

**ONONDAGA COUNTY RESOURCE RECOVERY AGENCY  
BOARD OF DIRECTORS  
100 Elwood Davis Rd., N. Syracuse NY 13212 - OFFICE CONFERENCE ROOM**

**ANNUAL BOARD MEETING AGENDA**

**March 12, 2025 – 4:00 p.m.**

**I. ATTENDANCE/INTRODUCTION OF BOARD MEMBERS**

**a. PUBLIC PARTICIPATION**

**II. APPROVAL/CORRECTION of February 12, 2025 Board Meeting Minutes**

**III. REPORT OF THE EXECUTIVE DIRECTOR**

**IV. REPORT OF THE TREASURER**

**Reports-Committees & Resolutions: Chair of Committee**

**A. Audit Committee - Presentation from Auditors J. Driscoll**

*February 26, 2025 – Report*

**a. Resolution Approving Audit of Onondaga County Resource Recovery Agency for Calendar Year 2024**

**B. Recycling and Operations Committee D. Daley**

*February 19, 2025 – Report*

**a. Resolution Authorizing the Purchase of Four Loader Tires**

**b. Resolution Authorizing Executive Director to Purchase Transfer Trailers from Syracuse Trailer Service**

**c. Resolution Authorizing Executive Director to Pay for Lease of Excavator for Compost**

**d. Resolution Authorizing the Purchase of Forklift**

**C. Administration Committee B. Page**

*February 25, 2025 – Report*

**a. Resolution Authorizing Executive Director to Purchase Insurance Policies for the Agency for the Period Beginning April 1, 2025**

**b. Resolution Approving Investment Guidelines and Investment Report of Onondaga County Resource Recovery Agency for Calendar Year 2024**

**c. Resolution Authorizing Change to the Agency's Civil Service Roster – Compliance Specialist**

**d. Resolution Authorizing Change to the Agency's Civil Service Roster – Personnel Specialist**

**D. Ley Creek Planning Ad hoc Committee**

**D. Daley**

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February 26, 2025 – *Report*

- a. **Resolution Modifying Resolution No 2398 of July 2023 for Consulting Engineering Services with Cornerstone Engineering and Geology**
- b. **Resolution Authorizing a Contract with Cornerstone Engineering and Geology for the Final Design of the Ley Creek Transfer Station**
- c. **Resolution Modifying Resolution No 2455 of September 2024 to Authorize an Additional Contingency to the Demolition Project at Ley Creek with Ritter and Partore**

**E. Executive Session - Property Discussion**

**Miscellaneous:**

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**I. UNFINISHED BUSINESS**

**II. NEW BUSINESS**

**III. ADJOURNMENT**

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**DRAFT**

**ONONDAGA COUNTY RESOURCE RECOVERY AGENCY**  
**February 12, 2025 BOARD MEETING MINUTES**

<b>Board Members Present</b>	<b>E. Bough Martin, D. Daley (via Zoom), C. Dunham, M. Jennings, V. Mangan, B. Page, G. Popps, B. Sekarore, B. Stacer, J. Wood J. Driscoll, L. Hradil</b>
<b>Board Members Absent:</b>	<b>N. Jankowski, A. Rodriguez, N. Zaccaria</b>
<b>Also Present:</b>	<b>M. Cirino, M. Mokrzycki, K. Lawton, K. Spillane, R. Czerwiak, J. Gascon, D. Haas, T. Palmer, B. Cole</b>
<b>Guests:</b>	<b>D. Lawless, W. Vanderwater – Town of VanBuren</b>

The February 12, 2025, Board meeting was called to order at 4:01 p.m.

Roll was taken. Quorum is present.

The Board is honoring D. Lawless for his years of service with OCRRA and Onondaga County with a resolution acknowledging him and his retirement from the OCRRA Board. D. Lawless has been a part of OCRRA since its inception.

**Resolution #2484 – Resolution in Recognition of Don Lawless for His Distinguished Public Service to Onondaga County and the Onondaga Count Resource Recovery Agency** was moved by P. Page and seconded by J. Driscoll.

The resolution was adopted 10 ayes, 0 nays, 0 abstain.

A member of the public is present. W. Vanderwater from the Town of Van Buren.

B. Page motioned and J. Driscoll seconded to move the resolution.

B. Page motioned and V. Magnan seconded to move the January 15, 2025, Board meeting minutes.

Roll was called and the minutes were accepted as submitted.

K. Spillane presented the Executive Director report.

- Engineering
  - C. Alunio has been reviewing the proposed turbine maintenance deferral agreement OCRRA received from Reworld.
  - A kickoff meeting for the demolition of Ley Creek has already been conducted.
  - C. Alunio and the consultant engineer, Barton & Loguidice have completed a pre-application meeting with NYSDEC for the renewal of the solid waste permit for the Site 31 landfill location.
- Transfer and Compost
  - D. Haas has been working with his staff through the first planned maintenance outage of 2025.
  - Equipment service and maintenance are being conducted.
  - D. Haas is working to complete the Transfer Stations' Annual Report for the NYSDEC.

## DRAFT

- Recycling
  - L. Piering is working with multiple departments at OCRRA to amass details for our NYSDEC grant submittal for the Household Hazardous Waste program costs for 2025.
  - Earth Day is approaching and OCRRA has begun the outreach process.
  - P. Bell has reached out to over 100 hundred businesses over the past few months seeking their recycling data for the annual report.
- Public Information
  - T. Palmer has worked to keep our website up to date with changing prices, new Board members and our many seasonal changes and upcoming programs.
  - The Spring newsletter is in the works and should be distributed Mid-March.
  - T. Palmer is working on upcoming outreach with the ad agency to cover ways people can access our information library.
- Engagement, Outreach and New Opportunities
  - K. Spillane has been working to develop a new waste management organization in NYS for municipalities that utilize a Waste to Energy facility for their primary means of disposal. It is called the NYS Waste to Energy Coalition. There are more than ten municipalities and several corporate and associate members. The goal is to get the state to rethink waste disposal
  - With the exception of Florida – NYS has the highest number of Waste to Energy facilities.

There was a brief discussion on the newly formed Waste to Energy Coalition.

The **TREASURER REPORT** was presented by M. Mokrzycki.

- This report reflects data from November 2024.
- Seasonal tonnages have begun their decline.
- Tipping fees were slightly under budget.
- The electricity rate was 2.4c/kWh
- At the March meeting, OCRRA's external auditors will be presenting the full year financial statements.
- The Agency began the year with \$21.9M in cash reserves.
- At the end of November, the Agency had \$15.6M of operating cash and \$5.1M of Board Designated Cash for a total of \$20.7M.
- The Agency has paid the MRF \$590,320 in recycling fees.
- The Agency has billed haulers approximately \$1,107,000 in recycling tipping fees.

There was no further discussion.

B. Page motioned and G. Popps seconded to approve the Treasurer Report.

Roll was taken and the report was accepted.

D. Daley is attending virtually. He will give the report from the last committee meeting but will not be allowed to introduce any resolutions or vote.



## DRAFT

The **RECYCLING AND OPERATIONS COMMITTEE** report was presented by D. Daley.

- The committee discussed the completed audit of the MRF.
- The committee moved a resolution for emergency hauling services.
- The committee moved a resolution to purchase tire disposal services.
- The committee moved a resolution for an extension for disposal of ash and bypass with Waste Management.

**Resolution #2485 – Resolution Authorizing Executive Director to Contract for Private Hauling Services** was moved by C. Dunham and seconded by G. Popps.

There was only one bid received.

The resolution was adopted 9 ayes, 0 nays, 0 abstain.

**Resolution #2486 – Resolution Authorizing Executive Director to Purchase Tire Disposal Services** was moved by C. Dunham and seconded by G. Popps.

There was a brief discussion of how this cost compared to last year's cost.

The resolution was adopted 9 ayes, 0 nays, 0 abstain.

**Resolution #2487 – Resolution Authorizing Executive Director to Enter into Contract Extension for Disposal of Ash and Bypass Waste with Waste Management** was moved by C. Dunham and seconded by B. Stacer.

A brief discussion followed.

The resolution was adopted 9 ayes, 0 nays, 0 abstain.

The **ADMINISTRATION COMMITTEE** report was presented by B. Page

- The committee discussed a disposal contract with West Rock.
- The committee discussed the 3<sup>rd</sup> Quarterly Investment Report.
- The committee met with T. Burtis, B. Petrovich and M. Primo to discuss the site 31 property.

Staff Updates :

K. Lawton

- The Home and Garden show is in March. The Agency to working to organize that.

T. Palmer

- Earth Day Clean up is live on our website. People can register there.

M. Mokrzycki

- Introduced E. Borys who was an intern last summer and has now returned to work full time with OCRRA.

## DRAFT

M. Cirino

- Introduced herself to the new members.
- Working on the current internal audit.
- Reminded the Board that the next Audit committee meeting is 2/26/25 and 3:45 and all are welcome to attend.

E. Bough Martin moved, and B. Page seconded to adjourn the meeting.

A unanimous 'aye' voice vote was recorded.

The Board adjourned at 4:50 p.m.

Board Minutes were taken by R. Czerwiak

# Executive Director's Report

March 2025

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This is the Board's annual meeting, which we have every March, and the Board will get a chance to hear about our past year's financial performance with an overview of our financial statements for FY2024 provided by the independent auditor Grossman St. Amour. The Agency is in a very good financial position, and we are well positioned and prepared to move forward with the many projects that we have planned for this year.

In addition, at this meeting we are asking the Board to add a new position to our civil service roster, Compliance Specialist, which I believe reflects the changes in the responsibilities and purview of the Agency's confidential compliance position over time since its inception fifteen years ago. This change/addition also allows the Agency to build a more robust compliance effort while placing this new position under the direction of the Executive Director and making it more in line with the recommendations from the New York State Comptroller's office.

I also want to update the Board that we have been notified by the Department of Energy to stop any activity on the \$730,000 grant we were awarded last year for battery recycling. For those that are new to the Board, this grant would have allowed us to expand our program and to assist local fire departments with fire damaged rechargeable batteries and it also provided some money for physical infrastructure at Ley Creek. I have asked Kristen and her team to begin the process of adding additional kiosks that we had planned to expand the battery recycling program, and we are exploring our next steps in providing what I view as critical assistance for handling these spent rechargeable and damaged batteries that will be a disposal challenge in the very near future.

## **Engineering**

The Director of Engineering has been working with Reworld to address several outstanding operational issues, namely, to nail down an agreement on the turbine deferral and to get Reworld to address our concerns with back-end pressure issues. These persistent pressure issues may lead to the very real possibility that they will affect throughput, as it did last summer.

Besides our efforts to leverage Reworld to address these concerns through our contract, the other tangible effort the Agency can do to address the problem with the lack of capacity, is move forward with Ley Creek. NYSDEC has not yet issued a permit for the project, but in order for us to move forward with construction next year, we do need to move to final design. Cristina has been working with our consultant engineers to find ways to expedite the schedule of the project. If we move forward with final design now, is there a possibility that the NYSDEC will come back from their review and make changes in our final design that may cost us some money to rectify? The answer is yes,

it is a possibility, but inaction, not being ready to pull the trigger and move forward with the project once the permit is issued, whether we have to make some modifications or not, would be the real risk. We have the issue of our throughput continuing to happen at the Waste to Energy facility, which should also give us pause if something truly catastrophic happened at the plant there is no other disposal capacity in the County. In addition, we need to consider the possibility of the impending Micron project and the projected increases in population and waste. If we continue to delay final design, we are pushing the project into 2027 or 2028 and that may be too far out in the future to address these impending concerns.

There are some significant resolutions before the Board tonight for this important project, but the costs for these resolutions and subsequent contracts were anticipated and contained in the budget for this year and these contracts are moving us toward the goals set out in our strategic plan.

### **Transfer and Compost**

Director of Transfer Operations has been coordinating with the Executive Director to provide guidance and orientation of the new Compost Manager, Brian Cole. Brian's been doing a great job in his first month and was instrumental in the completion of the 2024 Annual Report to the NYSDEC. It also gave both Dan Haas and Brian some ideas on how to make improvements in how we account for all the incoming and outgoing materials on site, especially after the inundation of materials last season.

Dan has also been busy finishing up the acquisition of all the equipment specified in in the Capital Plan for 2025, and there are several pieces of equipment on this month's agenda for your consideration. Dan has also added a piece of equipment that was not anticipated for 2025, a forklift for compost, but the old forklift we had at compost broke down and was unrepairable due to its age. The forklift for consideration is also potentially 50% reimbursable from the NYSDEC.

### **Recycling**

The Recycling team, led by Lisa Piering, submitted our latest Household Hazardous Waste grant for reimbursement of our expenses in this program from 2024. Lisa worked diligently to gather materials from various OCRRA departments (recycling, business, personnel, public information) to complete the submittal of OCRRA's Household Hazardous Waste grant ahead of schedule. This grant supports up to 50% of our expenditures on household hazardous waste management and outreach that encourages residents to take advantage of the free program we offer, year-round at Miller Environmental Group.

The Recycling Director visited Albany in February and joined other NYSAR<sup>3</sup> members in meeting with NYS Senators and Assemblymembers to share our 2025 legislative priorities including EPR for Packaging and Paper, Bottle Bill Expansion, and Expansion of Funding for Organics Management Infrastructure.

The entire recycling team, the public information officer, and administrative staff are working together to prepare for the show happening Friday, March 14, 2025 through Sunday, March 16, 2025. **SHOW HOURS:** Friday 10 AM -8 PM, Saturday 10 AM – 8 PM, Sunday 10 AM – 5 PM. The booth will display OCRRA's compost and offer guidance on curbside recycling rules as well as how to recycle other items that don't belong in the recycling bin such as electronics, batteries, film plastics, fluorescent bulbs and more! Stop out to visit us. Tickets are available online at <https://www.hbrcnyc.com/> and at the door. I hope all of you will be able to come out and visit our booth!

## **Public Information**

The Public Information Officer spent a significant part of the month organizing and updating OCRRA's vast library of brochures, flyers, and other tabling/event information, as well as creating new materials. That includes a new trifold for battery management, Rock Cut Road Transfer Station and a flyer for sharps disposal among others.

