrances of any kind. Buyer shall, other than expressly stated herein, be the sole beneficiary of all revenues and costs associated with the Project equipment. Any grant and incentive fundings money, or other payments related to such Project from the State or the electric distribution utility that provides service to the Buyer's facility, shall be the property of Buyer. If such payments are made to Company, Company shall immediately remit such funds to Buyer.

1.6 Equipment Warranty. Manufacturer warrants that the products purchased hereunder are free and clear of all liens and encumbrances. Manufacturer warrants products to be free from defects in material or workmanship under normal use from the installation date for the period specified in Purchased Assets. In the event that any defect found under normal usage condition during the above warranty period, manufacturer will be responsible for repair or replacement at its sole discretion and subject to the replacement may be refurbished products. All repair covered by this warranty must be done at manufacturer's factory, or other repair facilities as designated by manufacturer unless manufacturer specifically directs that this service be performed at

another location or service partner. Buyer shall, at its own costs, be responsible for shipping the defective products to designated repair facilities subject to RMA issued by manufacturer, and manufacturer will be responsible for shipping back the repaired products or replacement to Buyer. Manufacturer shall not have any warranty obligations for claims (i) caused by the misuse, mishandling, extreme weather or acts of nature; (ii) caused by the modification or repair made to or disassembly of products by any person other than the manufacturer or authorized service provider; or (iii) in relation to the appearance damage of products which do not affect the function of products.

ARTICLE II: REPRESENTATIONS OF THE COMPANY AND BUYER

2.1 Buyer has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of Buyer's obligations in this Agreement. Buyer also commits and agrees to qualifications, requirements, terms and conditions, operational commitment period of all Federal, State or Local Funding Programs this Project is qualified to, and participates. The Company is responsible for applying for grants and incentive fundings as described in Schedule "A" of this Agreement.

2.2 Buyer and Company entering into this Agreement does not, and will not, conflict with, or result in, any breach or default under any other agreement to which Buyer or Company is subject. In case of a breach of this Agreement by the Buyer or by the Company, the breaching party will be liable of TOTAL COST.

2.3 Buyer and Company shall perform under this Agreement in compliance with all applicable federal, state and local laws and regulations.

2.4 Authorization and Enforceability of Agreements. Company has the requisite power and authority to execute and deliver this Agreement and the other agreements and instruments to be delivered at the Closing (the "Related Agreements"), and to sell the Purchased Assets hereunder. At or before the Closing, this Agreement will be duly and validly authorized by and approved by the Company. This Agreement and the Related Agreements (if any), when executed by the other parties hereto and thereto, constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with their terms, subject to laws of general application relating to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

2.5 Termination. Either Party may terminate this Agreement in the event of any material breach by the other Party; provided that before such termination takes effect, the non-breaching Party gives the other Party written notice specifying the breach and thirty (30) days to cure the breach; and only if the breaching Party fails to cure the breach within 30 days may this Agreement be terminated. Additionally, either Party may terminate this Agreement immediately upon written notice to other Party in the event that the other Party becomes the subject of a petition for bankruptcy or any other proceeding relating to insolvency, receivership, or liquidation which is not dismissed within sixty (60) days, or if the other Party makes an assignment for the benefit of creditors.

2.6 Force Majeure. Neither party will be liable for any breach of the Agreement, for any delay or failure of performance due to an inability to perform resulting from any cause beyond such party's reasonable control, including but not limited to the weather, pandemic, public health emergency, civil disturbances, acts of terror, acts of civil or military authorities, or acts of God (collectively, a "Force Majeure Event"), excluding equipment or subcontractor failure, not itself caused by a Force Majeure Event. Any indictment, order, injunction, decree or award of any court, arbitrator or governmental agency directly relating to the Project.

2.7 Parties Consents. No material consent, approval, qualification, order or authorization of, or filing with, any governmental authority or any other person or entity on the part of the Parties, is required in connection with the Parties' valid execution, delivery or performance of this Agreement, or the consummation of the transactions contemplated on the part of the Parties hereby.

ARTICLE III: GENERAL PROVISIONS

3.1 Entire Agreement. Except as otherwise expressly set forth in this Agreement, this Agreement is the entire agreement and understanding of the Parties with respect to the subject matter hereof and it supersedes all discussions, documents, and correspondence entered into before the execution of this Agreement. This Agreement may only be amended or modified by written agreement between the Parties. The terms or conditions of this Agreement may be waived only in writing and signed by both parties. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by either party of any condition or term shall be deemed as a continuing waiver of such condition or term or of another condition or term.

3.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile or .pdf counterpart and a facsimile or .pdf signature page shall be deemed an original for purposes of this Agreement.

3.3 Assignment. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. Neither party may assign its rights and obligations in and under this Agreement without prior written consent of the other Party; provided, however, that Company may assign its rights and obligations in and under the Agreement to an affiliate, subsidiary, or successor by merger or acquisition, or successor to all or substantially all or a portion of the assets of such party at any time and without consent.

