



## ADMINISTRATION COMMITTEE AGENDA

**April 30, 2024**

Time: 4:00 p.m. / Location: In-Person

Admin Members: B. Page – Chair, D. Lawless, J. Driscoll, J. McMahon, G. Popps

### PRESENT DISCUSSION ITEMS:

1. Wilmington Trust / M&T Authority Updates – **Resolution**
2. Madison County IMA - **Discussion**
3. 1<sup>st</sup> Quarter Investment Report – **Handout/Discussion**
4. Small Contracts – **Discussion**

**Meeting with Counsel to Follow – WTE Flue Updates**

**RESOLUTION AUTHORIZING AGREEMENT FOR  
INVESTMENT MANAGEMENT WITH  
WILMINGTON TRUST, A DIVISION OF M&T BANK**

**WHEREAS**, the Onondaga County Resource Recovery Agency strives to maximize its investment income with the Agency's Investment Guidelines and in accordance with those investment limitations set forth in Public Authorities Law, Section 2925 and Section 98a of the State Finance Law; and

**WHEREAS**, M&T Bank through Wilmington Trust has presented certain legally compliant investment opportunities that our Agency may take advantage of and, as a precursor, has requested that our Agency provide appropriate Board authorizations as set forth below and to designate Authorized Officers who can, in turn, designate Agency staff who may execute or effect transactions, give notices and instructions as Authorized Representatives of the Agency; and

**WHEREAS**, the Agency wishes to authorize Executive Director Kevin Spillane, and Deputy Executive Director Michael Mokrzycki as Authorized Officers, and to further authorize the Agency's Executive Director to sign any agreements relative thereto when appropriate and necessary, now, therefore be it

**RESOLVED**, that the Agency hereby authorizes and designates:

Executive Director, Kevin Spillane

Deputy Executive Director, Michael Mokrzycki

(each an "Authorized Officer" and collectively, the "Authorized Officers"), or any one of them, in the name and on behalf of the Agency, to complete, execute and deliver to the Global Capital Markets division of M&T Bank or any subsidiary or affiliate thereof, including, but not limited to, Wilmington Trust, National Association (collectively "M&T Bank") agreements in a form acceptable to such Authorized Officer for the provision of custody, escrow, trust, funds transfer, investment management and investment advisory services, including any amendments and agreements or other documents related thereto and to execute or effect transactions under and give notices, certification; and instructions with respect to such agreements, as such Authorized Officer deems necessary or appropriate from time to time; and it is further

**RESOLVED**, that the Agency hereby ratifies and confirms all actions taken by it prior to the date hereof in connection with such agreements executed and delivered to M&T Bank; and it is further

**RESOLVED**, that the Authorized Officers are, and each of them is, hereby authorized to designate from time to time the accounts subject to such agreements, and designate from time to

time the individuals who may execute or effect transactions under and give notices, certifications and instructions with respect to such agreements, such individuals designated as "Authorized Representatives;" and it is further

**RESOLVED**, that M&T Bank be and hereby is authorized to rely on the actual or purported signatures of any of the Agencies Authorized Officers and Authorized Representatives. Until M&T Bank has actually received and had a reasonable time to act on written notice from the Agency revoking such authority; M&T Bank shall be entitled to rely on the authority granted herein; and it is further

**RESOLVED**, that the Agency shall defend, indemnify and hold M&T Bank harmless from and against all liabilities, costs, and expenses (including, but not limited to, attorneys' fees and disbursements) incurred by M&T Bank in connection with the honoring of any signature, instruction or action of any Authorized Officer or Authorized Representative, or the refusal to honor any signature, instruction or action of any person who is not an Authorized Officer or Authorized Representative of the Agency; and it is further

**RESOLVED**, the Agency Executive Director and Deputy Executive Director are authorized to sign the Certificate of Authority and Certificate of Incumbency attached hereto as Exhibits A and B, and to appoint or remove Authorized Representatives; and it is further

**RESOLVED**, that these resolutions supersede all prior resolutions on the subject to which they pertain, and shall remain in full force and effect and binding upon the Agency until M&T Bank has actually received and had a reasonable time to act on any subsequent Certificate of Authority; provided, that these resolutions are limited in application to the services specified herein provided by the Global Capital Markets division of M&T Bank and do not supersede or affect in any way the continuing validity of other resolutions provided to M&T Bank in regard to accounts that are serviced or services that are provided by any other division or department of M&T Bank, including but not limited to accounts and services provided by Commercial Deposit Services and Treasury Management Services; and it is further

**RESOLVED**, that the Agency hereby ratifies and confirms all actions taken by it prior to the date of this Resolution in connection with such agreements executed and delivered to M&T Bank. This Resolution shall take effect immediately.