The PIO also launched the Earth Day registration sign-up, began promotions with a news release, social media posts, the first email blast mention and website updates. The event is April 25-26 and will involve a couple of months of promotional efforts, minimum. The deadline to register is April 15.

Finally, in February, the spring newsletter layout was completed, finalized, printed, and prepped for distribution in early March. The timeline also allows OCRRA to distribute copies during the Home & Garden Show, where visitors from Onondaga County will be invited to join our email list to continue getting the digital version of the newsletter.

## **Engagement, Outreach and New Opportunities**

I attended a meeting with the federal EPA staff that have once again opened a comment period for a potential new ruling on the MACT floor issue. For those new Board members, our emissions at the waste to energy facility are regulated by standards issued several years ago. These base standards are referred to as the MACT floor. The United States Clean Air Act legally mandated that the EPA regulate the emission of hazardous air pollutants by industrial sources. To accomplish this mandate, the EPA developed MACT - Maximum Achievable Control Technology - standards. MACT standards use the emissions of the best-performing (thus, "Maximum Achievable") industry sources to set the "MACT floor", the new minimum standard that an industry must *at least meet* in order to comply.

In 2023 the EPA in response to a lawsuit began a process to review the MACT floor standards. They have not been updated for decades even though that is required in the law. However, the standards that they were suggesting for the large waste combustors, like our facility here in Onondaga County, could not be met even by the newest of facilities that have been built within the last few years, such as the facility in Palm Beach, Florida. I serve as Board member on a national trade organization called the

Waste to Energy Association, and through this organization a lawsuit was filed. Our efforts were not to stop any changes in the emissions, our efforts were based on ensuring that the EPA had a basis for these changes and that they were using current or up to date data from the facilities across the Country. In the clean air act, these MACT floor changes should have been required after a residual risk analysis was completed, essentially a study to determine if the current emissions from these facilities was causing a worsening in public health. The EPA seemed to be more interested in meeting the deadlines in the decree to settle the lawsuit that sparked the new standard debate rather than ensuring that the standards were achievable or even warranted. Our organization, the WTA, completed a residual risk analysis for all the facilities in the United States using the EPA's regular engineering consultants and we did not find that any of these facilities analyzed caused any changes in public health or posed any additional risk.

The EPA dropped the last effort to change the MACT floors after the election, pushing off the new ruling until this year in December and has since reopened the comment period on the new ruling. In our meeting with the EPA last month, they struck a more conciliatory tone than in previous meetings and were open to having additional data to support our position on reasonable changes to the standards. We are in the process of uploading 32,000 records of data to the EPA to assist them in this effort. The main concern for Onondaga County is the potential impact of the changes in emissions and the cost to achieve them, if they can be met, and then the additional impact of the New York State Cap and Invest strategy. I will continue to monitor the progress of this new rule making and update the Board if it has any impact on our operations and facilities.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Kevin". The signature is written in a cursive, flowing style with a large initial 'K'.

## Treasurer Report

March 12, 2025

### **2024 Year End:**

The Agency's external auditors will be presenting the 2024 financial statements. To allow sufficient time, our Treasurer Report on January is slightly abridged.

### **January 2025 Results:**

The electricity rate was 7.4c/kWh in January. This very large price spike led to electricity revenue of \$1.1M for the month.

Expenses were generally in line, and in particular the Board will notice that recycling costs are more aligned with budgeted amounts than they were in the prior year.

### **Cash Flow:**

The Agency began the year with **\$21.8M** in cash reserves. At the end of January, the Agency had **\$16.6M** of operating Cash, and **\$5.2M** of Board Designated Cash, for a total of **\$21.8M**.

### **Recycling Revenues and Expenses:**

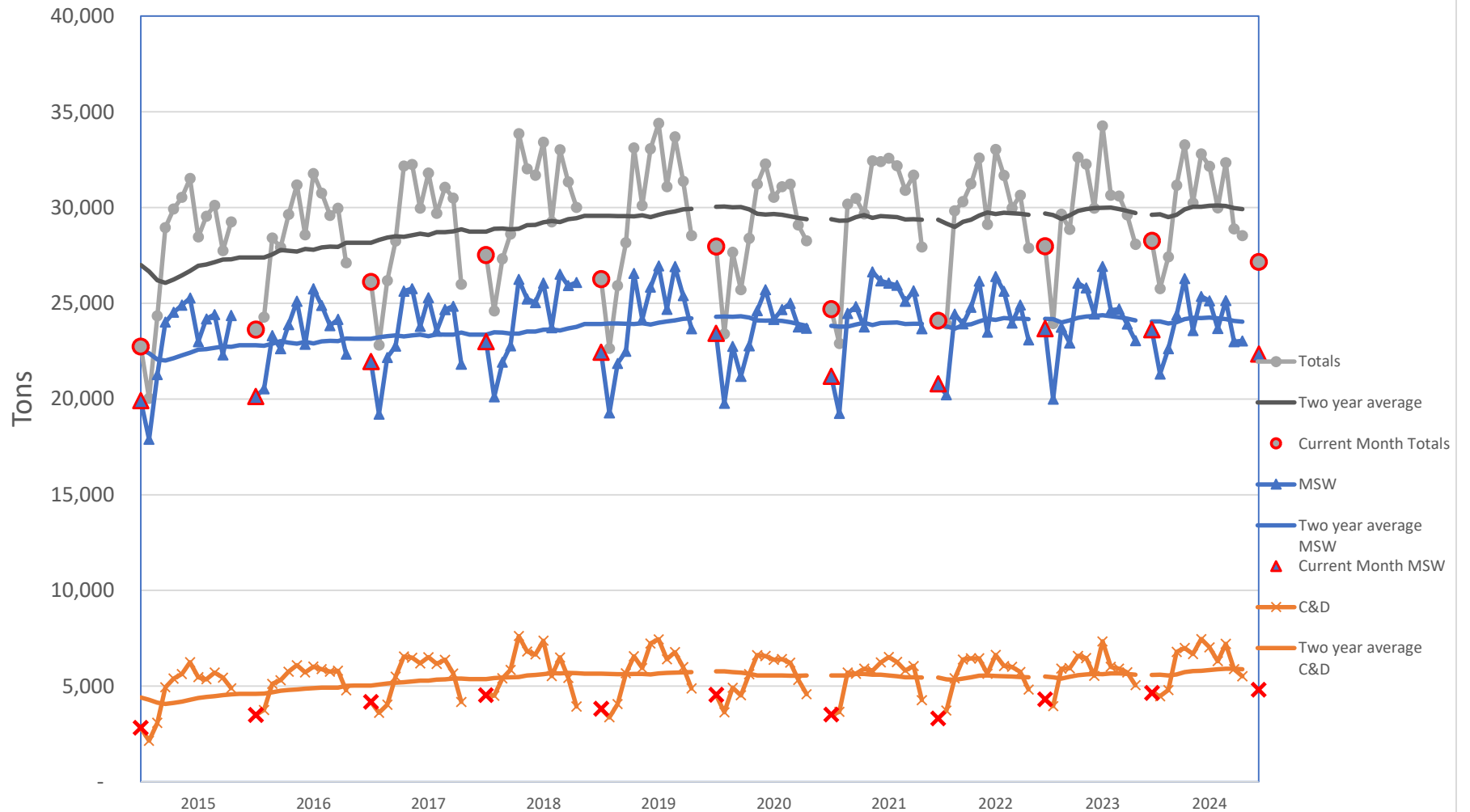
The Agency's payments for and revenue from residential recycling are summarized below. The income statement includes these amounts in "Other" (revenue) and "Recycling" (expense).

Month	Paid to MRF	Received From MRF	Cumulative
January	\$ 68,329	-	\$ 68,329
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
<b>Totals</b>	<b>\$68,329</b>	<b>-</b>	<b>\$ 68,329</b>

The Agency has billed haulers approximately \$28,000 in recycling tipping fees.