3.4 Confidentiality. (a) "Confidential Information" means any information that (i) is marked confidential, proprietary or secret, or bears another similar mark; or (ii) is unmarked and a reasonable business person would consider such information to be

confidential based on the nature of such information and the circumstances of disclosure; and (iii) in each instance under clauses (i) and (ii), relates to the disclosing party or its affiliates and is disclosed to or obtained by the receiving party in connection with this Agreement, whether before or after the effective date of this Agreement. Confidential Information of Buyer includes without limitation all business partner information, customer information, employee information, any other personal identifying information received by Company on behalf of Buyer, technology, configurations, system accounts, user IDs, passwords, security plans, measures and settings, networks, systems, and any other non-public information related to Buyer's business. (b) Confidential Information shall not include any information to the extent that the receiving party can reasonably demonstrate such information (a) is or becomes part of the public domain, other than as a result of the actions of the receiving party or its employees or contractors, (b) was already rightfully known to the receiving party as of the time it is disclosed to or obtained by the receiving party, (c) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party, or (d) is independently developed by the receiving party without reference to the other party's Confidential Information. (c) Except as necessary to perform its obligations or exercise its rights under this Agreement, the receiving party shall not (i) use the disclosing party's Confidential Information, or (ii) disclose the disclosing party's Confidential Information to any third party. Each party shall exercise the same degree of care with the other party's Confidential Information as it exercises with its own confidential and proprietary information, and in no event less than a reasonable degree of care. The receiving party shall disclose Confidential Information only to those employees, service providers and agents who have a "need to know" in connection with this Agreement. (d) Each party may disclose Confidential Information of the other party to comply with any applicable law or regulation, or in response to a lawfully issued subpoena or other court order, provided that the party being required to disclose Confidential Information shall (unless prohibited by applicable law), promptly upon receipt of such a request or court order, give written notice to the other party and provide reasonable assistance to the other party (at the other party's expense) in seeking an injunction, protective order, or other relief to prevent disclosure.

3.5 Buyer and Company are independent contractors, and except to the extent required by law, no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by this Agreement.

3.6 No Third-Party Beneficiaries. Unless otherwise expressly provided for herein, no provision of the Agreement is intended or will be construed to confer upon or give to any person or entity other than Company or Buyer, remedies or other benefits under or by reason thereof.

GOVERNING LAW, JURISDICTION AND VENUE

This Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, common law, or statute are governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New Jersey. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the State of New Jersey. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts sitting in the State of New Jersey, and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue. The substantially prevailing party in any legal action that arises out of or relates to this Agreement shall be entitled to an award of reasonable attorneys' fees and costs.

*This document is intended for the internal use of recipients only and may not be distributed externally or reproduced for external distribution in any form without express written permission of ENERGY5.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the date set forth below.

US ENERGY SOLUTIONS INC, dba ENERGY5

Rima Nemtu
Director of EVC

Ogdensburg International Airport



**OGDENSBURG BRIDGE & PORT AUTHORITY
OCTOBER 9, 2024 BOARD MEETING**

Agenda Item D. Ogdensburg International Airport
3. Approval of Sewer Service Agreement with the Village of Heuvelton.

REPORT:

In furtherance of the ongoing OGS Gateway Improvement Project and to meet the anticipated sewer demand needs at the expanded terminal; staff has negotiated a Sewer Service Agreement with the Village of Heuvelton to provide municipal sewer transmission services to the airport. The Agreement has a term of thirty (30) years and the Authority will be responsible for the costs of using the municipal sewer transmission service per the Village's established rates and charges. The Agreement terms and conditions are deemed by staff to be favorable to the Authority. The Agreement and pertinent sewer utility drawing are provided as Exhibit A of this Resolution.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Sewer Service Agreement with the Village of Heuvelton to provide municipal sewer transmission services to the airport.

INITIATOR/PREPARER: Anthony Adamczyk APPROVED BY: 

MOTION PASSED BY: _____ Unanimous: Yes No

SECONDED BY: _____ Abstained By: _____

EXHIBIT A
SEWER SERVICE AGREEMENT
& SEWER UTILITY DRAWINGS

SEWER SERVICE AGREEMENT

VILLAGE OF HEUVELTON AND OGDENSBURG BRIDGE AND PORT AUTHORITY

This sets forth the Sewer Service Agreement made effective _____ 2024 by and between the Village of Heuvelton ("Village"), a New York municipal corporation, with offices at 51 State Street, Heuvelton, NY 13654 and the Ogdensburg Bridge and Port Authority, a New York State public benefit corporation with offices at 1 Bridge Plaza, Ogdensburg, New York 13669, ("OBPA").

RECITALS

1. The Village owns and operates a sewer force main from the Village to the City of Ogdensburg (City) Water Pollution Control Facility (WPCF) located at the intersection of Denny and Railroad Streets, Ogdensburg, New York. The WPCF holds sufficient current capacity to accommodate the requirements of the Village of Heuvelton, NY as well as the requirements of the Ogdensburg International Airport.
2. The OBPA represents and warrants that its sewer system is duly established by law and that the OBPA has the power and authority to bind itself to the provisions hereof, and has taken or will take all action required in relation to the establishment of the sewer transmission system into the Village force main and all action required to authorize and perform its obligations under this Agreement including acquisition of lands, easements and rights of way, construction of facilities, compliance with the State Environmental Quality Review Act as Lead Agency and approvals, certifications and permits required by all necessary Federal, State and local agencies.
3. The Village is authorized to enter into this Agreement by Resolution dated _____, a certified copy of which is attached as Exhibit "A".

