



ALBANY PORT DISTRICT COMMISSION MEETING

August 26, 2020
12:00 P.M.

Pursuant to the Governor's Executive Order No. 202.1, issued March 12, 2020, Article 7 of the Public Officers Law related to public body meetings is suspended and the August 26, 2020 APDC Board of Commissioners meeting will be held remotely. Commissioners and APDC staff are authorized to attend the meeting by conference call. Specified APDC staff will meet in person to facilitate the meeting. In accordance with the Executive Order the meeting will be available for public viewing via on-line live video transmission and recorded, as public in-person access to the meeting is not permitted.

AGENDA

- 1) **Approval of Minutes from the July 22, 2020 Commission meeting (Attached)**
- (Chairperson intro and discussion of minutes by Board)
- 2) **Financial Update (by CFO Stuto)**
- 3) **CEO Update (by CEO Hendrick)**
- 4) **Real Property/Development Update (by Dir. Daly)**
- 5) **Maritime Security Fence Installation (Resolution 20-2020) (by Dir. Daly)**
- 6) **Albany Port Employers Association Lease (Resolution 21-2020) (by Cnsl. Jordan))**
- 7) **Maritime Business Assessment (by Mgr. Vasil)**
- Tonnage/Longshore Labor Report (Attached)
- 8) **Other Business (by Chairperson)**
- 9) **Enter Executive Session¹**

10) Exit Executive Session

11) Next Meeting: September 23, 2020 (by Chairperson)

¹ Only if necessary (and if approved by a majority vote of the Commission), to discuss:

- a. matters which will imperil the public safety if disclosed;
- b. any matter which may disclose the identity of a law enforcement agent or informer;
- c. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
- d. discussions regarding proposed, pending or current litigation;
- e. collective negotiations pursuant to article fourteen of the civil service law;
- f. 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;
- g. the preparation, grading or administration of examinations; and
- h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.



ALBANY PORT DISTRICT COMMISSION MINUTES OF A REGULAR MEETING

JULY 22, 2020

Due to the pandemic the July 22, 2020 Board of Commissioners meeting was held remotely pursuant to the Governor's Executive Order No. 202.1, issued March 12, 2020, which suspended Article 7 of the Public Officers Law related to public body meetings. Prior to the meeting being called to order General Counsel Jordan noted that the meeting was being recorded and transmitted via on-line video. Chairperson Steffens called the meeting to order. In attendance were Commissioners Cinquanti and Coffey. Also present were CEO Hendrick, General Counsel Jordan, Economic Development and Procurement Director Daly, CFO Stuto, Maritime Business Development Manager Vasil, Director of Security Williams and Administrative Assistant DiLillo.

Chairperson Steffens introduced the minutes of the June 22, 2020 Commission meeting. No changes were made to the minutes. Chairperson Steffens called for a motion to approve the minutes of said meeting. A motion was made by Commissioner Coffey, seconded by Commissioner Cinquanti and passed unanimously.

FINANCE COMMITTEE MEETING UPDATE

Chairperson Steffens noted that a Finance Committee meeting had been held that same day. Commissioner Coffey informed the Board that at the committee meeting they reviewed the financial information and balance sheet for the year to date. He noted that all the numbers are looking positive and that the Port's finances have not been negatively impacted much by the pandemic at the present time. Commissioner Coffey noted that the forecast looks favorable for the balance of the year. The Finance Committee also reviewed a matrix for the budget goals for the mid-year status of items, variances and questions regarding thresholds. He mentioned it was a very good report by the CFO and team. Chairperson Steffens noted it was good news and thanked the Port Team.

CEO UPDATE

CEO Hendrick updated the Board on the following:

- Expansion project is moving along at a great pace and maintenance staff is working hard.
- Have been hosting social distance business meetings on the expansion site including one with representatives from ESD and interested companies.
- Working on information with our engineering firms to determine our needs for lbs./sq. ft. on both the bridge and the wharf.
- The new maritime warehouse is progressing. The building's footings are being poured, foundation walls are being formed and conduits (elect/water) are being installed.
- Security Director Williams will be taking firms out on a vessel to look at the Shed 4 area at low tide.
- Port staff will be working with the City of Albany Summer Youth Development Program during multiple Fridays this summer. They will tour the Port's facilities and learn the history of the Port. The students will tour and research the expansion site and learn about workforce development at the Port, and the offshore wind field in particular. This will be a great opportunity for the youth and for the Port of Albany.
- Port staff met with Dagan Trucking and a partner company regarding new work opportunities and for utilizing the Big Lift Warehouse.
- Moving forward with EPA and DEC regarding 700 Smith Blvd. Confident to have resolution in the immediate future.
- Office Manager Cheryl Stock and Director Daly submitted the 2019 annual report to the American Association of Port Authorities which won the APDC a "Distinction Award". CEO Hendrick complimented the staff for the work they did in developing the annual report.