**Resolution Adopted Date:** \_\_\_\_\_

**Vote:** Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstentions \_\_\_\_\_

**Signed:** \_\_\_\_\_



EXHIBIT "A"

CERTIFICATE OF AUTHORITY
for
Onondaga Resource Recovery Agency

I, Kevin Spillane, the duly appointed Executive Director of Client (as defined below) authorized to certify the approved actions of Onondaga Resource Recovery Agency (the "Client"), a [ ] corporation [ ] general partnership [ ] limited partnership [ ] limited liability company [ ] sole proprietorship [X] Government organized or operating under the laws of New York, hereby certify that a meeting of Client's Board of Directors or other governing body (the "Board") duly called and held, or by unanimous written consent or other method provided by applicable law or governing document, the following resolutions were duly adopted and remain in full force and effect:

RESOLVED, that the Client hereby authorizes:

Title: Kevin Spillane, Executive Director

Title: Mike Mokrzycki, Deputy Director

Title:

Title:

Title:

(each an "Authorized Officer" and collectively, the "Authorized Officers"), or any one of them, in the name and on behalf of the Client, to complete, execute and deliver to the Global Capital Markets division of M&T Bank or any subsidiary or affiliate thereof, including, but not limited to, Wilmington Trust, National Association (collectively, "M&T Bank") agreements in a form acceptable to such Authorized Officer for the provision of custody, escrow, trust, funds transfer, investment management and investment advisory services, including any amendments and agreements or other documents related thereto and to execute or effect transactions under and give notices, certifications

and instructions with respect to such agreements, as such Authorized Officer deems necessary or appropriate from time to time; and it is further

RESOLVED, that Client hereby ratifies and confirms all actions taken by it prior to the date hereof in connection with such agreements executed and delivered to M&T Bank; and it is further

RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized to designate from time to time the accounts subject to such agreements, and designate from time to time the individuals who may execute or effect transactions under and give notices, certifications and instructions with respect to such agreements, such individuals designated as "Authorized Representatives;" and it is further

RESOLVED, that M&T Bank be and hereby is authorized to rely on the actual or purported signatures of any of Client's Authorized Officers and Authorized Representatives. Until M&T Bank has actually received and had a reasonable time to act on written notice from Client revoking such authority; M&T Bank shall be entitled to rely on the authority granted herein; and it is further

RESOLVED, that Client shall defend, indemnify and hold M&T Bank harmless from and against all liabilities, costs, and expenses (including, but not limited to, attorneys' fees and disbursements) incurred by M&T Bank in connection with the honoring of any signature, instruction or action of any Authorized Officer or Authorized Representative, or the refusal to honor any signature, instruction or action of any person who is not an Authorized Officer or Authorized Representative of Client; and it is further

RESOLVED, that these resolutions supercede all prior resolutions on the subject to which they pertain, and shall remain in full force and effect and binding upon Client until M&T Bank has actually received and had a reasonable time to act on any subsequent Certificate of Authority; provided, that these resolutions are limited in application to the services specified herein provided by the Global Capital Markets division of M&T Bank and do not supercede or affect in any way the continuing validity of other resolutions provided to M&T Bank in regard to accounts that are serviced or services that are provided by any other division or department of M&T Bank, including but not limited to accounts and services provided by Commercial Deposit Services and Treasury Management Services.

IN WITNESS WHEREOF, I have executed this Certificate of Authority this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature:

**Mike Mokrzycki**  
\_\_\_\_\_

Name:  
**Deputy Director**  
\_\_\_\_\_

Title:

\_\_\_\_\_  
Signature:

**Kevin Spillane**  
\_\_\_\_\_

Name:  
**Executive Director**  
\_\_\_\_\_

Title:

“Wilmington Trust” is a service mark encompassing the trust and investment business of M&T Bank and of some of M&T Bank’s subsidiaries and affiliates, serving individual and institutional clients. The subsidiaries and affiliates include Wilmington Trust Company (operating only in Delaware), Wilmington Trust, N.A., Wilmington Trust Investment Advisors, Inc., and Wilmington Trust Investment Management LLC, as well as several other investment advisor affiliates. For additional information regarding the Wilmington Trust brand, underlying entities, or products and services offered, please visit our web site at [www.wilmingtontrust.com](http://www.wilmingtontrust.com).