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I – FACILITIES

Section 101. Facilities. The Village will provide sewer transmission service as follows:

- a. The OBPA's total allocated flow will be set as the combined flow from all of the Ogdensburg International Airport facilities. The Village agrees to provide the OBPA with an average daily capacity of 2,800 gallons per day.
- b. The OBPA agrees to periodically review its current and projected sewer usage and request an update to this Sewer Service Agreement if projected demands exceed or are less than the allocation contained in this Agreement.
- c. The OBPA agrees to comply with the Village's and the City's approval process for any proposed additions to the existing sewer service.

Section 102. Point of Delivery. Sewage from OBPA shall be pumped into the Village's sewer force main by means of a saddle connection. The connection point is illustrated in Exhibit "B."

Section 103. Metering. OBPA will provide a meter, meeting Village and City requirements, at the point of connection that will be utilized to measure flow for billing and flow monitoring purposes.

ARTICLE II- OPERATION OF THE SYSTEM

Section 201. Operation. OBPA shall operate and maintain, or contract for the operation and maintenance, of all facilities required to transport sewerage from the airport wastewater collection system to the Point of Delivery. The Village will be responsible for operation and maintenance of all facilities required to transport sewerage from the Point of Delivery to the City connection to the Water Pollution Control Facility. The Village shall use reasonable diligence to provide regular and uninterrupted sewer transmission to their connection with the City.

Section 202. Meter Testing. The Village, at the expense of the OBPA, shall periodically inspect and test the meter at intervals of no longer than one year. In the event the meter fails to register or registers incorrectly, the quantity of service delivered during that period shall be estimated and an equitable adjustment based thereon shall be made in the invoice for that period. Meter registration deviation by less than 5% shall be deemed correct. The Village shall have unrestricted access to the meters at all times for testing and reading.

Section 203. Leak Detection. If sewer flow records indicate a likely leak in the system the OBPA agrees to conduct infiltration and inflow surveys to find the source of excess flow, and to correct any leaking lines that are located, at the OBPA's expense.

Section 204. Design Approval. The design and construction of new airport facilities, which will be connected to Village and City-owned systems, either directly or indirectly through existing connection points, are subject to review and approval by the Village and the City.

Section 205. Rules and Regulations. The OBPA shall comply with all rules and regulations promulgated by the Village, including rate schedules and hookup fees, and will comply with such regulations from the Village. With respect to the operation of its Sewer System, the Village will comply with applicable federal, state and local requirements, including amendments made thereto from time to time.

ARTICLE III - TERMS

Section 301. Term. The term of this Agreement shall be 30 years from the date hereof.

Section 302. Termination. The Village may terminate this Agreement upon 180 days prior written notice to the OBPA in the event that:

- a. The City lacks sufficient excess capacity in its facility over previously-contracted reserved capacities to continue service to the Village and therefore the OBPA. In exercising its right to terminate under this clause, the City shall first terminate districts served by its facilities that do not serve or have not designed and constructed their facilities to serve contiguous districts. Termination of districts in both categories shall be made in inverse order of the dates of such district agreements (i.e., most recent district will be terminated first). In the event of termination of a district or districts under this provision, the City shall use its best efforts for re-establishing such districts alternative sewer service, with priority, consistent with system design and available financing, being given to systems serving districts in the order of initial connection to the City system.

ARTICLE IV - DISTRICT CHARGES AND PAYMENT THEREOF

Section 401. Charges and Payment. The Village shall take meter readings on or around the last week of July, January, April, and October in each fiscal year to determine the volume of sewer delivered from the airport facility. The OBPA shall be billed in accordance with the Village's sewer use law for commercial properties and outside users. The fixed rate per Equivalent Dwelling Unit (EDU) and rate per 1,000 gallons is established annually by the Village for each fiscal year and is based upon the Village's debt service, operation/maintenance costs, replacement reserves and the City's charge for treatment. The OBPA shall pay the Village within forty-five (45) days after receipt of an invoice thereof.

Section 402. Guarantee of Payment. The OBPA agrees, represents and warrants that it shall properly and lawfully pay the sum of the quarterly service charges. Unpaid charges and taxes shall be collected in a timely manner in accordance with applicable laws and include establishment of a lien on the real property to be levied in the subsequent year. The OBPA shall unconditionally guarantee to the Village timely and full payment of all service charges under this agreement.

ARTICLE V - INSURANCE & INDEMNIFICATION

Section 501. Insurance. The OBPA shall secure and maintain insurance in amounts satisfactory to the Village against loss or damage to the Village and its facilities and against public or other liability. All insurance coverages shall be provided by insurers licensed to do business by the State of New York and shall name the Village as additionally insured. The Village shall secure and maintain insurance satisfactory to the OBPA and shall name the OBPA as additional insured on the liability policy.

Section 502. Indemnification.