REAL PROPERTY/DEVELOPMENT UPDATE

Director Daly stated her appreciation for the Port of Albany being recognized by the AAPA. She noted that the publication has been used as a marketing piece for business development and general outreach for the Port's expansion in every single interaction; receiving national recognition on that is a nice reinforcement. Director Daly noted that the team is working on updating the Port's website and creating virtual documents as well as virtual walk-throughs detailing the Port expansion. Commissioner Coffey inquired if the staff is trying to change any strategies where they are doing more outreach directly with clients like a work media to sustain more visibility. Director Daly affirmed that the team has been doing more outreach with social media, as well as targeted advertising in trade journals, and by sponsoring or coordinating with the Offshore Wind Organization as well as a multitude of virtual outreach and interaction. She noted that the Port will be coordinating with state and national offshore wind organizations to promote offshore wind enterprises and they will be filming the Port of Albany as part of representing the industry. This will show the upstate portion of the offshore wind supply chain and the potential for business opportunities at the Port.

Director Daly reported that engineering work on the Port expansion project has included operational utilization one-on-one calls with companies that have a higher level of interest in doing business with the APDC. These meetings will help guide the design of the new wharf for market needs. The Port's engineers are working towards a wharf design for the permit application process, which is expected to be submitted in August or September.

The team is working towards a highway grade bridge span design. Initial geotech work is almost completed as part of the process. The team held a meeting with engineers and state and federal agencies for pre-permitting needs and is now having more one-on-one conversations with different agencies providing information, obtaining input and sign off for the next level. Director Daly notified the Board that NYSERDA announced their second procurement regarding offshore wind and their green initiatives on July 21st.

SPECIAL COUNSEL/BOND AND PROJECT FINANCING COUNSEL SERVICES

Chairperson Steffens presented Resolution 18-2020 regarding Special Counsel/ Bond and Project Financing Counsel Services. Six responses were received from the RFQ. After reviewing the qualifications, interviewing the companies and requesting and reviewing shortlisted proposals and then analyzing the timelines and proposed costs, the review team recommended that the Board award the contract to Hodgson Russ, LLP. Some discussion followed. Chairperson Steffens called for a motion to approve Resolution 18-2020, awarding the contract to Hodgson Russ. A motion was made by Commissioner Cinquanti, seconded by Commissioner Coffey and passed unanimously.

PROJECT FINANCING SERVICES

Chairperson Steffens presented Resolution 19-2020 regarding Project Financing Services. Five companies responded to the RFQ. After reviews of the qualifications, team interviews and shortlist request for proposals followed by additional review of cost analysis and time frames, the review team recommended that the Board award the contract to Piper Sandler & Co. Some discussion followed. Chairperson Steffens called for a motion to approve Resolution 19-2020, awarding the contract to Piper Sandler. A motion was made by Commissioner Cinquanti, seconded by Commissioner Coffey and passed unanimously.

MARITIME BUSINESS ASSESSMENT

CEO Hendrick provided an overview of the Ships, Barges and Tonnage Report and Longshore Hours

- Longshore hours are at 17211, which are down 120 hours over the same time frame as last year.
- Ships and barges are up, however July has been a slow month.
- An unexpected barge unit came in on July 21st from Westway Feed Products.
- Project cargo has been down but anticipates the year to end successfully.

Manager Vasil updated the Board on the following:

- Imported wood pulp goal – 6 ships 60,000 tons. We are presently at 4 ships totaling 31,000 tons. This month we had a vessel come through with 10,000 tons.
- Calcium – Working with a company in Houston to retain the supply chain in Europe.
- Imported Lumber – 165 short tons. Anticipating that in September or October the Port will receive additional product.
- Container Board – Shipping of this new product has gone well.
- Steel Shipments – 3,000 tons is the goal. We are at 66% of our goal for the year.
- Energy production projects –A project for Ohio is scheduled for next year.
- Ro-ro – A move is scheduled to take place in September.
- Nationally the container business has dropped dramatically in recent months.

OTHER BUSINESS

No other business for discussion.

PUBLIC COMMENT

No public comments were made.