# Tonnage Data

10 year trend

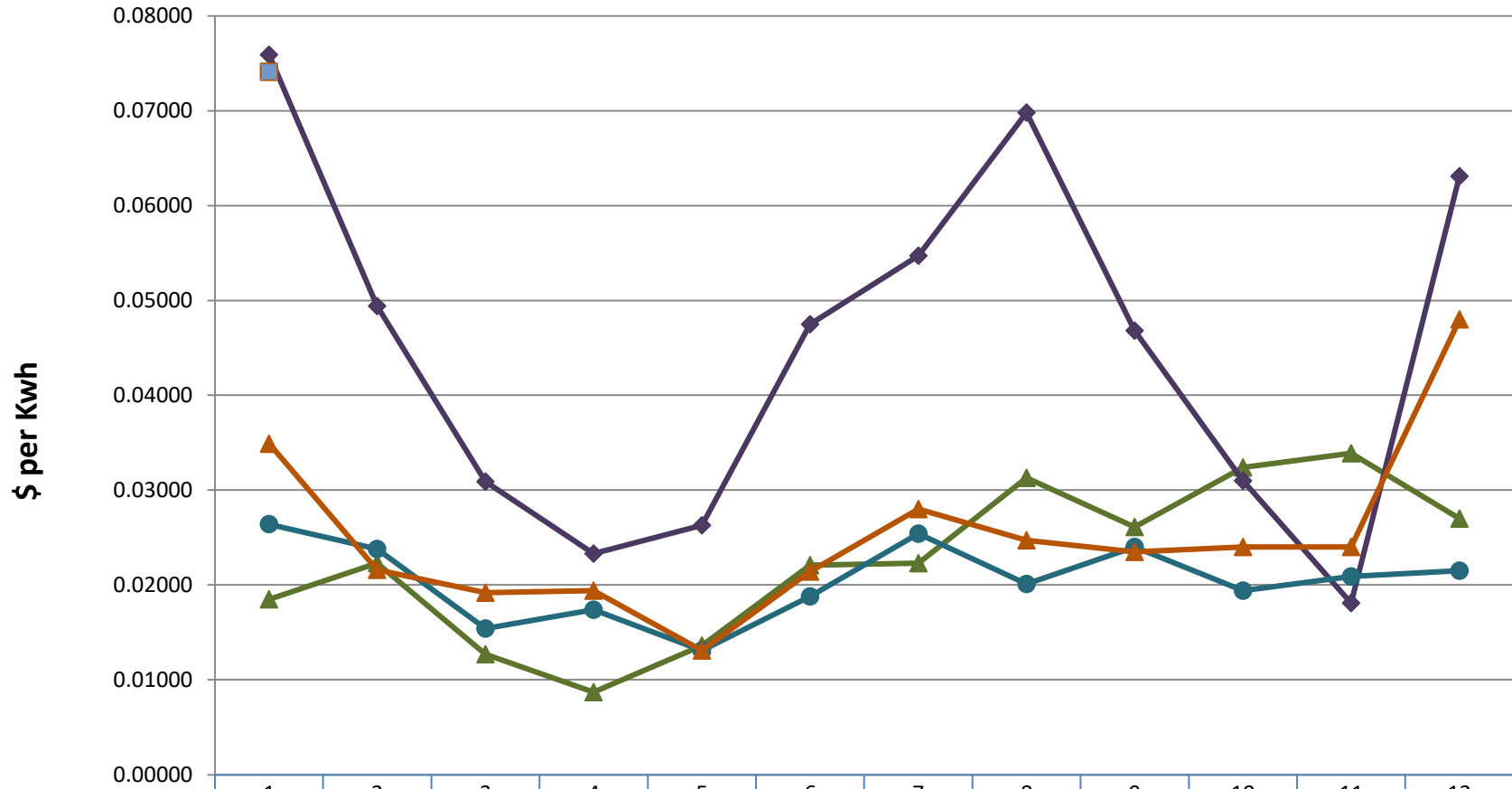




# Actual \$/Kwh

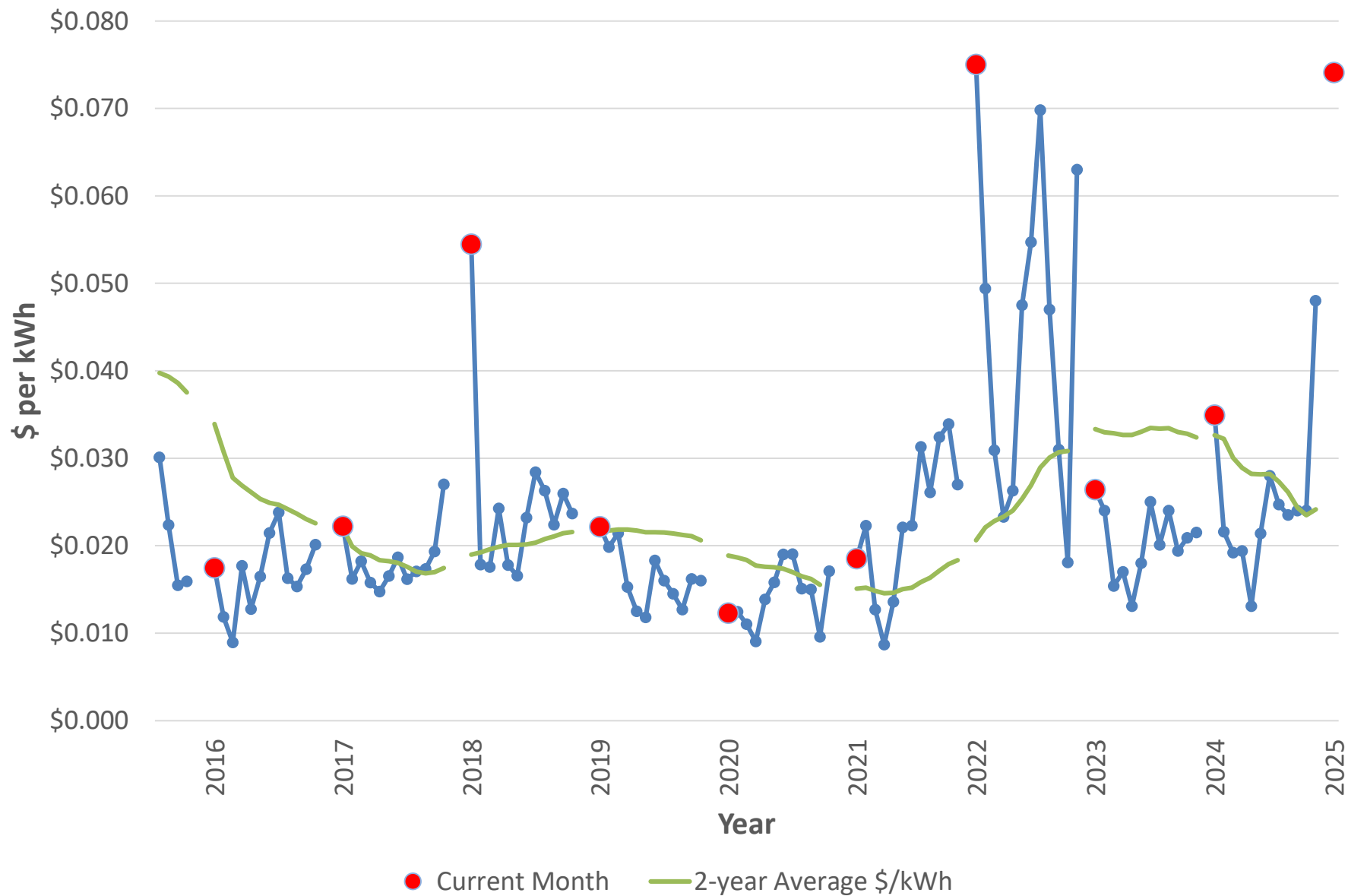
## 5-Year Comparison

### 2021 - 2025



































	1	2	3	4	5	6	7	8	9	10	11	12
2021	\$0.01850	\$0.02230	\$0.01270	\$0.00870	\$0.01360	\$0.02210	\$0.02230	\$0.03130	\$0.02610	\$0.03240	\$0.03390	\$0.02700
2022	\$0.07590	\$0.04940	\$0.03090	\$0.02330	\$0.02630	\$0.04750	\$0.05470	\$0.06980	\$0.04680	\$0.03100	\$0.01810	\$0.06310
2023	\$0.02640	\$0.02380	\$0.01540	\$0.01740	\$0.01310	\$0.01880	\$0.02540	\$0.02010	\$0.02400	\$0.01940	\$0.02090	\$0.02150
2024	\$0.03490	\$0.02160	\$0.01920	\$0.01940	\$0.01310	\$0.02140	\$0.02800	\$0.02470	\$0.02350	\$0.02400	\$0.02400	\$0.04800
2025	\$0.07410											

## Actual \$ per kWh 2015 - 2025



**ONONDAGA COUNTY RESOURCE RECOVERY AGENCY  
2025 MONTHLY INCOME STATEMENT (UNAUDITED)**

	ACTUAL	BUDGET			5-year Trends		
	Jan 2025	Jan 2025	\$ Var	%Var	Min	Max	Trendline
OPERATING REVENUES							
Tipping Fees	2,621,061	2,474,000	147,061	6%	2,220,981	2,719,191	
Electric Revenue	1,101,389	420,000	681,389	162%	275,235	1,231,797	
Recovered Material Revenue	140,763	133,000	7,763	6%	122,024	161,023	
Grant Revenue	-	-	-	0%	-	19,029	
Compost Revenue	38,041	40,700	(2,659)	7%	11,046	58,828	
Other	72,067	66,250	5,817	9%	62,843	82,501	
Total Operating Revenues	3,973,321	3,133,950	839,371	27%			
OPERATING EXPENSES							
Personal Services	471,804	519,734	47,930	9%	199,225	502,545	
Contractual Services:							
Landfill Contracts	306,305	299,200	(7,105)	2%	93,083	306,305	
Other Contractual Services	8,330	8,850	520	6%	4,240	14,760	
Materials and Supplies	59,532	56,100	(3,432)	6%	35,337	89,912	
Professional Fees	22,245	44,350	22,105	50%	6,237	41,847	
Recycling	79,489	80,535	1,046	1%	29,276	181,725	
Composting	35,412	33,250	(2,162)	7%	14,097	37,930	
Hazardous Waste Disposal	9,826	10,532	706	7%	2,245	9,826	
Repairs and Maintenance	116,754	111,072	(5,682)	5%	45,116	116,754	
Utilities	13,614	14,940	1,326	9%	13,257	17,667	
Insurance	45,948	45,065	(883)	2%	37,968	45,948	
Operating Leases	9,715	12,300	2,585	21%	8,498	9,754	
Depreciation and Amortization	126,948	135,775	8,827	7%	105,448	171,812	
Payments to Host Communities	17,049	18,050	1,001	6%	10,869	17,679	
Other	(54,815)	43,120	97,935	227%	(54,815)	29,092	
Waste-to-Energy Operations Cost	2,029,176	2,048,800	19,624	1%	1,796,131	2,029,176	
Total Operating Expenses	3,297,332	3,481,673	184,341	5.3%			
OPERATING INCOME (LOSS)	675,989	(347,723)	(1,023,712)	294%	126,324	903,987	
OTHER REVENUE (EXPENSE)							
Interest Income - cash	21,566	2,500	19,066	763%	58	21,566	
Interest Income - non system	(239,415)	53,000	(292,415)	552%	(239,415)	974	
Interest Income - lease receivable	115,743	121,000	(5,257)	4%	115,743	153,702	
Interest Expense	(115,743)	(108,000)	(7,743)	7%	(153,702)	(115,743)	
Capital Lease Interest Expense	-	(3,515)	3,515	0%	(12,924)	-	
2019 Bond Interest Expense	(25,257)	(32,000)	6,743	21%	(34,237)	(25,257)	
Gain on sale of PP&E	-	-	-	0%	-	-	
Gain 2015 Deferred Inflow	5,869	5,800	69	1%	5,869	5,869	
Other Revenue - NET	(237,237)	38,785	(276,022)	712%			
CHANGE IN NET POSITION	438,752	(308,938)	747,690	242%	(33,447)	866,415	

**T5  
UNAUDITED**

**ONONDAGA COUNTY RESOURCE RECOVERY AGENCY  
2025 STATEMENT OF NET POSITION (UNAUDITED)**

	<u>1/31/2025</u>
<b>ASSETS</b>	
<b>CURRENT ASSETS:</b>	
Cash and cash equivalents	16,013,163
Cash and cash equivalents - Board Designated	5,121,376
Accounts receivable (net of an allowance for bad debts of \$50,000)	3,501,242
Electric Revenue Receivable	1,223,766
Metal Revenue Receivable	46,777
Prepaid expenses and other receivables	1,733,210
Facility lease, current portion	2,570,000
<b>TOTAL CURRENT ASSETS</b>	<b><u>30,209,534</u></b>
<b>ASSETS LIMITED AS TO USE:</b>	
Investments held by trustee under indenture	8,399,912
<b>PROPERTY, PLANT and EQUIPMENT, net</b>	<b>21,730,118</b>
<b>DEFERRED OUTFLOW</b>	<b>1,707,490</b>
<b>FACILITY LEASE, net of current portion</b>	<b>33,964,246</b>
<b>TOTAL ASSETS</b>	<b><u>96,011,300</u></b>
<b>LIABILITIES AND NET POSITION</b>	
<b>CURRENT LIABILITIES:</b>	
Accounts Payable	5,688,368
Accrued Interest	506,657
Accrued Expenses and other current liabilities	222,819
2015 Bond Payable - Current	2,570,000
2019 Bond Payable - Current	640,000
Capital Lease Liability-Current	150,489
<b>TOTAL CURRENT LIABILITIES</b>	<b><u>9,778,333</u></b>
<b>LONG-TERM LIABILITIES:</b>	
Capital Lease Liability -Long Term	76,840
Other Post Employment Benefits	117,120
Net Pension Liability	1,582,978
2015 Deferred Inflow	1,567,667
2015 Series A Bond Payable, net of current portion	33,535,000
2015 Bond Premium	2,356,746
2015 Capital Fund Liability	250,573
2019 Bond Payable	7,430,000
2019 Bond Premium	928,811
<b>TOTAL LIABILITIES</b>	<b><u>57,624,068</u></b>
<b>NET POSITION</b>	
Invested in capital assets	11,402,174
Unrestricted	19,280,015
Restricted	7,705,043
<b>TOTAL NET POSITION YTD</b>	<b><u>38,387,232</u></b>
<b>TOTAL</b>	<b><u>96,011,300</u></b>

**T6**

**UNAUDITED**

Print Date: 3/5/2025 Print Time: 2:48 PM

[https://ocrra-my.sharepoint.com/personal/monroe\\_k\\_bond\\_org/Documents/Files/Treasurer's Reports/2025/03.12.2025/Statement of Net Assets-2019](https://ocrra-my.sharepoint.com/personal/monroe_k_bond_org/Documents/Files/Treasurer's%20Reports/2025/03.12.2025/Statement%20of%20Net%20Assets-2019)

**Finance Lease Balances as of March 12, 2025:**

<u>Equipment Schedule</u>	<u>Initial Principal</u>	<u>Total Interest</u>	<u>Balance (Prin. + Int.)</u>	<u>Payment Amount</u>	<u>Payments Left</u>	<u>Lease Beg / End</u>	<u>Int. Rate</u>
#1 – 5 Tractors and Trailers	\$1,050,398	\$51,400	<b>Paid off 03/31/2021</b>				1.75%
#2 - 2 Tractors and 1 Loader	\$ 554,288	\$28,117	<b>Paid off 08/31/2021</b>				1.81%
#3 - Grinder and Roll-Off	\$ 903,471	\$52,115	<b>Paid off 8/15/2019</b>				2.28%
#4 – Shredder, Mat. Handler, and Dump Truck	\$1,089,510	\$61,295	<b>Paid off 03/31/2021</b>				2.20%
#5 – 2 Dumps, 4 Trailers	\$ 577,983	\$35,096	<b>Paid off 09/15/2022</b>				2.5%
#6 – 1 Loader	\$ 476,095	\$52,087	<b>Paid off 04/05/2023</b>				3.38%
#7 – 1 Loader, 3 Dumps	\$ 968,207	\$81,935	<b>Paid off 08/31/2023</b>				3.31%
#8 – 1 Loader, 2 Dumps	\$ 722,043	\$57,200	\$233,475	\$77,825	3/10	4/2021 – 4/2026	2.80%
<b>Total Balance</b>	<b>\$6,341,995</b>	<b>\$419,244</b>	<b>\$233,475</b>				

# AUDIT COMMITTEE MEETING MINUTES

**February 26, 2025**

Time: 3:45 p.m. / Location: 100 Elwood Davis Rd., N. Syracuse NY 13212

Admin Members: *J. Driscoll (Chair), N. Zaccaria, B. Stacer, M. Jennings, A. Rodriguez*

Attending: J. Driscoll, N. Zaccaria, M. Jennings, A. Rodriguez, E. Bough Martin

Absent: B. Stacer

Also Attending: M. Cirino, M. Mokrzycki, K. Spillane, C. Albunio, J. Gascon, R. Czerwiak

Guests: M. Ciaralli, C. Heaviside – Grossman St. Amour

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The meeting was called to order by Chair J. Driscoll at 3:51 PM.

Quorum was present.

M. Ciaralli from Grossman St. Amour presented the 2024 Audit Findings report.

- The financial statements of the Onondaga County Resource Recovery Agency (OCRRA) as of and for the year ended December 31, 2024, and the related notes to the financial statements which collectively comprise OCRRA's basic financial statements and are included in this report dated March 12, 2025.
- All financial statements of OCRRA present fairly, in all respects, the respective financial position of OCRRA as of December 31, 2024 and 2023, and the respective changes in its financial position and cash flows thereof for the years then ended, in accordance with accounting principles generally accepted in the US.

C. Heaviside highlighted line items for explanation.

There was no further discussion.

J. Driscoll presented a resolution approving the audit of OCRRA for 2024. The purpose of this discussion is to obtain consensus to move the resolution to the full Board.

There was no further discussion.

A. Rodriguez motioned and N. Zaccaria seconded to move the resolution to the full Board for consideration in March.

A. Rodriguez moved, and N. Zaccaria seconded to adjourn the meeting.

A collective 'aye' was recorded.

The meeting was adjourned at 4:07 pm.

Meeting minutes taken by R. Czerwiak

**RESOLUTION APPROVING AUDIT OF ONONDAGA COUNTY  
RESOURCE RECOVERY AGENCY FOR CALENDAR YEAR 2024**

**WHEREAS**, the Onondaga County Resource Recovery Agency retained the firm of Grossman St. Amour, Certified Public Accountants PLLC, to conduct an audit of Agency finances for calendar year 2024 which audit shall be submitted to appropriate State officials pursuant to Public Authorities Law Section 2045-r; and

**WHEREAS**, the Agency's Audit Committee has reviewed the proposed audit and finds that it properly reflects the financial statements and financial position of the Onondaga County Resource Recovery Agency; now, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency hereby accepts and approves the audit of the Agency's finances conducted by Grossman St. Amour, Certified Public Accountants PLLC, for the calendar year 2024 and authorizes its Treasurer to submit copies of said audit to appropriate State officials as required by Public Authorities Law Section 2045-r. This Resolution shall take effect immediately.

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

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

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

**ONONDAGA COUNTY RESOURCE RECOVERY AGENCY**

**FINANCIAL STATEMENTS**

**as of December 31, 2024 and 2023  
Together with Independent Auditor's Report**



## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Onondaga County Resource Recovery Agency  
North Syracuse, New York

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the financial statements of the Onondaga County Resource Recovery Agency (OCRRA) as of and for the years ended December 31, 2024 and 2023, and the related notes to the financial statements, which collectively comprise OCRRA's basic financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the Onondaga County Resource Recovery Agency as of December 31, 2024 and 2023, and the respective changes in its financial position and cash flows thereof for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (GAS)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of OCRRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

OCRRA's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about OCRRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## ***Auditor's Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of OCRRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about OCRRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, other postemployment benefits plan – schedule of funding progress, schedule of proportionate share of net pension liability (asset), and schedule of contributions – pension plans be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information***

Management is responsible for the other information included in the annual report. The other information does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection

with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated March 12, 2025 on our consideration of OCRRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering OCRRA's internal control over financial reporting and compliance.