EXHIBIT "B"

CERTIFICATE OF INCUMBENCY

I hereby certify that I am the Executive Director of Onondaga Resource Rcovery Agency ("Client"), and that in that capacity, I am authorized to execute and deliver this Certificate of Incumbency in the name and on behalf of Client. I further certify that each of the following individuals is the duly elected, qualified and acting incumbent of the office set forth opposite his or her name (each an "Authorized Officer"), and the specimen signature below is the genuine signature of such Authorized Officer:

Table with 5 columns: Name, Phone, Title, E-mail Address, Signature. Rows include Kevin Spillane and Mike Mokrzycki.

I further certify that each of the following individuals has been duly designated by an Authorized Officer as an authorized representative (each an "Authorized Representative") of the Client, and the specimen signature below is the genuine signature of such Authorized Representative:

Table with 5 columns: Name, Phone, Title, E-mail Address, Signature. Empty rows for entries.

IN WITNESS WHEREOF, I have executed this Certificate of Incumbency this \_\_\_ day of \_\_\_, \_\_\_.

Signature:
Kevin Spillane
Name:
Executive Director
Title:

For Internal Use Only:

Authorized Representative Called: \_\_\_\_\_ Phone No. Called: \_\_\_\_\_

Time of Call: \_\_\_\_\_ am/pm Date of Call: \_\_\_\_\_

M&T/WT Representative: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

"Wilmington Trust" encompasses the trust and investment business of M&T Bank and of some of M&T Bank's subsidiaries and affiliates, serving individual and institutional clients. The subsidiaries and affiliates include Wilmington Trust Company (operating only in Delaware), Wilmington Trust, N.A., Wilmington Trust Investment Advisors, Inc., and Wilmington Trust Investment Management LLC, as well as several other investment advisor affiliates. For additional information regarding the Wilmington Trust brand, underlying entities, or products and services offered, please visit our web site at www.wilmingtontrust.com.

**AMENDMENT #2 TO  
INTERMUNICIPAL AGREEMENT FOR WASTE-TO-ENERGY FACILITY ASH  
RESIDUE, AND C & D, DISPOSAL**

**THIS AMENDMENT TO THE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
(the “Effective Date”) by and between

**THE COUNTY OF MADISON**, a municipal corporation of the State of New York, having its  
address at P.O. Box 27, Buyea Road, Wampsville, New York 13163,

the County,

- and -

**ONONDAGA COUNTY RESOURCE RECOVERY AGENCY**, a public benefit corporation  
of the State of New York, having its address at 100 Elwood Davis Road, North Syracuse, NY  
13212,

OCRRA.

**RECITALS**

- A. The County and OCRRA entered into an Intermunicipal Agreement (IMA) dated June 9, 2015 (“Agreement”) providing for reuse of ash generated by OCRRA as alternate daily cover in the Madison County landfill pursuant to a Beneficial Use Determination (“BUD”) issued by the New York State Department of Environmental Conservation (“Department”), and said parties Amended said Intermunicipal Agreement by subsequent Agreement dated November 16, 2017; and
- B. The Agreement provides that OCRRA may deliver, and the County may accept ash for beneficial reuse pursuant to a Department issued BUD. The Department has issued a revised BUD, attached hereto as Exhibit A to the Amended Agreement, providing for continued beneficial reuse of ash pursuant to the terms and conditions of the revised BUD.
- C. Through the Amended Agreement, the County and OCRRA declared it to be in their mutual interests to enter into said Amendment to the Agreement pursuant to Section 120-w of the New York State General Municipal Law to establish that the County will provide beneficial reuse of ash delivered to the Landfill by OCRRA in exchange for tipping fees as set forth in the Amended Agreement for conforming material, all as is more fully stated in said Amended Agreement.

To that end, the parties agree as follows:

**1. Term**

The term of this Agreement shall commence upon the execution of the Agreement and expire December 31, 2026. All terms and conditions of the Agreements dated June 9, 2015, and Amendment #1 to the Intermunicipal Agreement for Waste-to-Energy Facility Ash Residue Disposal dated November 16, 2024 shall remain unchanged and in full



force and effect.