EXECUTIVE SESSION

Chairperson Steffens called for a motion to enter Executive Session for a discussion regarding the proposed, sale or lease of real property. A motion was made by Commissioner Coffey, seconded by Commissioner Cinquanti and passed unanimously.

No action was taken during Executive Session. The regular meeting resumed.

NEXT MEETING

Chairperson Steffens informed all those in attendance that the **next meeting of the APDC Board of Commissioners will be held on Wednesday, August 26, 2020 at 12:00 p.m.**

Chairperson Steffens called for a motion to adjourn the meeting. A motion was made by Commissioner Cinquanti, seconded by Commissioner Coffey and passed unanimously. The meeting was adjourned.

ALBANY PORT DISTRICT COMMISSION
2020 Forecast - Actual Results through July 31, 2020

	July 2020	Year to Date Jan-July 2020	Forecast Aug - Dec 2020	Forecast 2020	Budget 2020	Forecast to Budget Variance
Operating Revenue:						
Rental Income	293,853	2,026,256	1,469,264	3,495,520	3,467,431	28,089
Dockage Fees	15,164	172,007	110,000	282,007	255,909	26,098
Wharfage Fees:						
Calcium Chloride	-	-	-	-	-	-
Liquid Fertilizer	7,402	7,402	-	7,402	40,000	(32,598)
Grain	-	50,000	-	50,000	50,000	-
Heavy Lift/Project	10,131	37,111	30,000	67,111	98,957	(31,846)
Steel	-	18,748	50,000	68,748	101,524	(32,776)
Woodpulp	9,273	55,603	40,000	95,603	104,545	(8,942)
Total Wharfage Fees	26,806	168,863	120,000	288,863	395,026	(106,163)
Buckeye Revenue	-	50,000	100,000	150,000	150,000	-
Stevedore Fees and Services	16,667	123,842	143,333	267,175	245,000	22,175
Crane Equipment Rental	14,455	109,795	60,000	169,795	156,890	12,905
Security Fees	23,705	224,488	200,000	424,488	382,458	42,030
Other Services and Revenue	3,120	4,378	6,000	10,378	20,708	(10,330)
Total Operating Revenue	393,769	2,879,629	2,208,597	5,088,226	5,073,422	14,804
Operating Expenses:						
Payroll, Payroll Taxes and Fringe Benefits	193,712	1,429,859	930,493	2,360,352	2,569,350	(208,998)
Other Post Retirement Benefit Expense	-	-	100,000	100,000	100,000	-
Repairs, Maintenance and Utilities	5,968	103,182	125,000	228,182	265,500	(37,318)
Crane Parts and Repairs	175	4,106	50,000	54,106	55,000	(894)
Insurance	22,015	134,069	110,073	244,142	229,553	14,589
Professional and Consulting Fees	8,719	116,050	230,000	346,050	507,000	(160,950)
Service Contracts	15,269	119,417	101,662	221,079	240,000	(18,921)
Security and Safety Costs	4,632	17,308	95,390	112,698	137,300	(24,602)
Education and Training	-	2,550	3,000	5,550	10,000	(4,450)
Office Supplies and Expense	2,079	9,377	25,000	34,377	50,300	(15,923)
Advertising, Promotion and Association Dues	73	93,525	152,662	246,187	264,502	(18,315)
Contingency	-	-	-	-	180,000	(180,000)
Total Operating Expense	252,642	2,029,444	1,923,280	3,952,724	4,608,505	(655,781)
Operating Income (Expense) before other items	141,127	850,184	285,317	1,135,502	464,917	670,585
Depreciation and Other (Income) Expenses:						
Depreciation Expense	221,129	1,546,277	1,105,645	2,651,923	2,947,307	(295,384)
Interest Income	(74)	(7,105)	(1,000)	(8,105)	(14,400)	6,295
Interest Expense	15,073	109,545	75,367	184,911	200,738	(15,827)
Waterfront Development	220	229,562	29,200	258,762	269,750	(10,988)
Municipal Support	-	79,808	79,808	159,616	163,000	(3,384)
(Gain) Loss on Sale of Asset	-	-	-	-	-	-
Net Depreciation and Other (Income) Expense	236,348	1,958,087	1,289,020	3,247,107	3,566,395	(319,288)
Change in Net Position Before Capital Funding	(95,222)	(1,107,903)	(1,003,703)	(2,111,606)	(3,101,478)	989,872
Capital Grant Revenue	119,375	221,882	8,000,000	8,221,882	12,094,900	(3,873,018)
Change in Net Position	24,153	(886,021)	6,996,297	6,110,276	8,993,422	(2,883,146)