Syracuse, New York  
March 12, 2025

# ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

## MANAGEMENT'S DISCUSSION AND ANALYSIS

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### ANALYSIS OF FINANCIAL POSITION

One of the most important questions asked about the OCRRA's finances is "*Is OCRRA, as a whole, better off or worse off as a result of the year's activities?*" The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position report information about OCRRA's activities in a way that will help answer this question. These two statements report the net position of OCRRA and changes in them. You can think of OCRRA's net position - the difference between assets and liabilities - as one way to measure financial health or financial position. Over time, increases or decreases in OCRRA's net position are one indicator of whether its financial health is improving or deteriorating. Additionally, OCRRA places an emphasis on strategically building and using cash reserves to provide price stability for its member municipalities. You will need to also consider other non-financial factors such as changes in economic conditions, population growth, consumer behavior and new or changed legislation or regulation.

Another important question is whether "*What direction OCRRA, as a whole, trended in 2024?*" OCRRA's total net position increased by \$2,107,019 operating revenues increase from the previous year by about 6.7% while operating expenses increased about 4.4%. OCRRA's total net position was \$37,948,586 and \$35,841,567 on December 31, 2024 and 2023, respectively.

**Table 1**

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Current assets	\$ 36,204,972	\$ 35,854,185	\$ 36,691,529
Assets limited as to use – long term	257,000	250,574	1,178,696
Property, plant and equipment - net	21,823,526	20,655,523	19,104,742
Net Pension Asset	-	-	875,164
Facility lease - net of current portion	<u>34,197,574</u>	<u>37,080,839</u>	<u>39,832,438</u>
Total assets	92,483,072	93,841,121	97,682,569
Deferred outflows of resources	1,707,490	1,846,118	1,963,027
Current liabilities	8,362,843	8,140,460	8,478,995
Long-term liabilities	<u>46,305,597</u>	<u>50,750,272</u>	<u>51,986,471</u>
Total liabilities	54,668,440	58,890,732	60,465,466
Deferred inflows of resources	1,573,536	954,940	3,946,990
Net position - Net investment in			
Capital assets	11,495,583	10,181,248	8,232,071
Restricted	5,745,067	6,107,499	6,317,149
Unrestricted	<u>20,707,936</u>	<u>19,552,820</u>	<u>20,683,920</u>
Total net position	<u>\$ 37,948,586</u>	<u>\$ 35,841,567</u>	<u>\$ 35,233,140</u>

Changes in OCRRA's net position can be determined by reviewing the following condensed Statement of Revenues, Expenses and Changes in Net Position for the years 2024, 2023 and 2022.

## ANALYSIS OF FINANCIAL POSITION (Continued)

Table 2

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Operating revenues	\$ 43,590,100	\$ 40,844,640	\$ 46,150,606
Other revenues	<u>3,016,967</u>	<u>2,617,288</u>	<u>1,967,803</u>
Total revenues	46,607,067	43,461,928	48,118,409
Operating expenses	42,748,380	40,943,594	37,815,621
Other expenses	<u>1,751,668</u>	<u>1,909,907</u>	<u>2,068,417</u>
Total expenses	44,500,048	42,853,501	39,884,038
Change in net position	2,107,019	608,427	8,234,371
Net position - beginning of year	<u>35,841,567</u>	<u>35,233,140</u>	<u>26,998,769</u>
Net position end of year	<u>\$ 37,948,586</u>	<u>\$ 35,841,567</u>	<u>\$ 35,233,140</u>

The increase in OCRRA's net position in 2024 was primarily due to a 5% increase in tipping fees in 2024, interest rates which allowed a substantial return on the Agency's cash, and improved recycling commodity markets.

### OCRRA'S FUNDS

OCRRA does not utilize Funds or Fund Accounting. OCRRA maintains funds on deposit with a Trustee as required by contractual obligations entered into as part of OCRRA's 2015 debt restructuring as detailed in the financial statements. As of December 31, 2024, OCRRA funds held by the trustee of \$5,745,067 are recorded as Restricted under the OCRRA's Net Position. These restricted assets are due to the Indenture of Trust agreement between OCRRA and U.S. Bank National Association (the Trustee) that requires OCRRA operating revenues to be maintained on deposit with the Trustee until any necessary payments are made on the 2015 and 2019 Bonds and to the operator of the Waste-to-Energy Facility.

### Budgetary Highlights

OCRRA's 2024 tipping revenues were within 1% of budgeted amounts. Compost revenues exceeded the budget by 67% as incoming material significantly increased due to less regional competition. The consolidation of landfill airspace in New York State, along with continued inflationary pressures on repair costs continue to drive up OCRRA's disposal and equipment costs. OCRRA's 2025 adopted budget was based primarily on the 2024 results and anticipated similar pricing in commodity markets and incoming tonnages. OCRRA's primary rates for solid waste, construction debris, and recycling were maintained for 2025, delivering the community disposal fee stability.

### Property, Plant and Equipment

At the end of 2024, OCRRA had approximately \$21.8 million in book value related to capital assets. Capital Assets consists primarily of two transfer stations, a composting facility, and various pieces of operating equipment. During 2024 Property, Plant & Equipment, net increased by approximately \$1.2 million which reflects additions of approximately \$2.6 million offset by depreciation of approximately \$1.4 million.

### Bonds

During 2024, OCRRA reduced outstanding 2015 bonds by \$2,445,000, and its 2019 bonds by \$605,000. The 2015 and 2019 Bonds mature in 2035 and 2034, respectively.

## **OCRRA'S FUNDS (Continued)**

### **Financed Purchases**

As of December 31, 2024, OCRRA had approximately \$227,329 in financed purchases outstanding. OCRRA utilizes this program to strategically spread the cash impact of capital purchases over multiple years. In the current interest rate environment, it has been more cost effective for OCRRA to purchase replacement equipment from its cash reserves.

### **Facility Lease Agreement – through May 2035**

On November 12, 2014, OCRRA reached an agreement (extension) with Covanta Onondaga, L.P. to continue the facility lease of the Onondaga County Resource Recovery Facility for 20 years, commencing on May 8, 2015 and continuing until May 8, 2035, with a mutual option of an additional 5-year extension.

In 2015, OCRRA obtained extension financing for the refunding of the 2003 Series B bonds, and for the establishment of the Capital Refurbishment Fund. See Note 8 for additional information.

## **ECONOMIC FACTORS AND NEXT YEAR'S BUDGET**

The 2025 Budget develops the revenue and expense requirements to continue OCRRA's efforts to provide sound environmental solid waste disposal solutions to our community.

OCRRA operates in a highly complex contractual business setting with rigid regulatory oversight. Its waste disposal infrastructure was very expensive to site and construct, leading to high fixed costs of operation. Budgets are designed around historic waste levels, and recent commodity prices. Revenue streams from commodity markets, specifically electricity, metal, fiber, and plastic have become highly variable over the last decade. Despite these economic conditions, OCRRA was able to hold its primary tipping fees constant for 2025. From time to time, OCRRA will strategically build up or use reserves to maintain the high quality of its services while minimizing the impact of fee changes on the community. Should conditions improve, or get worse, OCRRA will consider case by case program reviews to provide high levels of environmental performance with watchful stewardship of public service fees and reserves.

During 2024, OCRRA utilized approximately \$50,000 in cash reserves. OCRRA's reserve balance, of approximately \$22 million will be deployed when necessary to provide continued stability to the community's solid waste and recycling programs and invest in aging infrastructure when necessary. To that end, the Board has designated approximately \$5,000,000 of its reserves for use on the redevelopment of the Ley Creek Campus, to take place over the next few years. OCRRA's 2025 Budget includes the planned use of \$450,000 of cash reserves. The 2025 Budget is fiscally conservative and reflects current market conditions. OCRRA's strict expenditure controls at a management and Board level are expected to continue to maintain and improve OCRRA's financial condition over time.

## **CONTACT REGARDING THE AGENCY'S FINANCES**

This financial report is designed to provide County residents, customers and creditors with a general overview of OCRRA's finances. If you have questions about this report or need additional financial information, contact OCRRA's Public Information Officer at 100 Elwood Davis Road, North Syracuse, NY 13212-4312.

# ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

## STATEMENTS OF NET POSITION DECEMBER 31, 2024 AND 2023

	2024	2023
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 16,610,511	\$ 21,889,040
Cash and cash equivalents - board designated	5,228,847	-
Accounts receivable (net of an allowance for bad debts of \$151,732 in 2024 and \$50,000 in 2023)	3,287,287	3,384,458
Electric revenue receivable	1,041,355	453,302
Metal revenue receivables	27,176	20,896
Prepaid expenses	1,694,729	1,553,990
Facility lease agreement, current portion	2,570,000	2,445,000
Assets limited to use, current portion	5,745,067	6,107,499
Total current assets	36,204,972	35,854,185
<b>NON-CURRENT ASSETS:</b>		
Assets limited as to use:		
Funds held by trustee under indenture	257,000	250,574
Property, plant and equipment, net	21,823,526	20,655,523
Facility lease agreement, net of current portion	34,197,574	37,080,839
Total noncurrent assets	56,278,100	57,986,936
Total assets	92,483,072	93,841,121
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Deferred outflows - pension related	1,707,490	1,846,118
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	4,355,860	4,164,476
Bonds payable - 2015 Series A, current portion (NOTE 8)	2,570,000	2,445,000
Bonds payable - 2019, current portion (NOTE 9)	640,000	605,000
Financed purchases liability, current portion	150,489	146,331
Accrued interest	338,127	364,232
Accrued expenses and other current liabilities	308,367	415,421
Total current liabilities	8,362,843	8,140,460
<b>NON-CURRENT LIABILITIES:</b>		
Bonds payable - 2015 Series A (NOTE 8)	33,535,000	36,105,000
Bonds payable - 2019 (NOTE 9)	7,430,000	8,070,000
2015 Bond Premium	2,375,907	2,605,839
2019 Bond Premium	937,179	1,037,591
2015 Capital Fund	250,573	250,573
Financed purchases liability	76,840	227,329
Net Pension liability	1,582,978	2,280,946
Other postemployment benefits (NOTE 11)	117,120	172,994
Total non-current liabilities	46,305,597	50,750,272
Total liabilities	54,668,440	58,890,732
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Deferred inflows - pension related	845,860	156,836
Unearned revenue - bond related	727,676	798,104
Total deferred inflows of resources	1,573,536	954,940
<b>NET POSITION</b>		
Net investment in capital assets	11,495,583	10,181,248
Restricted	5,745,067	6,107,499
Unrestricted	20,707,936	19,552,820
Total net position	\$ 37,948,586	\$ 35,841,567

The accompanying notes are an integral part of these statements.



# ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

## STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	<u>2024</u>	<u>2023</u>
OPERATING REVENUES:		
Tipping fees	\$ 34,744,542	\$ 32,966,351
Electric revenue	5,473,955	5,075,840
Recovered material revenue	1,446,741	1,503,764
Grant revenue	485,340	99,496
Compost revenue	789,438	692,518
Other	650,084	506,671
Total operating revenues	<u>43,590,100</u>	<u>40,844,640</u>
OPERATING EXPENSES:		
Personal services	7,052,342	6,627,713
Contractual services -		
Landfill contracts	4,057,549	2,889,896
Other contractual services	109,533	78,208
Materials and supplies	757,944	656,895
Professional fees	790,457	772,036
Recycling	669,101	1,631,025
Compost	478,567	447,487
Hazardous waste disposal	193,205	163,515
Repairs and maintenance	1,167,800	1,140,198
Utilities	124,435	146,449
Insurance	541,214	526,400
Operating leases	145,439	134,862
Depreciation	1,438,566	1,310,395
Taxes and other payments to Host Communities	199,475	201,781
Other	742,235	620,552
Waste-to-Energy operations cost	24,280,518	23,596,182
Total operating expenses	<u>42,748,380</u>	<u>40,943,594</u>
OPERATING INCOME	<u>841,720</u>	<u>(98,954)</u>
NON-OPERATING REVENUE (EXPENSE):		
Interest income - cash and repurchase agreements	888,078	108,643
Interest income - non-system	628,793	719,661
Amortization on 2015 deferred inflow	70,428	70,428
Interest income - facility lease agreement	1,429,668	1,550,001
2015 Bond Interest expense	(1,429,668)	(1,550,001)
2019 Bond Interest expense	(313,171)	(343,005)
Interest expense finance leases	(8,829)	(16,901)
Gain on sale of machinery and equipment	-	168,555
Non-operating revenue, net	<u>1,265,299</u>	<u>707,381</u>
CHANGE IN NET POSITION	2,107,019	608,427
NET POSITION - beginning of year	<u>35,841,567</u>	<u>35,233,140</u>
NET POSITION - end of year	<u>\$ 37,948,586</u>	<u>\$ 35,841,567</u>

The accompanying notes are an integral part of these statements.



# ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

## STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	<u>2024</u>	<u>2023</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Receipts from tipping fees	\$ 34,943,445	\$ 32,057,008
Receipts from electric revenue	4,885,902	5,894,889
Other operating receipts	3,365,323	2,832,465
Payments to vendors and suppliers	(9,354,595)	(8,980,630)
Payments to employees	(5,923,661)	(5,221,228)
Payments for Waste-to-Energy (WTE) operations	(20,092,585)	(19,409,582)
Payments for insurance and employee benefits	<u>(1,835,368)</u>	<u>(1,584,838)</u>
Net cash flow provided by operating activities	<u>5,988,461</u>	<u>5,588,084</u>
CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Payments on bonds outstanding	(3,050,000)	(2,910,000)
Payments on finance lease obligations	(146,331)	(398,396)
Proceeds from the sale of machinery and equipment	-	168,555
Purchase of property, plant and equipment	(2,606,570)	(2,861,176)
Payments for interest on bonds outstanding	<u>(2,108,118)</u>	<u>(2,267,168)</u>
Net cash flow used in capital and related financing activities	<u>(7,911,019)</u>	<u>(8,268,185)</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Net change in funds held by trustee	356,005	1,137,772
Proceeds from interest on invested funds	<u>1,516,871</u>	<u>828,304</u>
Net cash flow provided by investing activities	<u>1,872,876</u>	<u>1,966,076</u>
CHANGE IN CASH AND CASH EQUIVALENTS	(49,682)	(714,025)
CASH AND CASH EQUIVALENTS - beginning of year	<u>21,889,040</u>	<u>22,603,065</u>
CASH AND CASH EQUIVALENTS - end of year	<u>\$ 21,839,358</u>	<u>\$ 21,889,040</u>

The accompanying notes are an integral part of these statements.

# ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

## STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

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	<u>2024</u>	<u>2023</u>
RECONCILIATION OF OPERATING LOSS TO NET CASH FLOW FROM OPERATING ACTIVITIES:		
Operating income	\$ 841,720	\$ (98,954)
Adjustments to reconcile operating loss to net cash flow from operating activities:		
Depreciation	1,438,566	1,310,395
WTE operations used to reduce lease costs	4,187,933	4,186,600
Change in provision for bad debt expense	101,732	-
Other postemployment benefits expense	-	9,529
Bond insurance amortization	38,994	38,994
Change in pension costs	(58,420)	328,282
Changes in:		
Accounts receivable	97,171	(909,343)
Electric revenue receivable and other receivables	(594,333)	849,066
Prepaid expenses	(149,234)	73,068
Accounts payable, accrued expenses and other current liabilities	<u>84,332</u>	<u>(199,553)</u>
Net cash flow provided by operating activities	<u>\$ 5,988,461</u>	<u>\$ 5,588,084</u>

The accompanying notes are an integral part of these statements.

# ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

## NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2024 AND 2023

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### 1. ORGANIZATION

Onondaga County Resource Recovery Agency (OCRRA) was statutorily created in 1981 as a public benefit corporation under New York State law. OCRRA began active operations in 1990. OCRRA is exempt from federal income taxes under Internal Revenue Service Code Section 115.

Under an agreement between OCRRA and the County of Onondaga (County), OCRRA is responsible for implementing the County Solid Waste Management Program, as well as the construction, operation and otherwise ensuring the availability of solid waste management and recycling facilities for participating municipalities in the County of Onondaga, State of New York. Under current contracts, OCRRA's operations service the thirty-three participating municipalities in Onondaga County.

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Measurement Focus and Basis of Accounting

OCRRA operates as a proprietary fund. Proprietary funds utilize an "economic resources" measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or noncurrent) associated with their activities are reported.

OCRRA utilizes the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or an economic asset is used.

The accounting policies of OCRRA conform to generally accepted accounting principles as applicable to governmental units. The accepted standard setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB).

#### Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

#### Other Postemployment Benefits

OCRRA provides health insurance benefits to certain retired employees and their spouses and beneficiaries. OCRRA accrues the costs for these benefits based on an annual valuation of future expenses.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Cash and Cash Equivalents**

Cash and cash equivalents consist of cash held in checking, savings, money market accounts, and from time-to-time treasury securities with maturity dates of twelve months or less. Board designated cash has been allocated for a specific purpose via board resolution, is kept separate from other cash accounts, and may include treasury securities with longer durations to coincide when the cash need is anticipated.

### **Accounts Receivable**

Accounts receivable are carried at their estimated collectible amounts. They are periodically evaluated for collectability based on past credit history with customers and their current financial condition.

### **Property, Plant and Equipment**

Property, plant and equipment over \$5,000 are capitalized and recorded at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, which range from 4 to 40 years. Depreciation expense amounted to \$1,438,566 and \$1,310,395 for the years ended December 31, 2024 and 2023, respectively.

### **Deferred Outflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, Deferred Outflows of Resources, represents an acquisition of net position that applies to a future period and so will not be recognized as expense until then.

### **Deferred Inflows of Resources**

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, Deferred Inflows of Resources, represents a receipt of net position that applies to a future period and so will not be recognized as revenue until then.

### **Assets Limited as to Use**

Assets limited as to use represent funds restricted as to use under OCRRA's Revenue Bond and Facility Lease Agreements.

### **Net Position**

GASB requires the classification of net position into three components. These classifications are displayed in three components below:

- a. Net investment in capital assets - capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net position - net position with constraints placed on their use either by (1) external groups such as creditors or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation. See page 14 for detail of the \$5,745,067 restricted net position at December 31, 2024.
- c. Unrestricted net position - net position that does not meet the definition of restricted or net investment in capital assets, including board designated funds.

When both restricted and unrestricted resources are available for use, it is OCRRA's policy to use restricted resources first, then unrestricted resources as they are needed.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Revenue Classification

Tipping fees, commodity revenues, fees related to our principal operations and grants are considered operating revenues, as they derive from the OCRRA's principal purpose. Interest income and other miscellaneous sources are considered nonoperating.

### Landfill and Related Costs

OCRRA has secured the required permit for the construction of an in-county landfill to be located in the Town of Van Buren (the "Landfill"). Currently, OCRRA transports the ash from the Waste-to-Energy Facility and other non-recyclable waste that cannot be processed at the facility to the High Acres Landfill, near Fairport, New York, the Seneca Meadows Landfill near Waterloo, New York and the Madison County Landfill near Nelson, New York generally under long-term contracts. Construction of the in-county landfill will occur when environmental and economic factors dictate that it is in the best interest of Onondaga County businesses and residents. The cost of the designated site is included in property, plant and equipment (see Note 6). Engineering and consulting fees related to siting, environmental studies and permitting of the Landfill are capitalized. According to Governmental Accounting Standards Board Statement No. 18, *Accounting for Municipal Solid Waste Landfill Closure and Postclosure Care Costs*, should OCRRA decide to transport waste to the Landfill, OCRRA is required to accrue a portion of the estimated total of closure and postclosure care in each period that waste is accepted at the site. Recognition of such a liability shall begin on the date the Landfill begins accepting waste. As of December 31, 2024 there has been no waste delivered to the Landfill, and no waste is expected to be delivered during 2025.

### Environmental and Regulatory Risk

OCRRA operates in an environmentally sensitive industry and is subject to extensive federal and state laws and regulations adopted for the protection of the environment. The laws and regulations are primarily applicable to discharge of emissions into the air and management of solid waste but can also include those related to water use, discharges to water and hazardous waste management. Certain aspects of these laws have extensive and complicated requirements relating to obtaining operating permits, monitoring, record keeping and reporting. Management believes that its facilities are in material compliance with permits and other applicable environmental laws.

## 3. CASH AND CASH EQUIVALENTS

Custodial credit risk is the risk that in the event of a bank failure, OCRRA's deposits may not be returned to it.

Statutes authorize OCRRA to maintain deposits with financial institutions and to invest in certificates of deposit, obligations of New York State, the United States Government and its agencies, and repurchase agreements collateralized by U.S. obligations.

Unrestricted and restricted cash equivalents are covered or collateralized by either federal depository insurance, securities held by the pledging bank's trust department in OCRRA's name, or are U.S. Government and/or federal agency securities held by the Trustee.

At December 31, 2024, the carrying value of OCRRA's cash deposits were approximately \$27,841,425, and the bank balances were approximately \$27,343,966. OCRRA's deposit policies require OCRRA's cash to either be covered by depository insurance or collateralized by governmental securities held by the depository institution. At December 31, 2024, OCRRA had collateralized cash balances of approximately \$1,434,779, deposits at the Trustee of \$5,306,048, Treasury investments of \$14,989,975 and the remainder was covered by depository insurance.

#### 4. OPERATING CONSIDERATIONS

The Onondaga County Solid Waste Management System (System) has implemented a multi-layer “flow control” arrangement to ensure that all legal means of requiring delivery of waste into the System are utilized. First, OCRRA has “delivery agreements” with all 33 participating municipalities in Onondaga County. Those “delivery agreements” commit each municipality to “deliver or cause the delivery” of municipal solid waste (MSW) from their community to the System. Most of the residential MSW is delivered to the System pursuant to municipal pick-up, municipally contracted pick-up, and solid waste districts, implemented in accordance with the “delivery agreements.” In addition, in 2000 - 2001, all 33 municipalities enacted approved, in-state waste site designation laws committing delivery of all of their MSW to the System if the MSW is to be disposed of within the State. Also, in 2003, the Onondaga County Legislature enacted a local “flow control” law, based closely on the language and criteria found in the Oneida-Herkimer Law that directs all municipal solid waste in the 33 participating municipalities to OCRRA’s public Waste-To-Energy Facility. This type of arrangement was reviewed and deemed Constitutional by the U.S. Supreme Court in its April 2007 Oneida-Herkimer case. The 33 member municipalities have entered into delivery agreements with automatic renewals through 2035. Finally, OCRRA, as additional security, enters into hauler contracts directly with the area’s private and municipal waste haulers, wherein they have contractually committed to deliver all MSW picked up in the 33 participating municipalities to the System. The contracts provide stiff stipulated contractual damage penalties for violation of that contract provision.

#### 5. ASSETS LIMITED AS TO USE

Assets limited as to use are held by a trustee in accordance with the terms of the Revenue Bonds Master Bond Resolution (see Note 8) and certain trustee funds represent restricted net position reported on the Statement of Financial Position. The restricted net position includes the following funds at December 31:

	<u>2024</u>	<u>2023</u>
Funds accumulated from System revenues to pay for 2015 debt service obligations	\$ 1,298,078	\$ 1,934,568
Funds accumulated from System revenues to pay for 2019 debt service obligations	605,621	502,147
Accumulation of earnings from System revenues to satisfy general OCRRA obligations	<u>3,841,368</u>	<u>3,670,784</u>
Total	<u>\$ 5,745,067</u>	<u>\$ 6,107,499</u>

## 6. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment activity for the year ended December 31, 2024 was as follows:

	<u>Beginning Balance</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Balance</u>
Land	\$ 802,408	\$ -	\$ -	\$ 802,408
Landfill site	3,854,290	-	-	3,854,290
Landfill site costs	195,760	-	-	195,760
Landfill buildings and improvements	440,484	-	-	440,484
Buildings and improvements	11,679,475	181,799	-	11,861,274
Machinery and vehicles	12,289,991	2,064,642	-	14,354,633
Furniture and fixtures	147,371	6,282	-	153,653
Computer equipment	101,257	-	-	101,257
Leasehold improvements	3,455,138	-	-	3,455,138
Land improvements	3,247,367	-	-	3,247,367
Construction in progress	<u>84,534</u>	<u>353,846</u>	<u>-</u>	<u>438,380</u>
Total property, plant and equipment	36,298,075	2,606,569	-	38,904,644
Less: Accumulated depreciation				
Landfill buildings and improvements	(421,422)	(2,688)	-	(424,110)
Buildings and improvements	(3,325,968)	(370,086)	-	(3,696,054)
Machinery and vehicles	(9,731,597)	(903,361)	-	(10,634,958)
Furniture and fixtures	(128,769)	(4,447)	-	(133,216)
Computer equipment	(94,639)	(2,648)	-	(97,287)
Leasehold improvements	(1,907,951)	(152,920)	-	(2,060,871)
Land improvements	<u>(32,206)</u>	<u>(2,416)</u>	<u>-</u>	<u>(34,622)</u>
Total accumulated depreciation	<u>(15,642,552)</u>	<u>(1,438,566)</u>	<u>-</u>	<u>(17,081,118)</u>
Property, plant and equipment, net	<u>\$ 20,655,523</u>	<u>\$ 1,168,003</u>	<u>\$ -</u>	<u>\$ 21,823,526</u>

Property, plant and equipment activity for the year ended December 31, 2023 was as follows:

	<u>Beginning Balance</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Balance</u>
Land	\$ 396,190	\$ 406,218	\$ -	\$ 802,408
Landfill site	3,854,290	-	-	3,854,290
Landfill site costs	195,760	-	-	195,760
Landfill buildings and improvements	590,484	-	150,000	440,484
Buildings and improvements	10,457,742	1,221,733	-	11,679,475
Machinery and vehicles	12,212,563	1,145,225	1,067,797	12,289,991
Furniture and fixtures	147,371	-	-	147,371
Computer equipment	101,257	-	-	101,257
Leasehold improvements	3,375,062	80,076	-	3,455,138
Land improvements	3,247,367	-	-	3,247,367
Construction in progress	<u>76,610</u>	<u>1,664,594</u>	<u>1,656,670</u>	<u>84,534</u>
Total property, plant and equipment	34,654,696	4,517,846	2,874,467	36,298,075
Less: Accumulated depreciation				
Landfill buildings and improvements	(568,733)	(2,689)	(150,000)	(421,422)
Buildings and improvements	(3,010,952)	(315,016)	-	(3,325,968)
Machinery and vehicles	(9,964,275)	(835,118)	(1,067,796)	(9,731,597)
Furniture and fixtures	(124,635)	(4,134)	-	(128,769)
Computer equipment	(91,992)	(2,647)	-	(94,639)
Leasehold improvements	(1,759,576)	(148,375)	-	(1,907,951)
Land improvements	<u>(29,791)</u>	<u>(2,415)</u>	<u>-</u>	<u>(32,206)</u>
Total accumulated depreciation	<u>(15,549,954)</u>	<u>(1,310,394)</u>	<u>(1,217,796)</u>	<u>(15,642,552)</u>
Property, plant and equipment, net	<u>\$ 19,104,742</u>	<u>\$ 3,207,452</u>	<u>\$ (1,656,671)</u>	<u>\$ 20,655,523</u>



## 7. FACILITY LEASE AND SERVICE AGREEMENT

In 1992, OCRRA issued Project Revenue Bonds for the purpose of constructing a Waste-to-Energy Facility (the "Facility") and funding certain reserves and other related costs. Pursuant to various agreements, Covanta Onondaga, L.P., now known as Reworld (the "Partnership") also funded certain project costs and constructed the Facility. OCRRA leased the Facility and equipment to the Partnership under a long-term lease expiring May 8, 2015 with the Partnership having the option to purchase the Facility for \$1. This lease and service agreement was extended as described in the "Renewal of Facility Lease and Service Agreement" section below.

Pursuant to the facility lease agreement the real property comprising a portion of the Facility is leased to the Partnership.

Pursuant to the service agreement the Partnership operates and maintains the Facility for the processing of solid waste delivered by OCRRA to the Facility.

All revenues of the Facility, which include rates, fees, charges and other realized income received by OCRRA from the ownership, operation, use or services of the Facility, in excess of expenses, are to be paid directly to the Trustee for the benefit of the Partnership and Trustee. After satisfaction of those obligations, remaining revenues revert to OCRRA for its use.