- a. The Village hereby agrees to indemnify, defend, save and hold harmless the OBPA from and against, and to reimburse the OBPA for or in respect of any and all losses, damages, deficiencies, liabilities, claims, obligations, expenses, fines, penalties, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, fees and expenses including, without limitation, special, indirect, incidental, and all out-of-pocket expenses of any nature whatsoever, incurred or sustained by the OBPA arising out of, based upon, resulting from or by reason of any negligence or material breach by the Village of any of its warranties, representations, covenants or agreements contained.
- b. The OBPA hereby agrees to indemnify, defend, save and hold harmless the Village from and against, and to reimburse the Village for or in respect of any and all losses, damages, deficiencies, liabilities, claims, obligations, expenses, fines, penalties, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, fees and expenses including, without limitation, special, indirect, incidental, and all out-of-pocket expenses of any nature whatsoever, incurred or sustained by the Village arising out of, based upon, resulting from or by reason of any negligence or material breach by the OBPA of any of its warranties, representations, covenants or agreements contained.

Section 503. Limitations of Liability. The Village shall use reasonable diligence to provide the services herein required, but shall not be liable to the OBPA for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Village or the City. Additionally, the Village shall not be liable to the OBPA for incidental or consequential damages of any kind or nature. The OBPA will not be liable in the event of a breach of this contract caused by an event(s) of force majeure. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

ARTICLE VI - MISCELLANEOUS

Section 601. No Waiver. No failure or forbearance of enforcement by the Village or OBPA of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

Section 602. Severability. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and unenforceable to the fullest extent permitted by law.

Section 603. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties. This agreement supersedes any and all former sewer service agreements between the Village and the OBPA.

Section 604. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

Section 605. Execution in Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the Village and the OBPA and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

**OGDENSBURG BRIDGE AND
PORT AUTHORITY**

By: _____
Steve Lawrence

Title: Executive Director

VILLAGE OF HEUVELTON

By: 
Barbara Lashua

Title: Village Mayor

ACKNOWLEDGEMENTS

State of New York

SS:

County of St. Lawrence

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said state, came and appeared Steve Lawrence personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

State of New York

SS:

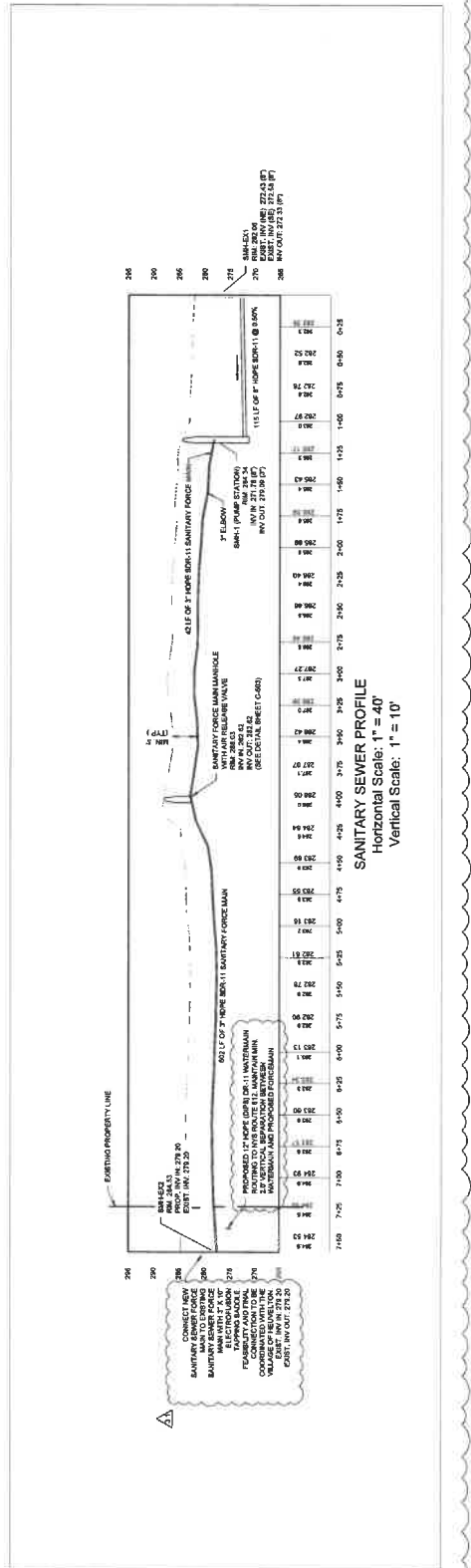
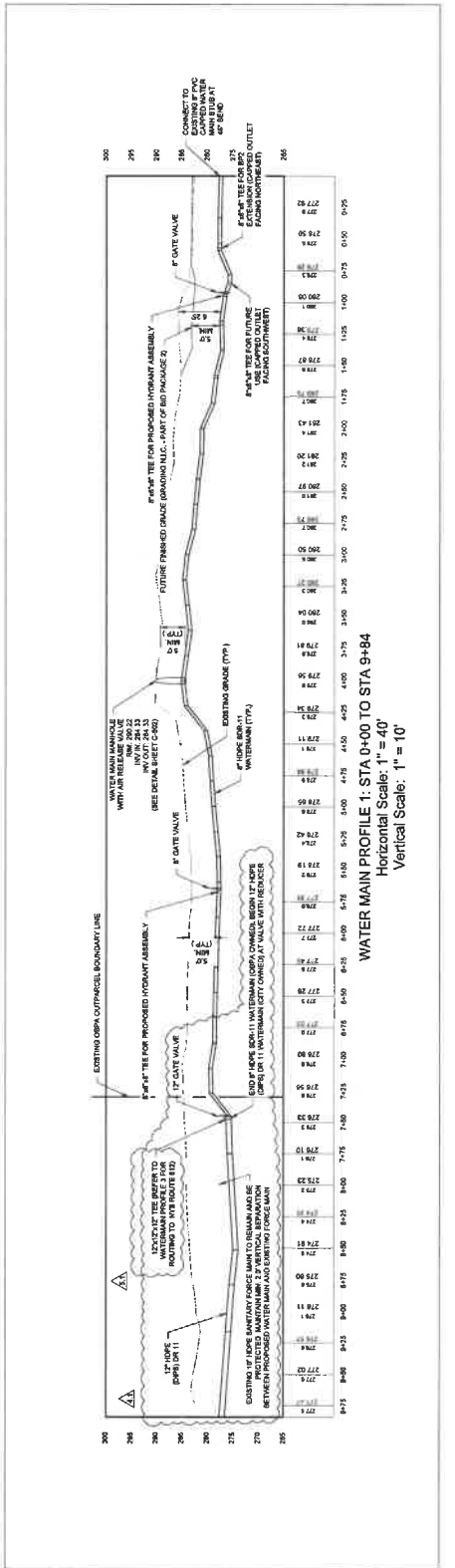
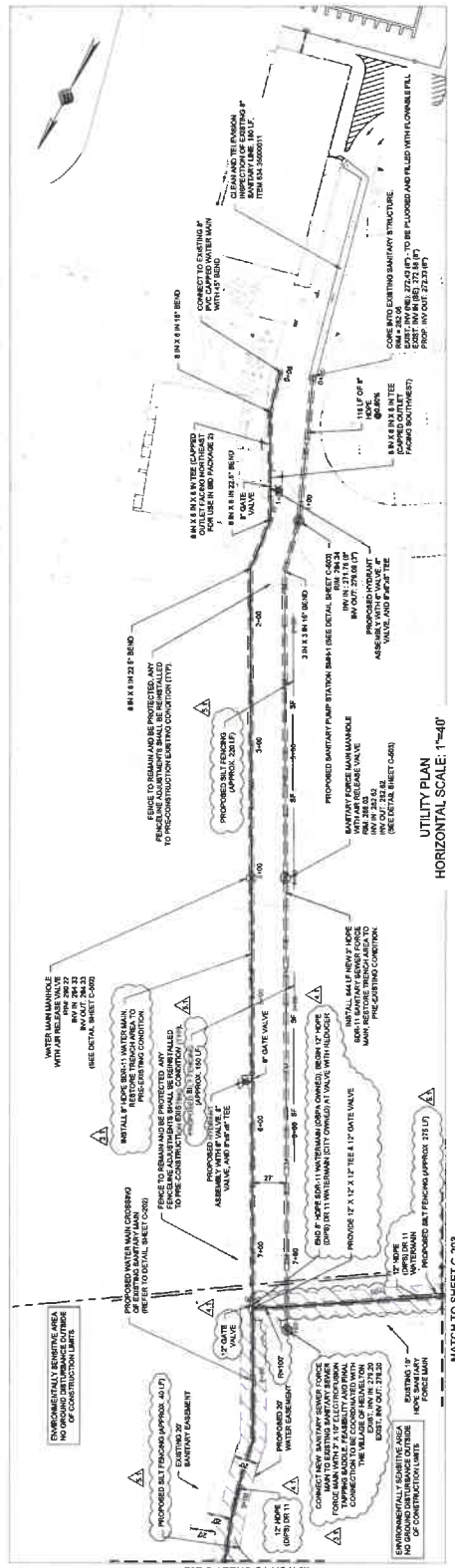
County of St. Lawrence

On this 11th day of September, 2024, before me, the undersigned, a Notary Public in and for said state, came and appeared Barbara Lashua personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.



Notary Public

MACY G. NORMAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NO6436617
Qualified in St. Lawrence County
My Commission Expires July 18, 2028



**OGDENSBURG BRIDGE & PORT AUTHORITY
OCTOBER 09, 2024 BOARD MEETING**

Agenda Item E. Port of Ogdensburg

1) Port Dock Expansion-Approval of Work Order No. 24-04 with FVD Engineering Services, S.C.

REPORT:

FVD Engineering Services, S.C. has provided the Authority with Work Order Agreement 24-04 to collect representative sediment samples from the proposed dredge area, including the riverbed and embankment area at the Ogdensburg Bridge & Port Authority (OBPA) Terminal as part of the Channel Deepening Project, Ogdensburg Harbor.

The proposed sediment sampling had been completed previously by the U.S. Army Corp of Engineers (USACE) (riverbed) and by FVD Engineering Services, S.C. (FVD). The New York State Department of Environmental Conservation (NYSDEC) reviewed the data and determined that the laboratory results are no longer valid due to their collection being greater than five years ago. Based on this determination, FVD has prepared this scope of services and associated cost estimate to complete the required sediment sampling to satisfy the sediment characterization requirements for the updated NYSDEC permitting documentation.