**RESOLUTION 20-2020
OF THE
ALBANY PORT DISTRICT COMMISSION**

WHEREAS, the Albany Port District Commission (the “APDC”) is a public corporation and a district corporation of the state of New York (the “State”) established pursuant to Chapter 192 of the Laws of 1925, as amended (the “Act”); and

WHEREAS, the APDC strives to responsibly and effectively manage the publicly-owned maritime Port of Albany-Rensselaer, contributing to the economy of the Capital Region and beyond while emphasizing transparency and public stewardship as prescribed in the APDC Mission Statement; and

WHEREAS, in furtherance of the APDC mission, section 5 subsection 6 of the APDC Enabling Legislation authorizes the APDC to “equip and maintain port facilities within...the district”; and

WHEREAS, the APDC is in the process of expanding the secured maritime terminal in order to enhance the Port’s ability to move and store cargo safely and efficiently; and

WHEREAS, the APDC issued an RFP dated July 7, 2020 soliciting bids for Maritime Security Fence and Gate Purchase and Installation (“Maritime Security Fence”); and to enlarge the maritime terminal area and received two responses; and

WHEREAS, three responses to the RFP were received by July 31, 2020 and reviewed by staff to ensure compliance with the bidding specifications; and

WHEREAS, APDC staff recommends awarding the bid to the lowest qualified bidder, Siena Fence Co., Inc. at a cost not to exceed \$32,320.

NOW, THEREFORE, BE IT RESOLVED, that the APDC authorizes the Chief Executive Officer to execute the necessary documents to award the contract to Siena Fence Co., Inc. for the installation of the Maritime Security Fence at a cost not to exceed \$32,320.

Signed: _____
(Assistant) Secretary

Date of Authorization: March 27, 2019
Prepared by:
Patrick K. Jordan, Esq.

**RESOLUTION 21-2020
OF THE
ALBANY PORT DISTRICT COMMISSION**

WHEREAS, the Albany Port District Commission (the “APDC”) is a public corporation and a district corporation of the state of New York (the “State”) established pursuant to Chapter 192 of the Laws of 1925, as amended (the “Act”); and

WHEREAS, the APDC strives to responsibly and effectively manage the publicly-owned maritime Port of Albany-Rensselaer, contributing to the economy of the Capital Region and beyond while emphasizing transparency and public stewardship as prescribed in the APDC Mission Statement; and

WHEREAS, in furtherance of the APDC mission, the Albany Port Employers Association, Inc. (“APEA”) has been a long-term tenant of the APDC and APEA’s most recent lease with the APDC has expired; and

WHEREAS, currently, the APEA’s tenancy is on a month-to-month basis; and

WHEREAS, the APEA is up-to-date with lease payments and in compliance with all terms under its most recent lease with the APDC; and

WHEREAS, the APEA and the APDC wish to execute the proposed lease attached to this Resolution as Exhibit A (the “Proposed Lease”).

NOW, THEREFORE, BE IT RESOLVED, that the APDC finds that the APEA lease advances the APDC mission and authorizes the Chief Executive Officer to execute the Proposed Lease and any related documents necessary to effectuate this Resolution.

Signed: _____
(Assistant) Secretary

Date of Authorization: August 26, 2020
Prepared by: Patrick K. Jordan, Esq.

AGREEMENT

This Agreement between the Albany Port District Commission (“Landlord”), 106 Smith Blvd., Port of Albany, Albany, New York 12202 and the Albany Port Employers Association, Inc. (“Tenant”), 106 Smith Blvd., Port of Albany, Albany, New York 12202;

WITNESSETH:

The Landlord hereby leases to the Tenant the following premises: one (1) office located in the Administration Building, specifically Room 7 of the first floor of the Albany Port District Commission, located at 106 Smith Blvd, Port of Albany, Albany, New York 12202;

For the term of one (1) year to commence on April 1, 2020 and to end March 31, 2021 to be used and occupied only for general office purposes and the furtherance of the normal business operations of the Tenant. Tenant shall have the right to renew for an additional one (1) year option upon the same terms and conditions except as to rent which shall be adjusted on April 1, 2021 based on the Consumer Price Index for all Urban Consumers – Northeast Region should the tenant exercise the renewal option.