OCRRA's obligation is unconditional and requires payment by OCRRA if there is no waste delivered; OCRRA remains responsible for debt service, which is also paid through the Trustee.

The obligations of the Partnership under the service agreement and facility lease are guaranteed to OCRRA and the Trustee by Reworld.

### **Renewal of Facility Lease and Service Agreement**

In November 2014, OCRRA entered into a twenty (20) year extension of the Second Amended and Restated Service Agreement with the Partnership until May 8, 2035. The extension includes a mutual option to extend the term of the Service Agreement for an additional five (5) years until May 8, 2040. Under this Service Agreement extension, OCRRA was required to refinance the 2003 Series B bonds for a term that is coterminous with the base term of the Service Agreement extension (See Note 8). This is in addition to the service fee and other facility related OCRRA cost obligations, i.e. operations and maintenance charge, pass through costs, ash disposal costs and debt service on any Capital Refurbishment bonds.

OCRRA committed to a minimum annual waste delivery obligation of 320,000 in 2015 and 345,000 tons for full years thereafter, with OCRRA paying shortfall damages equal to the Partnership's lost electric and metal revenue for each shortfall ton. The maximum annual waste capacity is the Facility's permitted capacity less some limited tonnage available to the Partnership for Supplemental Waste. Net electric revenue is shared 90% OCRRA/10% Partnership and metal revenue is shared 50%/50% with a ceiling amount. OCRRA remains responsible for ash transport and disposal with some limited exceptions.

OCRRA will have legal ownership of the Facility during the term but at the end of the term, the Partnership will own it with an option for OCRRA to purchase it at that point for Fair Market Value. The Partnership will retain tax ownership of the Facility during the term. OCRRA would account for this agreement as a sale in accordance with GASB 87.

OCRRA established a Capital Refurbishment Fund to assist in funding OCRRA's share of needed Capital Refurbishment Projects, which is included with assets limited to use on the Statement of Net Position.



## 7. FACILITY LEASE AND SERVICE AGREEMENT (Continued)

### Renewal of Facility Lease and Service Agreement (Continued)

As described in Note 8, OCRRA issued 2015A and 2015B series debt in accordance with the terms of the facility lease renewal. This resulted in the recognition of new facility lease assets, which will be recognized throughout the term of the contract extension and in an amount approximating the underlying debt service requirements of the 2015A and 2015B series debt. OCRRA may refinance, issue or call any debt issued under the contract extension at OCRRA's sole discretion as long as such action does not violate the extension agreement terms. OCRRA may call any new bonds issued under the terms of any bond indenture provided OCRRA provides adequate advance notice to the Partnership at least prior to October 1st of the preceding year. The debt service for the refinanced 2003 Series B bonds and Capital Refurbishment bonds, as applicable, will be added to the Service Fee, and payment will be made in a similar fashion as under the previous service agreement. The Partnership will provide an initial \$21,000,000 parent guarantee declining on an annual basis by \$500,000 per year until it reaches \$16,000,000.

The Waste-to-Energy operations cost is composed of the following:

	<u>2024</u>	<u>2023</u>
Operating and pass through costs	\$ 20,092,585	\$ 19,409,582
Capital charge (2015 Bond Debt Service)	<u>4,187,933</u>	<u>4,186,600</u>
Total	<u>\$ 24,280,518</u>	<u>\$ 23,596,182</u>

Future minimum annual payments from the Partnership are as follows at December 31:

<u>Year</u>	<u>Amount</u>
2025	\$ 2,570,000
2026	2,695,000
2027	2,830,000
2028	2,975,000
2029	3,120,000
2030 – 2034	17,890,000
2035	<u>4,025,000</u>
Total future minimum payments	36,105,000
Less: Income recognized prior to May principal payment	<u>(1,713,333)</u>
Net Investment in Lease Agreement	34,391,667
Less: Current portion	<u>(2,570,000)</u>
Long-term portion	<u>\$ 31,821,667</u>

## 8. 2015 SERIES A AND 2015 SERIES B BONDS PAYABLE

In 2015, OCRRA issued \$54,560,000 in Revenue Bonds, consisting of Series 2015A Tax-Exempt Bonds totaling \$53,505,000 and Series 2015B Taxable Bonds totaling \$1,055,000. The 2015A bonds bear interest at an escalating rate from 3% to 5%. The 2015A bonds have a tiered maturity schedule with annual principal maturations through May 1, 2030, and an \$18,640,000 final maturity on May 1, 2035. The 2015B bonds bore interest at 1.75%, and matured May 1, 2016.

The 2015A bonds maturing on May 1, 2035 are subject to mandatory sinking fund requirements on May 1, 2031 and on each May 1 thereafter as follows:

<u>May 1:</u>	<u>Amount</u>
2031	\$ 3,445,000
2032	3,580,000
2033	3,720,000
2034	3,870,000
2035	4,025,000

As part of the debt issuance, \$42,695,385 in outstanding 2003B bonds were refunded and retired.

Activity relative to the 2015A and 2015B bonds payable for the year ended December 31, 2024 was as follows:

	Balance at December 31, <u>2023</u>	<u>Additions</u>	<u>Reductions</u>	Balance at December 31, <u>2024</u>	Due in <u>one year</u>
2015A	\$ 38,550,000	\$ -	\$ (2,445,000)	\$ 36,105,000	\$ 2,570,000
2015B	-	-	-	-	-
Total	<u>\$ 38,550,000</u>	<u>\$ -</u>	<u>\$ (2,445,000)</u>	<u>\$ 36,105,000</u>	<u>2,570,000</u>
Bond Premium	<u>2,605,839</u>	-	<u>(229,932)</u>	<u>2,375,907</u>	<u>229,932</u>
Total	<u>\$ 41,155,839</u>	<u>\$ -</u>	<u>\$ (2,674,932)</u>	<u>\$ 38,480,907</u>	<u>\$ 2,799,932</u>

Activity relative to the 2015A and 2015B bonds payable for the year ended December 31, 2023 was as follows:

	Balance at December 31, <u>2022</u>	<u>Additions</u>	<u>Reductions</u>	Balance at December 31, <u>2023</u>	Due in <u>one year</u>
2015A	\$ 40,880,000	\$ -	\$ (2,330,000)	\$ 38,550,000	\$ 2,445,000
2015B	-	-	-	-	-
Total	<u>\$ 40,880,000</u>	<u>\$ -</u>	<u>\$ (2,330,000)</u>	<u>\$ 38,550,000</u>	<u>2,445,000</u>
Bond Premium	<u>2,835,771</u>	-	<u>(229,932)</u>	<u>2,605,839</u>	<u>229,932</u>
Total	<u>\$ 43,715,771</u>	<u>\$ -</u>	<u>\$ (2,559,932)</u>	<u>\$ 41,155,839</u>	<u>\$ 2,674,932</u>

## 8. 2015 SERIES A AND SERIES B BONDS PAYABLE (Continued)

General covenants require OCRRA to impose charges sufficient to pay debt service, enforce certain contractual obligations that assure continued flow of Onondaga County waste into the System, prepare annual budgets and maintain proper books and records, and to furnish appropriate financial information to the Trustee on an annual basis. These bonds are available on the secondary market but are lightly traded. Specific covenants include the setting of tipping fees and user charges that when taken together with other System Revenues, produces revenues available for debt service in each fiscal year equal to or exceeding 110% of all debt service on the bonds outstanding during the period, and the maintaining of \$3,000,000 in unencumbered cash reserves as of June 30 and December 31 of each fiscal year.

Interest paid as of December 31, 2024 and 2023, amounted to \$1,679,975 and \$1,799,350 respectively.

The following is a schedule of the future minimum payments under the bond agreement, including mandatory sinking fund requirements as of December 31:

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 2,570,000	\$ 1,554,600	\$ 4,124,600
2026	2,695,000	1,422,975	4,117,975
2027	2,830,000	1,284,850	4,114,850
2028	2,975,000	1,139,725	4,114,725
2029	3,120,000	987,350	4,107,350
2030 – 2034	17,890,000	2,668,975	20,558,975
2035	4,025,000	80,500	4,105,500
Total	<u>\$ 36,105,000</u>	<u>\$ 9,138,975</u>	<u>\$ 45,243,975</u>

## 9. 2019 BONDS PAYABLE

In 2019, OCRRA issued \$10,835,000 in Revenue Bonds, as subordinate lien bonds under the 2015 Master Indenture. The 2019 bonds bear interest at an escalating rate from 3% to 5%. The 2019 bonds have a tiered maturity schedule with annual principal maturations through May 1, 2034. Interest paid in 2024 amounted to \$418,625. These bonds are subject to the covenants contained in the 2015 Master Indenture. Activity relative to the Series 2019 bonds payable for the year ended December 31, 2024 and 2023 was as follows:

	Balance at December 31, <u>2023</u>	<u>Additions</u>	<u>Reductions</u>	Balance at December 31, <u>2024</u>	Due in one year
Series 2019	\$ 8,675,000	\$ -	(605,000)	\$ 8,070,000	\$ 640,000
Bond Premium	\$ 1,037,591	\$ -	(100,412)	\$ 937,179	\$ 100,412
	Balance at December 31, <u>2022</u>	<u>Additions</u>	<u>Reductions</u>	Balance at December 31, <u>2023</u>	Due in one year
Series 2019	\$ 9,255,000	\$ -	(580,000)	\$ 8,675,000	\$ 605,000
Bond Premium	\$ 1,138,003	\$ -	(100,412)	\$ 1,037,591	\$ 100,412

## 9. 2019 BONDS PAYABLE (Continued)

The following is a schedule of the future minimum payments under the Series 2019 supplemental bond agreement as of December 31:

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 640,000	\$ 387,500	\$ 1,027,500
2026	670,000	354,750	1,024,750
2027	705,000	320,375	1,025,375
2028	740,000	284,250	1,024,250
2029	780,000	246,250	1,026,250
2030 – 2034	4,535,000	589,375	5,124,375
Total	\$ 8,070,000	\$ 2,182,500	\$ 10,252,500

## 10. RETIREMENT PLANS

### New York State Employees' Retirement System (NYSERS)

OCRRA participates in the New York State Employees' Retirement System (NYSERS) also referred to as New York State and Local Retirement System (the System). This is a cost-sharing, multiple employer public employee retirement system, providing retirement benefits as well as death and disability benefits. The net position of the System is held in the New York State Common Retirement Fund (the Fund), established to hold all net position and record changes in plan net position allocated to the System. System benefits are established under the provisions of the New York State Retirement and Social Security Law (NYS RSSL). Once an employer elects to participate in the System, the election is irrevocable. The New York State Constitution provides that pension membership is a contractual relationship and plan benefits cannot be diminished or impaired. Benefits can be changed for future members only by enactment of a State statute. OCRRA also participates in the Public Employees' Group Life Insurance Plan (GLIP), which provides death benefits in the form of life insurance. The System is included in the State's financial report as a pension trust fund. That report, including information with regard to the benefits provided, may be found on the following website shown: [www.osc.state.ny.us/retire/publications/index.php](http://www.osc.state.ny.us/retire/publications/index.php) or obtained by writing to the New York State and Local Retirement System, 110 State Street, Albany, New York 12244.

The System is noncontributory for the employees who joined prior to July 27, 1976. For employees who joined the Systems after July 27, 1976, and prior to January 1, 2010, employees contribute 3% of their salary, except that employees in the Systems more than ten years are no longer required to contribute. For employees who joined after January 1, 2010 and prior to April 1, 2012, employees in NYSEERS contribute 3% of their salary throughout their active membership. For employees who joined after April 1, 2012, employees contribute 3% of their salary until April 1, 2013 and then contribute 3% to 6% of their salary throughout their active membership. The Comptroller annually certifies the actuarially determined rates expressly used in computing the employers' contributions based on salaries paid during the System's fiscal year ending March 31.

Contributions for the current year and two preceding years were equal to 100 percent of contributions required, and were as follows:

<u>Year</u>	<u>Amount</u>
2024	\$ 617,645
2023	495,650
2022	403,190

## 10. RETIREMENT PLANS (Continued)

### New York State Employees' Retirement System (NYSERS) (Continued)

#### **Pension Liabilities, Pension Expense, and Deferred Outflows/Inflows of Resources Related to Pensions**

At December 31, 2024 and 2023, OCRRA reported a net pension liability of \$1,582,978 and \$2,280,946, respectively, for its proportionate share of the NYS ERS net pension liability. The net pension asset/liability was measured as of March 31, 2024 and 2023, and the total pension liability used to calculate the net pension liability was determined by the actuarial valuations as of those dates. OCRRA's proportion of the net pension liability was based on a projection of OCRRA's long-term share of contributions to the pension plan relative to the projected contributions of all participating members, actuarially determined. At December 31, 2024 and 2023, OCRRA's proportion was .0107510% and .0106367% respectively. For the years ended December 31, 2024 and 2023, OCRRA recognized pension expense adjustments of \$(24,727) and \$227,485, respectively.

At December 31, 2024, OCRRA reported deferred outflows/inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 509,876	\$ 43,164
Changes of Assumptions	598,488	-
Net difference between projected and actual earnings on pension plan investments	-	773,276
Changes in proportion and differences between OCRRA's contributions and proportionate share of contributions	135,892	29,420
Contributions subsequent to the measurement date	<u>463,234</u>	<u>-</u>
Total	<u>\$ 1,707,490</u>	<u>\$ 845,860</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ended March 31:</u>	<u>Amount</u>
2025	\$ (261,243)
2026	331,649
2027	482,162
2028	(154,172)
2029	-
Thereafter	-
Total	<u>\$ 398,396</u>

OCRRA recognized \$463,234 as a deferred outflow of resources related to pensions resulting from contributions made subsequent to the measurement date of March 31, 2024, which will be recognized as a reduction of the net pension liability in the year ended December 31, 2025.