This work 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. Therefore, this work is to be funded by NYS Department of Transportation project funding.

The Work Order No. 24-04 FVD costs associated with providing these services are on a lump sum basis in order to provide the most flexibility to move this project forward, with a total amount not-to-exceed \$90,000.00.

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. 24-04 with FVD Engineering Services, S.C. to perform representative sediment sampling from the proposed dredge area, including the riverbed and embankment area as a requirement for a NYSDEC permit renewal at the Ogdensburg Bridge & Port Authority (OBPA) Terminal. as part of the Channel Deepening Project Ogdensburg Harbor for a cost not to exceed \$90,000.00, and be it

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 MADE BY _____

Unanimous

Yes

No

SECONDED BY _____

Abstained



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

August 30, 2024

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

Re: Proposal for Ogdensburg Environmental Sediment Sampling 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 sediment sampling services for the Terminal expansion and modified dredging disposal location as part of the Channel Deepening Project Ogdensburg Harbor, City of Ogdensburg, St. Lawrence County, New York State. 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. 24-04 to FVD. If you wish to authorize this work with a purchase order, please note that the terms and conditions in our Engineering and Technical Services Agreement, dated July 5, 2016, as amended, supersede 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. 24-04

**Ogdensburg Port Improvement Project
Sediment Sampling Services
August 30, 2024
Scope of Work**

I. Executive Summary

This project scope is to collect representative sediment samples from the proposed dredge area, including the riverbed and embankment area at the Ogdensburg Bridge & Port Authority (OBPA) Terminal. The proposed sediment sampling had been completed previously by the U.S. Army Corp of Engineers (USACE) (riverbed) and by FVD Engineering Services, S.C. (FVD) (embankment) which led to the identification of arsenic and lead impacted sediment located in a small horizontal footprint on the embankment area. FVD submitted appropriate permitting documentation on OBPA's behalf utilizing the historic sediment sampling results. The New York State Department of Environmental Conservation (NYSDEC) reviewed the data and determined that the laboratory results are no longer valid due to their collection being greater than five years ago.

Based on this determination, FVD has prepared this scope of services and associated cost estimate to complete the required sediment sampling to satisfy the sediment characterization requirements for the updated permitting documentation. The following will describe the tasks required to complete this scope of services.

2. Scope of Services

FVD will provide the services as defined below:

Task I – Sampling Analysis Plan Drafting and Submission

FVD will prepare a Sampling Analysis Plan (SAP) in accordance with regulatory requirements outlined in the *Technical & Operational Guidance Series (TOGS) 5.1.9 In-Water and Riparian Management of Sediment and Dredged Material* (November 2004). The SAP will include topics such as:

- ◆ Introduction
 - Project Location
 - Proposed Project Description
 - Purpose and Need
- ◆ Existing Conditions
- ◆ Sampling Requirements
 - Chemical Selection
 - Sampling and Analysis Requirements
 - Sampling Methods
- ◆ Quality Assurance Requirements

Deliverable:

- ◆ SAP for Review and Approval by NYSDEC

Task 2 – Health and Safety Plan and Utility Location

FVD will prepare a Health and Safety Plan (HASP) identifying potential project hazards related to the implementation of the proposed sediment sampling work. A written plan will be provided to the FVD field personnel, and all subcontractors engaged in the sediment sampling effort. Prior to implementing the subsurface sediment sampling program, a subsurface utility location effort will be performed to identify any potential subsurface utilities in the project area. If utilities are identified to exist in the proposed work area potential boring locations and test pit excavations will be adjusted appropriately.

Deliverables:

- ◆ HASP
- ◆ Utility Location Request

Task 3 – Sediment Sample Collection

A FVD scientist, with oversight from a FVD geologist, will mobilize and perform oversight and direction of the sediment sampling program for collection of select sediment samples. Activities including describe and log lithology of sediments collected, collect sediment samples for laboratory analysis, package sediment intervals, and transfer sediment samples to laboratory courier. FVD will oversee the subcontractors to confirm that work is completed in accordance with the SAP and make field decisions that facilitate meeting the SAP objectives. Under this task, FVD will also be responsible for planning, purchasing, and acquiring sampling equipment and field supplies not included by the identified subcontractors. FVD will serve as the main point of contact with OBPA and NYSDEC for this task.

Collection of sediment samples from the riverbed and from the embankment area are required to update the dredge and sediment disposal permitting package. Select sediment samples will be laboratory analyzed for required parameters outlined in the previously mentioned *TOGS* guidance. Based on conversations with NYSDEC and further documented in an email dated August 21, 2024, sediment sampling shall be completed in the unconsolidated materials which exist above the glacial till and bedrock at the site. FVD proposes to collect six (6) boring locations from the riverbed using a vibracore sampling rig. The vibracore sampling rig will be operated by a subcontractor licensed to perform work in the State of New York. The proposed locations shall be identified on a proposed sampling figure and submitted for review and approval by NYSDEC prior to collection. This figure will be submitted as part of the SAP identified in Task 1. All locations will be identified through the use of a global positioning system (GPS) survey equipment and recorded on a core collection log. Representative sediment samples will be collected by the FVD geologist and packaged for delivery to a qualified laboratory for required testing. The qualified laboratory will perform chemical analysis and report their findings to FVD for inclusion in an Analytical data report. Ultimately sediment sampling results will be used to update permitting applications as necessary.