1st Tenant shall pay the annual rent of \$5,753.65 to be paid in equal quarterly installments of \$1,438.41 to be paid in advance on the 1st day of January, April, July and September during the term of the aforesaid lease.

2nd Tenant shall take good care of the premises and shall, at the Tenant’s own cost and expense make all repairs to the office hereby leased with the exception of structural repairs and at the end or other expiration of the term, shall deliver up the demised premises in good condition, reasonable wear excepted.

3rd Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments applicable to said premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York State Board of Fire Underwriters, or any other similar body, at the Tenant’s own cost and expense.

4th Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or underlease the premises, or any part thereof, or make any alterations on the premises, without the Landlord’s consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original term.

5th Tenant must give Landlord prompt notice of fire, accident, damage or a dangerous or defective condition. If the premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the premises are unusable. If part of the premises cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the premises is usable. Landlord need only repair the damaged structural parts of the premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by the Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this lease within 30 days after substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the premises to Landlord on or before cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled, Landlord is not required to repair the premises or building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This section is intended to replace the terms of New York Real Property Law Section 227.

6th Tenant agrees that Landlord and Landlord's agents and other representatives shall have the right to enter into and upon the said premises, or any part thereof, at all reasonable hours for purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th Tenant also agrees to permit Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th That if the said premises, or any thereof shall be deserted or become vacant during said term, or if any default be made in the payment of said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the

Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease on behalf of the Tenant without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any other charges due and to grow due to Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

9th Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums thereof shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from and payable by Tenant when rendered and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th Tenant shall neither place, nor cause nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alternations or improvements in or upon the premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.

12th Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13th That if default be made in any of the covenants herein contained, then it shall be lawful for said Landlord to re-enter the said premises, and the same to have again, re-possess and

enjoy. Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

14th This instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of his lease to any such mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

15th The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant.

16th It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjusted a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intent so to do, and this lease and term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

17th Tenant shall pay to Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent and be added to the next month's rent thereafter to become due.

18th Tenant will not nor will the Tenant permit subtenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises, or to be kept therein, which will in any way increase the rate of fire insurance on said

demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

19th The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

20th If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

21st If after default in payment of rent or violation of any other provisions of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal or expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

22nd In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceeding or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties, hereto shall and hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

23rd Tenant waives all rights to redeem under any law of the State of New York.

24th This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed shall in no way

be affected, impaired or excused, because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

25th No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services", if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to an accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

26th Landlord shall not be liable for failure to give possession of the premises upon the commencement date by reason of the fact that the premises, are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

27th Landlord shall supply at no extra cost to Tenant: electricity and utilities.

28th In event that the Albany Port Employers Association, Inc. ceases operation as a result of a cessation of business at the Port of Albany, this lease may be terminated by the Tenant upon giving 90 days written notice to the Landlord.

29th Tenant shall be allowed usage of the conference room for Board meeting purposes once per quarter to be scheduled in a manner which does not conflict with other previously scheduled uses.

30th Indemnity Insurance

A) Tenant shall at all times relieve, indemnify, protect and hold harmless the Port and any and all of the members of the Board, officers, agents, representatives, and employees from any and all legal actions, claims, and liability, including attorney's fees and expenses incurred in defending against same, for death of or injury to persons, damage to property or civil fines and penalties that may in whole or in part, arise from or be caused, directly or indirectly, by:

- 1) Any act, omission or negligence of Tenant, its officers, agents, employees, subleases, licensees or invitees; provided, however, that in no event shall Tenant be responsible in whole or in part for any act, omission or negligence of the Port, its officers, agents or employees;
- 2) Any failure of Tenant, its officers, agents or employees to comply with any of the terms or conditions of this lease or any applicable Federal, State, Regional or Municipal law, ordinance, rule or regulations.

B) Tenant shall procure and maintain at its expense and keep in force at all times during the term of the lease the following insurance:

- 1) Comprehensive General Liability: One Million (\$1,000,000.00) Dollars Combined Single Limit, Bodily Injury, and Property Damage; \$2,000,000.00 aggregate.
- 2) Auto Owned, Non-Owned, and Hired: One Million (\$1,000,000.00) Dollars Combined Single Limit, Bodily Injury and Property Damage

C) Failure to keep and maintain required insurances will result in the immediate termination of this lease.