## 10. RETIREMENT PLANS (Continued)

### New York State Employees' Retirement System (NYSERS) (Continued)

At December 31, 2023, OCRRA reported deferred outflows/inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 242,939	\$ 64,058
Changes of Assumptions	1,107,774	12,243
Net difference between projected and actual earnings on pension plan investments	-	13,400
Changes in proportion and differences between OCRRA's contributions and proportionate share of contributions	123,667	67,135
Contributions subsequent to the measurement date	<u>371,738</u>	<u>-</u>
Total	<u>\$ 1,846,118</u>	<u>\$ 156,836</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ended March 31:</u>	<u>Amount</u>
2024	\$ 312,566
2025	(105,667)
2026	480,918
2027	629,726
2028	-
Thereafter	-
Total	<u>\$ 1,317,543</u>

OCRRA recognized \$371,738 as a deferred outflow of resources related to pensions resulting from contributions made subsequent to the measurement date of March 31, 2023, which will be recognized as a reduction of the net pension liability in the year ended December 31, 2024.

### **Actuarial Assumptions**

The total pension liability at March 31, 2024 was determined by using an actuarial valuation as of April 1, 2023, with update procedures used to roll forward the total pension liability to March 31, 2024. The actuarial valuation used the following actuarial assumptions:

	<u>ERS</u>
Inflation	2.9%
Salary increases	4.4%
Investment Rate of Return (net investment expense and inflation)	5.9%
Cost of living adjustments	1.5%

Annuitant mortality rates are based on April 1, 2015 – April 1, 2020 System experience with adjustments for mortality improvements based on the Society of Actuaries' Scale MP-2021.

The actuarial assumptions used in the April 1, 2024 valuation are based on the results of an actuarial experience study for the period April 1, 2015 – April 1, 2020.

## 10. RETIREMENT PLANS (Continued)

### New York State Employees' Retirement System (NYSERS) (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected return, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and estimates of arithmetic real rates of return for each major asset class are summarized below:

Asset Class	Target Allocation	Long-term Expected Rate of Return
Domestic Equity	32.0%	4.00%
International Equity	15.0	6.65
Private Equity	10.0	7.25
Real Estate	9.0	4.60
Opportunistic/Absolute Return	3.0	5.25
Credit	4.0	5.40
Real Assets	3.0	5.79
Fixed Income	23.0	1.50
Cash	1.0	.25
Total	100%	

The real rate of return is net of the long-term inflation assumption of 2.90%.

#### **Discount Rate**

The discount rate used to calculate the total pension liability was 5.9%. The projection of cash flows used to determine the discount rate assumes that contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially. Based upon the assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

#### **Pension Plan Fiduciary Net Position (000's)**

The components of the current-year net pension liability of the employers as of March 31, 2024 were as follows:

Total pension liability	\$ 240,696,851
Net position	<u>225,972,801</u>
Net pension liability (asset)	<u>\$ 14,724,050</u>
ERS net position as a percentage of total pension liability	<u>93.88%</u>



## 10. RETIREMENT PLANS (Continued)

### New York State Employees' Retirement System (NYSERS) (Continued)

#### **Sensitivity of the Proportionate Share of the Net Pension Liability to the Discount Rate Assumption – December 31, 2024**

The following presents OCRRA's proportionate share of the net pension liability calculated using the discount rate of 5.90, as well as what the OCRRA's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (4.9%) or 1% higher (6.9%) than the current rate:

	1% Decrease (4.9%)	Current Discount (5.9%)	1% Increase (6.9%)
Proportionate Share of Net Pension liability (asset)	\$ 4,977,043	\$ 1,582,978	\$ (1,251,771)

### New York State Employees' Retirement System (NYSERS) (Continued)

#### **Sensitivity of the Proportionate Share of the Net Pension Liability to the Discount Rate Assumption – December 31, 2023**

The following presents OCRRA's proportionate share of the net pension liability calculated using the discount rate of 5.90, as well as what the OCRRA's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (4.9%) or 1% higher (6.9%) than the current rate:

	1% Decrease (4.9%)	Current Discount (5.9%)	1% Increase (6.9%)
Proportionate Share of Net Pension liability (asset)	\$ 5,512,067	\$ 2,280,946	\$ (419,032)

#### **Deferred Compensation Plan**

Several of OCRRA's employees elect to participate in the New York State Deferred Compensation Plan under Section 457 of the Tax Law.

## 11. OTHER POSTEMPLOYMENT BENEFITS (OPEB)

#### **Health Insurance Benefits**

In addition to providing pension benefits, OCRRA provides health insurance benefits to certain retired employees and their spouses and beneficiaries, hired before April 10, 2002, between the ages of 55 and 65 under a single-employer defined benefit healthcare plan, the OCRRA Postretirement Healthcare Benefits Plan. The plan is administered by OCRRA. OCRRA's Board of Directors has the authority to establish and amend the plan's benefits.

#### **Funding Policy**

Eligible employees who retire from employment between the ages of 55 and 61 may waive their COBRA rights and continue their health insurance benefits (exclusive of dental coverage) by paying the full cost of the coverage. These employees at age 62 may continue coverage until they become Medicare eligible by paying 25% of the coverage with OCRRA contributing the other 75% of premiums for eligible retired plan members and their spouses. Once these employees are eligible for Medicare they lose their coverage and receive payments equal to \$50 per month until their death. The payments are intended to offset the cost of Medicare supplemental benefits, but retirees are not required to use the payments for that purpose. Represented employees hired after January 1, 2002, and non-represented employees hired after April 10, 2002 are not eligible for any postemployment benefits.



## 11. OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

### Annual OPEB Cost and Net OPEB Obligation

OCRRA's annual other postemployment benefit (OPEB) cost is calculated based on the net OPEB obligation and the estimated amortization years remaining. OCRRA has elected to calculate the OPEB obligation and related information using the alternative measurement method permitted by GASB Statement 75 for employers in plans with fewer than one hundred total plan members. The following table shows the components of OCRRA's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in OCRRA's net OPEB obligation:

Annual required contribution	\$ 5,741
Actuarial adjustment	(55,874)
Contributions made	<u>(5,741)</u>
Decrease in net OPEB obligation	(55,874)
Net OPEB obligation - beginning of year	<u>172,994</u>
Net OPEB obligation - end of year	<u>\$ 117,120</u>
Annual OPEB cost	\$ 15,118
Percentage of annual OPEB cost contributed	100%

OCRRA's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, the net OPEB obligation for the fiscal year 2024 and the two preceding years were as follows:

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
12/31/2022	\$ 20,433	299.32%	\$ 163,464
12/31/2023	24,713	95.37%	172,994
12/31/2024	15,118	37.7%	117,120

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about retirement age and healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

### Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with long-term perspective of the calculations. The valuation is performed December 31 of each year.

## 11. OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

### Methods and Assumptions (continued)

The following simplifying assumptions were made:

- *Retirement age for active employees* - Based on the historical average retirement age for the covered group, active plan members were assumed to retire at age 63.4 years.
- *Marital status* - Marital status of members at the calculation date was assumed to continue throughout retirement.
- *Eligibility* - Retirees are entitled to benefits until the age of 65 years.
- *Healthcare cost trend rate* - The expected rate of increase in healthcare insurance premiums was a rate of 5% with minor fluctuations ending at an ultimate rate of 5% after eight years.
- *Health insurance premiums* - 2024 health insurance premiums for retirees were used as the basis for calculation of the present value of total benefits to be paid.
- *Early Retirees* - Health insurance costs for early retirees were calculated based on actual expenses during 2024 and assumes that each retiree retains their current coverage through the date they become Medicare eligible.

Based on the historical and expected returns of OCRRA's cash and cash equivalents, a discount rate of 4% was used.

## 12. COMMITMENTS AND CONTINGENCIES

### Operating Leases

OCRRA leases land, equipment and office facilities under operating leases. Rental payments under these agreements were approximately \$129,000 and \$122,000 during 2024 and 2023, respectively. Obligations under all cancelable and non-cancelable long-term operating leases are as follows at December 31, 2024:

<u>Year</u>	<u>Amount</u>
2025	\$ 114,800
2026	115,800
2027	61,300
2028	<u>4,800</u>
Total	<u>\$ 296,700</u>

### Financed Purchases:

Since 2017, OCRRA has utilized a municipal finance lease program for the purchase of replacement equipment required for OCRRA operations. These agreements allow OCRRA to preserve cash reserves while purchasing needed equipment in a timely manner. Interest rates on the outstanding agreement is 2.80%. During 2024, OCRRA made principal payments of \$146,331, and interest payments of \$9,319. The net book value of assets under these financed purchases at December 31, 2024 is \$256,358.

## 12. COMMITMENTS AND CONTINGENCIES (Continued)

### Financed Purchases (continued):

The following is an aggregate schedule of future principal and interest payments as of December 31, 2024:

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 150,489	\$ 5,360	\$ 155,849
2026	76,840	1,084	77,924

### Property Stabilization

In 1997, OCRRA approved a property stabilization program to assist a limited number of property owners who live immediately adjacent to the landfill site. Payments under the plan make up a portion of the difference between the fully assessed value of a property and the actual sales price. In 2024 and 2023, no such payments were made.

### Landfill Contracts

OCRRA has a contract with High Acres Landfill for ash disposal through December 2025. The per ton incinerator ash residue disposal charge will range from \$16.95 to \$20.62 over the term of the contract. OCRRA has a contract with Seneca Meadows, Inc. through December 2025, for bypass, ash, and tire disposal. The per ton solid waste/bypass solid waste disposal charge will range from \$29 to \$43 for by-pass, \$24 to \$36 for ash, and \$100 to \$257/ton for tires, over the term of the contract. OCRRA has a contract with Madison County Dept. of Solid Waste for ash disposal through June 2027, with two four-year options thereafter, a per ton incinerator ash residue disposal charge ranging from \$14 to \$15.50 through 2019, and an escalation of 2% per year thereafter. Total costs incurred under all agreements were \$3,611,437 and \$2,674,988 during 2024 and 2023; respectively and are included in landfill contracts on the statements of revenues, expenses and changes in net position.

OCRRA entered into an Interim Host Community Agreement (Interim Agreement) with the Town of Van Buren (Van Buren) in 1998. The Interim Agreement provides for annual payments to Van Buren during the period prior to development of the landfill facility. The Interim Agreement includes provisions for annual increases based upon a five-year rolling average of the Van Buren tax rate. In no case shall such annual increase be greater than 2%, according to the Interim Agreement. The Host Community Interim Agreement was extended pursuant to an automatic renewal provision through the year 2025.

OCRRA recorded payments to Van Buren in the amount of \$62,643 and \$62,631 in 2024 and 2023, respectively.

### Litigation

OCRRA is occasionally a party to various proceedings arising in the normal course of business. There are presently no proceedings pending that would have a significant impact on the financial position of OCRRA.

### Recycling

OCRRA's current contract with a local material recovery facility has certain termination clauses. Should either party cancel this agreement, OCRRA could incur significant expenditures to continue its recycling program.

## **12. COMMITMENTS AND CONTINGENCIES (Continued)**

### **Union Contract**

OCRRA's contract with union employees runs through December 31, 2026.

### **Financial Assurance**

OCRRA maintains several permits and registrations with the NYS Department of Environmental Conservation (NYSDEC). Regulations require that OCRRA calculate and provide financial assurance for closure costs related to these facilities. OCRRA has elected to meet this requirement through a local government financial test. As of December 31, 2024 and 2023, OCRRA's estimated closure costs were \$2,460,261 and \$2,411,520, respectively, related to non-landfill facilities. These costs are recognized in the year a facility's operations cease; or amortized from the date a decision has been made to cease operations through the closure date. More information on these requirements can be found in the NYS DEC Regulations, specifically 6 NYCRR Part 360.

## **13. NATIONAL GRID AGREEMENT**

OCRRA and National Grid participate in an electricity purchase agreement through 2025. National Grid and OCRRA have established the upper limit for the agreement at 243,000,000 Kwh. For calendar years 2016 through 2025, OCRRA receives 77.50% of the market rate. In 2024 and 2023, respectively OCRRA received an annual average sale price of 2.94 and 2.52 cents per kilowatt hour.

## **14. CONCENTRATION**

The top five haulers delivered approximately 57.6% and 57.4% of the total municipal solid waste to OCRRA during the years ended December 31, 2024, and 2023, respectively. These haulers also accounted for approximately 53% and 68% of accounts receivable at December 31, 2024 and 2023, respectively.

## **15. SUBSEQUENT EVENTS**

Subsequent events have been evaluated by management through March 12, 2025, the date the financial statements were available to be issued.

## ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

### REQUIRED SUPPLEMENTARY INFORMATION - SCHEDULE OF FUNDING PROGRESS DECEMBER 31, 2024

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<u>Year</u>	Actuarial Value of <u>Assets</u>	Total OPEB <u>Liability</u>	<u>Funded Ratio</u>
December 31, 2022	-	163,464	0%
December 31, 2023	-	172,994	0%
December 31, 2024	-	117,120	0%

# ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

## REQUIRED SUPPLEMENTARY INFORMATION - PENSIONS FOR THE YEAR ENDED DECEMBER 31, 2024

### Schedule of Proportionate Share of Net Pension Liability (Asset) – in thousands

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Proportion of the net pension liability (asset)	.01%	.01%	.01%	.01%	.01%
Proportionate share of the net pension liability (asset)	\$1,583	\$2,281	(\$875)	\$11	\$3,102
Covered employee payroll	\$4,945	\$4,465	\$3,983	\$3,673	\$3,683
Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	32.01%	51.09%	(21.97%)	84.22%	22.68%
Plan fiduciary net position as a percentage of the total pension liability (asset)	93.88%	90.78%	103.65%	86.39%	96.27%

### Schedule of Proportionate Share of Net Pension Liability (Asset) – in thousands

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Proportion of the net pension liability (asset)	.01%	.01%	.01%	.01%
Proportionate share of the net pension liability (asset)	\$917	\$420	\$1,154	\$2,019
Covered employee payroll	\$4,044	\$3,894	\$4,021	\$3,653
Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	10.78%	28.70%	28.70%	55.26%
Plan fiduciary net position as a percentage of the total pension liability (asset)	98.24%	94.70%	94.70%	90.70%

### Schedule of Contributions, Pension Plans – in thousands

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Contractually required contribution	\$ 492	\$ 496	\$ 403	\$ 547	\$ 535
Contributions in relation to the contractually required contribution	<u>\$ 492</u>	<u>\$ 496</u>	<u>\$ 403</u>	<u>\$ 547</u>	<u>\$ 535</u>
Contribution deficiency (excess)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Covered employee payroll	\$4,945	\$4,465	\$3,983	\$3,673	\$3,683
Contributions as a percentage of covered-employee payroll	9.95%	11.11%	10.12%	14.89%	14.53%

### Schedule of Contributions, Pension Plans – in thousands

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Contractually required contribution	\$ 531	\$ 553	\$ 524	\$ 533
Contributions in relation to the contractually required contribution	<u>\$ 531</u>	<u>\$ 553</u>	<u>\$ 524</u>	<u>\$ 533</u>
Contribution deficiency (excess)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Covered employee payroll	\$4,044	\$3,894	\$4,021	\$3,653
Contributions as a percentage of covered-employee payroll	13.13%	14.20%	13.03%	14.59%

Information for periods prior to the implementation of GASB 68 (prior to 2015) is unavailable and the above-related disclosures will be completed each year going forward as information becomes available.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON  
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

*INDEPENDENT AUDITOR'S REPORT*

Board of Directors  
Onondaga County Resource Recovery Agency  
North Syracuse, New York

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Onondaga County Resource Recovery Agency (OCRRA) as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise OCRRA's basic financial statements, and have issued our report thereon dated March 12, 2025.