Additionally, a minimum of six (6) test pit locations will be completed on the embankment area and representative sediment samples will be collected for chemical analysis. Through discussions with OBPA, it is understood that OBPA will provide the necessary equipment (long reach excavator) and an operator to complete the test pit excavation. FVD has assumed that

OBPA will provide the equipment and operator as in-kind service to the project, therefore, FVD has not included costs for these items.

FVD will provide a field geologist to document the excavation, describe the materials excavated and collect the representative sediment samples to be analyzed for chemical characterization. The proposed test pit locations will be identified on a proposed sampling figure and submitted as part of the SAP. Sampling locations will be reviewed and approved by NYSDEC prior to sampling commencement. All locations will be identified using GPS survey equipment and recorded on a test pit collection log. Representative sediment samples will be collected by the FVD geologist and packaged for delivery to a qualified laboratory for required testing. The qualified laboratory will perform chemical analysis and report their findings to FVD for inclusion in an analytical data report. Ultimately sediment sampling results will be used to update permitting applications as necessary.

Deliverables:

- ◆ Mobilize to Ogdensburg NY, implementation of field program, demobilize from Ogdensburg NY

Task 4 – Analytical Data Report

Under this task, FVD will collect acquired field data from the sediment sampling program and create soil/sediment boring logs using logging software such as gINT. Photos taken during the fieldwork will be logged and formally included in a FVD photo log for inclusion in a documentation report. Daily reports, field notes, and safety forms will be collected at the conclusion of the field effort and provided in the documentation report. Finally, analytical data will be tabularized, and results will be compared against NYSDEC standards identified in the TOGS guidance. This data documentation report will be utilized in updating permit applications previously provided to governmental agencies.

Deliverables:

- ◆ Documentation and Analytical Data Report

Task 5 – Permit Application Update

Under this task, FVD will coordinate with and submit updates to the permitting applications to NYSDEC as required. FVD will include representative sediment analytical data that characterizes the chemical composition of sediments to be removed as part of this project.

Deliverables:

- ◆ Permit Application Update

3. Client Responsibilities

OBPA 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
- ◆ Excavator and operator

4. Project Team

Troy Gawronski, of FVD, will be the Project Manager for this work. He will be supported with technical support from Amanda Minks, of FVD, for permitting updates, and a field geologist for field sample collection. FVD will partner with Atlantic Testing Laboratories to complete the vibracore services and Pace Analytical Services for sediment sample laboratory services.

5. Schedule

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

- ◆ SAP – September 2024
- ◆ Field Work – October 2024
- ◆ Laboratory – November 2024
- ◆ Documentation and Permitting – December 2024

6. Work Performed by Others

FVD will work with subcontracted firms to provide sediment sampling and laboratory services.

- ◆ Sediment sampling costs: \$10,000
- ◆ Laboratory costs: \$26,000

7. Exclusions

The following items are excluded from the scope of work:

- ◆ In-person agency meetings
- ◆ Excavator and operator services for test pits
- ◆ Bathymetric survey
- ◆ Engineering and design 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 SAP.
- ◆ 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 six (6) vibracores and six (6) test pits will be required for representative sediment sampling. If NYSDEC requires additional locations, additional costs to complete the work will be realized.

- ◆ It is assumed the field work will take approximately 1 week. If additional time is needed additional costs will be realized.
- ◆ 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

FVD proposes to complete the work described in our scope of services in this proposal on a time and materials basis. The estimated time and materials cost for Tasks 1 through 5 described herein, is \$90,000. As previously discussed in this proposal, Task 3 has \$36,000 associated in subcontractor costs.

Project Title: Sediment Sampling Services **FVD Project Number:** 16O022.10
CLIENT Project Number: _____
(If applicable)

This Work Order (in addition to and subject to the conditions contained in the Engineering and Technical Services Agreement dated **July 5, 2016**), as amended (hereinafter "Work Order"), is made and entered into this **30th** day of **August, 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 August 30, 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 August 30, 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 August 30, 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: Steve Lawrence
Name (printed): Steve Lawrence
Title: Executive Director
Date: 10/2/24

Signed: Scott R. Skuncik
Name (printed): Scott R. Skuncik
Title: Client Team Leader
Date: 8-30-2024

Signed: Susan Nilson
Name (printed): Susan Nilson, P.E.
Title: Director
Date: 8-30-2024

**OGDENSBURG BRIDGE & PORT AUTHORITY
OCTOBER 09, 2024 BOARD MEETING**

Agenda Item E. Port of Ogdensburg
2) Approval of Additional Paving at the Port of Ogdensburg

REPORT:


The Repair & Maintenance Budget for the 2024-2025 fiscal year contains two budget items for paving projects, including an estimated line item for paving the Port Road inside the fence, at a minimum, from the scale house to a line in line with the wastewater treatment plant tank – approximately 1,265 linear feet of roadway. This section of road is full of cracks and potholes which could potentially cause damage to trucks and other equipment.