D) All insurance required by express provisions of this Lease shall be carried only with responsible insurance companies licensed to do business in New York. All such policies shall be nonassessable and shall contain language, to the extent obtainable that:

- 1) Any loss shall be payable notwithstanding any act or negligence of the Port that might otherwise result in a forfeiture of the insurance;
- 2) The insurer waives the right of subrogation against the Port and against the Port's agents and representatives;
- 3) The policies are primary and noncontributing with any insurance that may be carried by the Port; and
- 4) They cannot be cancelled or materially changed except after ten (10) days' notice by the insurer to the Port or the Port's designated representative. Tenant shall furnish the Port with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. Before commencement of the Lease, Tenant shall furnish the Port binders representing all insurance required by this Lease.

And this said Landlord conveys that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon parties hereto and upon their respective successors, heirs, executors and administrators.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

**LANDLORD:
ALBANY PORT DISTRICT COMMISSION**

By: _____

**Richard J. Hendrick, Sr.
Chief Executive Officer**

**TENANT:
ALBANY PORT EMPLOYERS ASSOCIATION, INC.**

By: _____

**John Andolina
Administrator**

STATE OF NEW YORK)

)ss.:

COUNTY OF ALBANY)

On the ____ day of _____ in the year 2020 before me, the undersigned, personally appeared Richard J. Hendrick, Sr., 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 he executed the same in his capacity, that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.

Notary Public

STATE OF NEW YORK)

)ss.:

COUNTY OF ALBANY)

On the ____ day of _____ in the year 2020 before me, the undersigned, personally appeared John Andolina, 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 he executed the same in his capacity, that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.

Notary Public

Ships & Barges Report

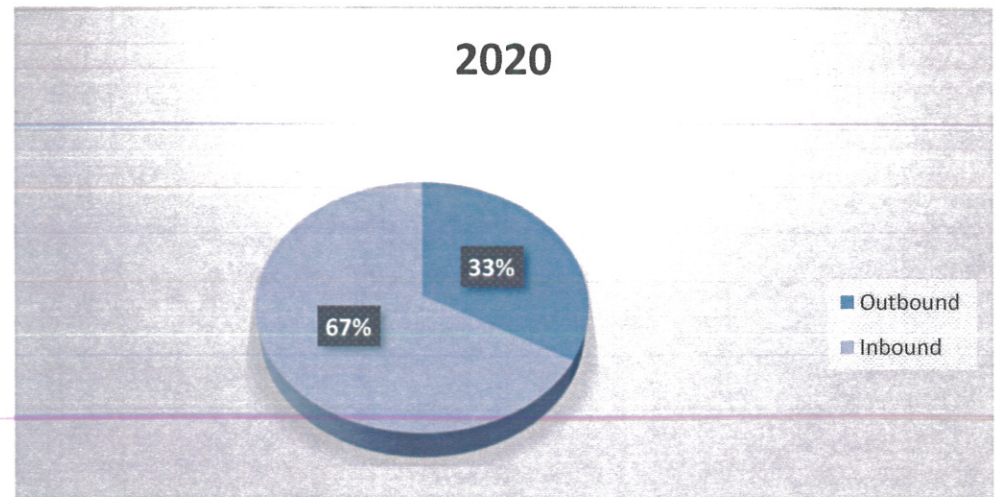
July-2020

Outbound	2019	2020	Change	Percentage
Heavy Lift/Project	1	1	0	0%
Barges-Heavy Lift/Project	0	0	0	-
Scrap Iron	1	0	-1	-100%
Steel	0	0	0	-
Totals	2	1	-1	-50%

Inbound	2019	2020	Change	Percentage
Heavy Lift/Project	0	0	0	-
Barges-Heavy Lift/Project	0	0	0	-
Calcium Chloride	0	0	0	-
Molasses/Fertilizer	0	1	1	100%
Steel	0	0	0	-
Urea	0	0	0	-
Wind Energy	0	0	0	-
Woodpulp	0	1	1	100%
Totals	0	2	2	100%

Year to Date

Total	2019	2020	Change	Percentage
Heavy Lift/Project	5	5	0	0%
Barges-Heavy Lift/Project	3	6	3	100%
Calcium Chloride	0	0	0	-
Molasses/Fertilizer	0	1	1	100%
Scrap Iron	3	3	0	0%
Steel	0	0	0	-
Urea	0	0	0	-
Wind Energy	0	0	0	-
Woodpulp	7	8	1	14%
Totals	18	23	5	28%



Ships & Barges

	2019	2020	Change	Percentage
Outbound	10	13	3	30%
Inbound	8	10	2	25%
Totals	18	23	5	28%