**2. Disposal of C&D**

In addition to the disposal of ASH as it's fully addressed in the aforementioned Agreement and Amendment #1 to the Agreement, the County and OCRRA hereby agree for the transportation and disposal of C&D upon terms below:

a. Upon the sole discretion of the County, and upon volume limitations set in the sole discretion of the County, OCRRA may deposit at the County Landfill up to 5,000 tons of C&D, during any one fiscal year, and provided said tonnage does not result in the County exceeding its DEC permitted volumes.

b. The foregoing notwithstanding OCRRA shall have no delivery commitment of any quantity of C&D to the County Landfill.

3. The County and OCRRA agree that the tipping fees for C&D shall be as follows:
- \$40.00 per ton for Calendar Year 2024
  - \$42.00 per ton for Calendar Year 2025
  - \$44.00 per ton for Calendar Year 2026

The County will render its invoices to OCRRA monthly for charges incurred the previous month. Payment terms are net 30 days from date of invoice.

*Signature Page Follows*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the date and year hereinafter written.

**MADISON COUNTY**

STATE OF NEW YORK )  
COUNTY OF MADISON ) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known who, being by me duly sworn, did depose and say that he resides in Sullivan, New York; that he is the Chairman of the Board of Supervisors of Madison County, the municipal corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Supervisors of said corporation; and that he signed his name hereto by order of the Board of Supervisors of same.

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman  
Board of Supervisors

\_\_\_\_\_  
Notary Public

**ONONDAGA COUNTY RESOURCE RECOVERY AGENCY**

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came **Kevin Spillane**, to me known who, being by me duly sworn, did depose and say that heresides in \_\_\_\_\_, that he is the Executive Director of the Onondaga County Resource Recovery Agency, the public benefit corporation described in and which executed the above instrument; that he knows the seal of said public benefit corporation; that the seal affixed to said Instrument is such public benefit corporate seal; that it was so affixed by order of the Board of Directors of said public benefit corporation; and that he signed his name hereto by order of the Board of Directors of same.

By: \_\_\_\_\_  
Kevin Spillane, Executive Director  
Onondaga County Resource Recovery Agency

\_\_\_\_\_  
Notary Public

Purchase Orders Between \$5,000 and \$20,000				4/23/2024			
Purchase Order Types							
SD: Standard			EM: Emergency				
BL: Blanket			SDM: Standard with Multiple Purchases				
Vendor Selection							
OEM: Original Equipment Manufacturer			CC: County Contract R: Resolution				
B: Bids			SS: Sole Source DD: Deputy Director				
RFP: Request for Proposals			Q: Quotes				
RFQ: Request for Quotations			P: Preferred Source				
SC: State Contract			EXD: Executive Director				
MWBE: Minority/Women Business Ent.			BUS: Business Officer				
PO Date	PO #	Type	Manager	Vendor Name	Amount	Selection	Res. #
2/21/24	18517	SD	Transfer	<b>Kenworth Northeast Group Inc.</b> Service call for Truck 48 RCR	10,720	OEM	
2/29/24	18546	SD	Dan Haas	<b>Emerson Oil Co. Inc</b> Bulk 15W40 & Bulk Hydraulic Oil	9,054	CC	
3/11/24	18579	BL	Dan Haas	<b>Gleason Salt &amp; Supplies Inc</b> Sodium Chloride/Rock Salt RCR	6,762	CC	
3/18/24	18595	SD	Dan Haas	<b>Vermeer</b> Service Call Vermeer Grinder-Amboy	18,343	OEM	
3/21/24	18609	SD	Mike/Charlie	<b>Kaseya US LLC</b> 3 Year Security Bundle	19,055	OEM	
3/22/24	18616	BL	Dan Haas	<b>Industrial Staffing Services</b> GateKeeper/Seasonal Help/Jamesvile Compost	13,078	EXD	
3/27/24	18627	SD	Dan Haas	<b>Humdinger Equipment Ltd</b> Electric Tana RCR	9,156	OEM	
3/27/24	18628	SD	Dan Haas	<b>Kenworth Northeast Group Inc.</b> Truck 46 Service Call RCR	6,338	OEM	
4/3/24	18632	SD	Dan Haas	<b>Kenworth Northeast Group Inc.</b> Truck 51 Service Call RCR	10,835	OEM	
3/29/24	18634	SD	Dan Haas	<b>Goodyear Commercial Tire &amp; Service</b> Tires, Tubes and Services	6,372	SC	
3/29/24	18637	SD	Dan Haas	<b>Milton Cat</b> 938K Loader/Bucket	12,790	OEM	