The other budgeted paving project for the Authority is for the Border Station parking lot. Luck Bros., Inc. is currently working on the Border Station paving project. As the asphalt season is coming to close and not completing the two projects now would incur more mob and other expenses, the Authority requested that Luck Bros., Inc. submit a proposal for additional work to repave the Port Road. Its attached proposal for this project came in at \$80,000.

While this cost is over the estimated line item budget initially set aside for the Port Road paving project, it should be noted that the Border Station paving project will be completed under its anticipated line item budget. The budget savings from the Border Station paving project is sufficient to cover the proposed cost of the Port Road project and will be applied to the overage on that project. This re-assignment will *not* affect the overall amount that the Authority budgeted for paving for the fiscal year.

RESOLUTION:

RESOLVED, that the Director of Operations is hereby authorized and directed to execute a Purchase Order with Luck Bros, Inc. for additional paving at the Port of Ogdensburg for an amount not to exceed \$80,000.

INITIATOR / PREPARER Patricia Nisco APPROVED BY: 

MOTION MADE BY _____ Unanimous Yes No

SECONDED BY _____ Abstained _____



Luck Brothers, Inc.
 73 Trade Road
 Plattsburgh, NY
 12901
 518-561-4321
 518-561-8462 Fax
jamie@luckbros.com

Proposal

PROPOSAL SUBMITTED TO Ogdensburg Bridge & Port Authority	PHONE	DATE 1-Oct-24
STREET 1 Bridge Plaza	JOB NAME Additional Paving, Port Roadway	
CITY Ogdensburg, NY 13669	JOB LOCATION Port of Ogdensburg	
CONTACT James Chase	ARCHITECT	

We hereby submit a cost estimate for:

The proposed work approximately includes-
 Furnish & Install 1/2" +/- shim coat on tacked surface
 Furnish & Install 2" Top Course
Unit Cost- \$63.20 per LF of asphalt placed
Estimated Length is 1,265 LF

We propose hereby to furnish material, equipment and labor - complete as per the above description for the sum of:
Eighty Thousand Dollars _____ dollars . **\$80,000.00**

Payment to be made as follows: 30 days

All material and labor is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any changes involving will be executed only upon written orders, and will be an extra charge over and above this estimate. We carry general liability and workers' compensation insurance. Builders' risk is not included in this quote.

Authorized Signature Jame Hemingway

Note: This proposal may be withdrawn by us if not accepted within 45 days.

ACCEPTANCE OF PROPOSAL

The above prices and conditions are satisfactory and are hereby accepted. Luck Bros. is authorized to begin the work as specified. Payment as outlined above.

Signature _____

Signature _____

Date of acceptance: _____

**OGDENSBURG BRIDGE & PORT AUTHORITY
OCTOBER 9, 2024 BOARD MEETING**

Agenda Item E. Port of Ogdensburg

3. Approval of Handling and Storage Agreement with Compass Minerals America Inc.

REPORT:

Staff has negotiated a Handling and Storage Agreement with Compass Minerals America Inc. for bulk deicing salt and Thawrox cargos at the Port of Ogdensburg for a period of thirty (30) months, commencing October 1, 2024 and terminating April 30, 2027 at the rates provided below:

Service	Rate (USD)
Dockage, including Security during Discharge	\$0.19 per Gross Registered Tonnage
Wharfage & Receiving	\$5.29 per ST
Truck Loading & Scaling	\$2.19 per ST
Outdoor Storage	\$0.18 per ST per Month
Indoor Storage	\$7,084.00 per Month
Blending of Thawrox	\$3.33 per ST

Rates are subject to an annual adjustment each May 1 in the amount of the increase or decrease in the Consumer Price Index US City Average (1982-1984=100) over the preceding year, not to exceed three percent (3%). Above Rates are retroactive to the previous Handling and Storage Agreement expiration date of May 1, 2024.

RESOLUTION:


RESOLVED, that the Executive Director is hereby authorized and directed to execute a Handling and Storage Agreement with Compass Minerals America Inc. for bulk deicing salt and Thawrox cargos at the Port of Ogdensburg for a period of thirty (30) months, commencing October 1, 2024 and terminating April 30, 2027 at the rates provided below:

Service	Rate (USD)
Dockage, including Security during Discharge	\$0.19 per Gross Registered Tonnage
Wharfage & Receiving	\$5.29 per ST
Truck Loading & Scaling	\$2.19 per ST
Outdoor Storage	\$0.18 per ST per Month
Indoor Storage	\$7,084.00 per Month
Blending of Thawrox	\$3.33 per ST

AND BE IT FURTHER RESOLVED, Rates are subject to an annual adjustment each May 1 in the amount of the increase or decrease in the Consumer Price Index US City Average (1982-1984=100) over the preceding year, not to exceed three percent (3%),

AND BE IT FURTHER RESOVLED, Rates are retroactive to the previous Handling and Storage Agreement expiration date of May 1, 2024.

INITATOR/PREPARER: Anthony Adamczyk

APPROVED BY: 

MOTION PASSED BY: _____

Unanimous: Yes No

SECONDED BY: _____

Abstained By: _____