Lay Berth

	2019	2020	Change	Percentage
2019	0	9		
2020	0	4		
Change	0	-5		
%	0%	-56%		

July-2020

Tonnage Report - Monthly

Outbound	2019	2020	Change	Percentage
Heavy Lift/Project	628	418	-210	-33%
Barges-Heavy Lift/Project	0	0	0	-
Scrap Iron	28599	0	-28599	-100%
Steel	0	0	0	-
Totals	29227	418	-28809	-99%

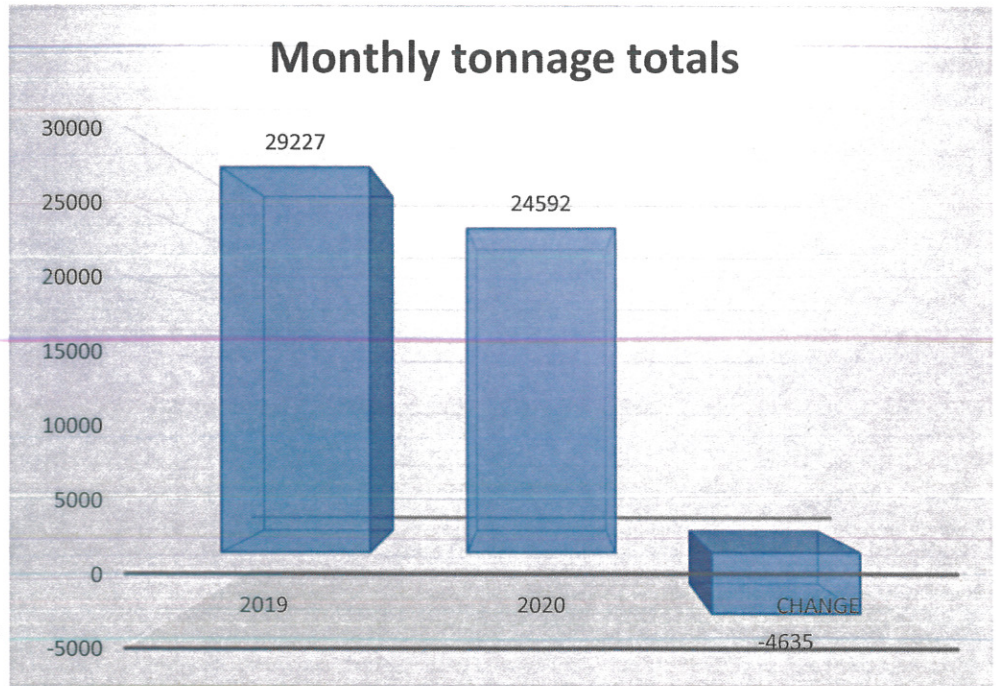
Inbound	2019	2020	Change	Percentage
Heavy Lift/Project	0	0	0	-
Barges-Heavy Lift/Project	0	0	0	-
Calcium Chloride	0	0	0	-
Molasses/Fertilizer	0	14809	14809	100%
Steel	0	0	0	-
Urea	0	0	0	-
Wind Energy	0	0	0	-
Woodpulp	0	9365	9365	100%
Totals	0	24174	24174	100%

July - 2019-2020 Totals

Total	2019	2020	Change	Percentage
Heavy Lift/Project	628	418	-210	-33%
Barges-Heavy Lift/Project	0	0	0	-
Calcium Chloride	0	0	0	-
Molasses/Fertilizer	0	14809	14809	100%
Scrap Iron	28599	0	-28599	-100%
Steel	0	0	0	-
Urea	0	0	0	-
Wind Energy	0	0	0	-
Woodpulp	0	9365	9365	100%
Totals	29227	24592	-4635	-16%

Tonnage Report Monthly

Total	2019	2020	Change	Percentage
Outbound	29227	418	-28809	-99%
Inbound	0	24174	24174	100%
Totals	29227	24592	-4635	-16%



July-2020

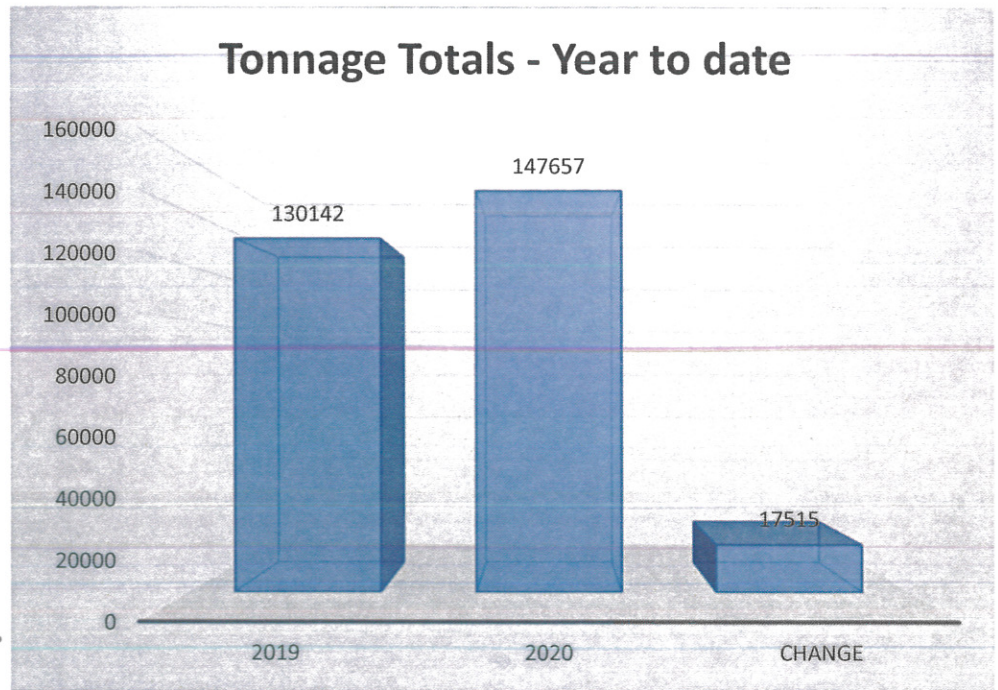
Tonnage Report - Year to Date

Outbound	2019	2020	Change	Percentage
Heavy Lift/Project	2942	1403	-1539	-52%
Barges-Heavy Lift/Project	576	1771	1195	207%
Scrap Iron	85640	71131	-14509	-17%
Steel	0	0	0	-
Totals	89158	74305	-14853	-17%

Inbound	2019	2020	Change	Percentage
Heavy Lift/Project	0	728	728	100%
Barges-Heavy Lift/Project	267	0	-267	-100%
Calcium Chloride	0	0	0	-
Molasses/Fertilizer	0	14809	14809	100%
Steel	0	0	0	-
Urea	0	0	0	-
Wind Energy	0	0	0	-
Woodpulp	40717	57815	17098	42%
Totals	40984	73352	32368	79%

Year to Date

Total	2019	2020	Change	Percentage
Heavy Lift/Project	2942	2131	-811	-28%
Barges-Heavy Lift/Project	843	1771	928	110%
Calcium Chloride	0	0	0	-
Molasses/Fertilizer	0	14809	14809	-
Scrap Iron	85640	71131	-14509	-17%
Steel	0	0	0	-
Urea	0	0	0	-
Wind Energy	0	0	0	-
Woodpulp	40717	57815	17098	42%
Totals	130142	147657	17515	13%



Tonnage Report Year to Date

Total	2019	2020	Change	Percentage
Outbound	89158	74305	-14853	-17%
Inbound	40984	73352	32368	79%
Totals	130142	147657	17515	13%

JULY 2020

LONGSHORE HOURS

2019-2020 Comparison

	2019	2020
January	1253.0	2709.5
February	3589.0	3317.5
March	2729.0	3214.0
April	2541.0	2531.0
May	3749.0	3280.0
June	3470.0	2159.0
July	2048.5	2504.5
August		
September		
October		
November		
December		
Total:	19379.5	19715.5

2016-2017-2018-2019-2020 Comparison

	2016	2017	2018	2019	2020
January	2130.5	5265.0	1431.0	1253.0	2709.5
February	4010.0	4591.0	2739.0	3589.0	3317.5
March	3663.0	6166.0	2237.5	2729.0	3214.0
April	2509.5	9438.0	3757.0	2541.0	2531.0
May	2470.0	6549.5	12123.5	3749.0	3280.0
June	2975.0	6939.0	7848.5	3470.0	2159.0
July	2929.0	5437.0	3960.5	2048.5	2504.5
August	3829.5	2992.0	6113.5	1205.0	
September	4309.0	3604.5	4905.0	2771.5	
October	5153.5	2738.0	5663.0	2163.0	
November	4146.0	6133.5	2926.5	1696.0	
December	6474.0	2133.5	4480.0	2850.5	
Total:	44599.0	61987.0	58185.0	30065.5	19715.5