***Report on Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered OCRRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of OCRRA's internal control. Accordingly, we do not express an opinion on the effectiveness of OCRRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether OCRRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant

agreements, noncompliance with which could have a direct and material effect on financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

***Purpose of this Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of OCRRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the OCRRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Syracuse, New York  
March 12, 2025



# **RECYCLING/OPERATIONS COMMITTEE MEETING MINUTES**

**February 19, 2025**

**Time: 4:00 p.m. / Location: 100 Elwood Davis Rd.,**

**N. Syracuse NY 13212**

*Members: D. Daley – V. Chair, V. Mangan, L. Hradil, N. Zaccaria, J. Wood, B. Sekarore, N. Jankowski*

Present : D. Daley, L. Hradil, N. Zaccaria, J. Wood, B. Sekarore

Absent : V. Magnan, N. Jankowski

Also Attending: M. Mokrzycki, K. Spillane, R. Czerwiak, T. Palmer, K. Lawton, D. Haas, B. Coleman

Guest(s):

The meeting was called to order at 4:02 PM

Quorum is present.

D. Haas presented a resolution for the purchase of four loader tires. The purpose of this discussion is to obtain consensus to move the resolution to the full Board.

- The Agency has three WA500 loaders.
- One of the three loaders was moved from Ley Creek to Amboy.
- After being used at Amboy, the loader is in need of new tires.
- The Agency recommends the purchase of four foam-filled tires for a cost not to exceed \$23,900 from Industrial Tire of CNY.
- This purchase is not part of the capital plan.

L. Hradil asked why the tires are foam filled.

D. Haas responded that foam filled tires are more resistant to puncture and are more durable.

D. Daley asked that there be two corrections within the resolution. Those changes will be made prior to the March Board meeting.

B. Sekarore motioned and L. Hradil seconded to move the resolution to the full Board for consideration.

A collective ‘aye’ was recorded.

D. Haas presented a resolution to purchase three 48’ walking floor trailers. The purpose of this discussion is to obtain consensus to move the resolution to the full Board.

- The Agency has utilized smaller 42’ steel trailers for transportation and disposal of solid waste from its facilities.
- With the purchase of new trailers, The Agency would like to increase the size of these trailers to 48’ trailers similar to the 48’ steel trailers the Agency purchased last year.

- The new trailers would be 13'6: tall and capable of carrying 116cy.
- The increase in height would increase the overall cubic yardage the trailer could carry increasing efficiency.
- The Agency recommends purchasing three walking trailers from STS of Syracuse, NY at a cost not to exceed \$103,038.
- This purchase is part of OCRRA's capital plan.

There was a brief discussion regarding how many trailers OCRRA has in its fleet.

J. Wood motioned and L. Hradil seconded to move the resolution to the full Board for consideration.

A collective 'aye' was recorded.

D. Haas presented a resolution to pay for the lease of a Volvo Excavator. The purpose of this discussion is to obtain consensus to move the resolution to the full Board.

- In August 2024, following a DEC visit to our Amboy site, it was determined that both sites were out of compliance. DEC cited pile height and widths did not meet regulations.
- To address the issue the agency determined that renting an excavator would assist in getting the sites back into compliance. Utilizing an excavator with a grapple was the most effective solution to expedite material processing and bring the piles back into DEC compliance.
- The use of the excavator increased production and efficiency, but the lease cost extended beyond the Executive Director's signing authority
- The Agency recommends authorizing the Executive Director to pay an additional \$5,000 with a total not to exceed \$25,000 for the entire rental cost of the Volvo Excavator from Alta Equipment. The equipment has already been returned to the vendor.

D. Daley asked that corrections be made to the resolution. Those changes will be made prior to the March Board meeting.

There was a brief discussion regarding excavator attachments and possibly purchasing an excavator for use at both compost sites.

L. Hradil motion and N. Zaccaria seconded to move the resolution to the full Board. Those changes will be made prior to the March meeting.

A collective 'aye' was recorded.

D. Haas presented a resolution for the purchase of a forklift. The purpose of this discussion is to obtain consensus to move the resolution to the full Board.

- The Agency has been operating with an older forklift.
- The unit is significantly outdated and it broke down and cannot be repaired.
- With the purchase of a new forklift, the Agency is recommending increasing the size of the unit and the attachments that go with it.
- Utilizing pricing through Sourcewell, the Agency recommends purchase from Alta Equipment. Alta can provide a 58% discount by using Sourcewell pricing at a cost not to

exceed \$46,079. The cost of this piece of equipment is eligible for 50% reimbursement from NYS.

There will be a correction made to the resolution prior to the March Board meeting.

B. Sekarore motioned and J. Wood seconded to move the resolution to the full Board.

A collective 'aye' was recorded.

K. Lawton mentioned that OCRRA is preparing for the Home and Garden show at the NYS Fairgrounds in March.

B. Sekarore motioned, and N. Zaccaria seconded to adjourn the meeting.

A collective 'aye' was recorded.

The meeting was adjourned at 4:30 pm.

Meeting minutes were taken by R. Czerwiak

Resolution No. \_\_\_\_\_, 2025

**RESOLUTION AUTHORIZING THE PURCHASE OF FOUR LOADER TIRES**

**WHEREAS**, the Onondaga County Resource Recovery Agency is in immediate need of four foam filled tires on rims for an Agency compost loader and has solicited competitive quotes, pursuant to the Agency's procurement policy and in accordance with the appropriate tire specifications; and

**WHEREAS**, the Recycling and Operations Committee is recommending that the Agency purchase the four loader tires from the low quote from Industrial Tire of CNY at a total cost of \$23,990; now, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency hereby authorizes its Executive Director to enter into a purchase order for the purchase of four foam filled rubber loader tires and rims from Industrial Tire of CNY at a total cost not to exceed \$23,900. This Resolution shall take effect immediately.

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

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

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

# RESOLUTION BRIEF

## Resolution Authorizing Executive Director to Purchase Four Tires for Amboy Komatsu WA500 Loader

*March 12, 2025*

The Agency has three WA500 loaders. Two are utilized at RCR and one was stationed at Ley Creek. The oldest loader was used at Ley Creek to load metals and tires being stored at Ley Creek after its closure. Towards the end of 2024 that practice ended. At that point the WA500 was moved from Ley Creek to Amboy. The agency determined that the best suited location for the third WA500 loader is at Amboy in compost. The larger equipment at the Amboy site provides staff equipment to use to manage pile sizes and maintain compliance. The WA500 loader being used at Amboy needs new tires. The agency is recommending the purchase of four new tires that are foam filled. After receiving pricing for the new tires, foam filled, installation and disposal it is recommended that the agency purchase the tires from Industrial Tire of CNY for a price of \$23,990.



### **Facts at a Glance:**

Replacement tires, foam filled, installation and disposal of old tires.

For WA500 loader at Amboy.

Price: \$23,990

In Capital Plan: No

Financing Options: Cash Purchase

### **Management Recommendation:**

Management recommends authorizing the purchase of four tires, foam filled, installation and disposal of old tires for \$23,990 from Industrial Tire of CNY.

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR  
TO PURCHASE TRANSFER TRAILERS FROM SYRACUSE TRAILER  
SERVICE**

**WHEREAS**, the Onondaga County Resource Recovery Agency is anticipating the need for additional open top waste trailers for its Transfer Operations and included the cost of the trailers in its Capital Plan for 2025; and

**WHEREAS**, the Agency obtained pricing for these trailers through Sourcewell, a purchasing consortium, pursuant to the Agency's Procurement Policy, and

**WHEREAS**, the Recycling and Operations Committee reviewed the proposal provided from STS of Syracuse, New York, as a local dealer based on prices from Sourcewell, and has recommended that the Agency purchase three (3) trailers from STS at a price of \$103,038 per trailer for a total cost of \$309,114; now, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency hereby authorizes its Executive Director to purchase three (3) transfer trailers STS of Syracuse, NY at a price not to exceed \$309,114. This Resolution shall take effect immediately.

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

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

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

# RESOLUTION BRIEF

## Resolution Authorizing Executive Director to Purchase Three 48' Aluminum Walking Floor Trailers from STS of Syracuse, NY

*March 12, 2025*

The Agency has utilized smaller 42' steel trailers for transportation and disposal of solid waste from its facilities. The original intention of the 42' trailers was to transfer waste to the WTE facility, but dump trucks are utilized for that process now and the 42' trailers have been utilized for moving ash. Trailers are also being utilized for transporting waste to landfills, but we are not maximizing our opportunity.

With the purchase of new trailers, the Agency is recommending increasing the size of these trailers to 48' trailers. The new trailers will be 13'6" tall and capable of carrying 116cy. The increase in height increases the overall cubic yardage the trailer can carry and maximizes each trip to a landfill. Increasing the volume of our loads by more than 9% and maximizing our equipment to the legal operating length within NYS. Aluminum trailers provide a lighter option which will help maximize fuel efficiency as well. OCRRA identified the need for three new trailers as part of the 2025 Capital Plan.

The Agency identified three 48' MAC waste trailers. The trailers can be procured utilizing the Sourcewell consortium and its discounted pricing. Local dealer Syracuse Trailers Sales Service Leasing Inc. participates with Sourcewell and can provide the trailers and the discounted pricing.



### **Facts at a Glance:**

2025 48' trailer  
Price: \$103,038  
In Capital Plan: Yes  
Financing Options: Cash Purchase  
Sourcewell: MAC Trailer 092922-MCT

### **Management Recommendation:**

Management recommends authorizing the purchase of three 48' aluminum walking floor trailers.

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO PAY FOR LEASE OF  
EXCAVATOR FOR COMPOST**

**WHEREAS**, the Onondaga County Resource Recovery Agency leased a Volvo excavator from Alta Equipment in order to assist with the processing of excess materials at its compost sites and address a notice of violation from the New York Department of Environmental Conservation; and

**WHEREAS**, the Agency required the use of this excavator throughout the remainder of the 2024 calendar year and it was returned on January 27, 2025 but the total cost for the lease for this time period will exceed the Executive Director's signing authority by approximately \$5,000; and

**WHEREAS**, after review of the costs associated with this lease, the Recycling and Operations Committee recommends that the Agency's Executive Director be authorized to pay an additional \$5,000 more than his signing authority for the total costs of this lease not to exceed \$25,000; now, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency does hereby authorize its Executive Director to pay Alta Equipment of Syracuse, New York for the lease of a Volvo excavator for a cost not to exceed \$25,000 for the total lease period. This Resolution shall take effect immediately.

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

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

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



# RESOLUTION BRIEF

## Resolution Authorizing Executive Director to Submit Payment Volvo Excavator Rental from Alta Equipment

*March 12, 2025*

In August 2024, following a DEC visit to our Amboy and Jamesville facilities, it was determined that both sites were out of compliance. DEC pile height and widths did not meet regulations. This was due to an unexpected influx of material to both compost sites.

To address this issue, the Agency determined renting an excavator would assist in getting the sites back into compliance. Utilizing an excavator with a grapple was the most effective solution to expedite material processing and bring the piles at both facilities back into DEC compliance. The use of the excavator allowed us to feed the grinder at twice the speed of a frontend loader, increasing production efficiency by 50%. To meet our production goals, we rented the machine for a total of five full months and an additional 13 days into the sixth month, which was prorated.

After receiving pricing quotes, the best rental rate came from Alta Equipment of Syracuse. The total cost, including freight, amounted to approximately \$25,000. The Agency is requesting approval for an additional \$5,000 to cover costs exceeding the \$20,000 threshold.



### Facts at a Glance:

Volvo Excavator Rental from Alta Equipment  
Price: \$25,000  
Need approval for \$5,000  
In Capital Plan: No  
Financing Options: Cash Purchase

### Management Recommendation:

Management recommends authorizing the executive director to pay an additional \$5,000 and a total not to exceed \$25,000 for the rental of the Volvo Excavator from Alta Equipment.

Resolution No. \_\_\_\_\_, 2025

**RESOLUTION AUTHORIZING THE PURCHASE OF FORKLIFT**

**WHEREAS**, the Onondaga County Resource Recovery Agency is in immediate need of a fork lift to replace a fork lift at the Amboy compost that cannot be repaired and solicited pricing through Sourcewell in accordance with the Agency purchasing guidelines; and

**WHEREAS**, the Recycling and Operations Committee is recommending that the Agency purchase a Hyster-Yale H60A forklift from Alta Equipment of Syracuse at a cost of \$46,079, with 50% of the cost of the forklift being grant eligible for reimbursement from New York State; now, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency hereby authorizes its Executive Director to enter into a purchase order for the purchase of a Hyster-Yale H60A forklift from Alta Equipment at a total cost of \$46,079.00. This Resolution shall take effect immediately.

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

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

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

# RESOLUTION BRIEF

## Resolution Authorizing Executive Director to Purchase 2025 Hyster-Yale H60A Forklift for Compost

*March 12, 2025*

The Agency has been operating with an older forklift for quite some time. The equipment is significantly outdated and cannot be repaired. It was determined that replacement parts for the unit are no longer available. It is recommended that the agency replace the forklift at the Amboy compost site.

With the purchase of a new forklift, the Agency is recommending increasing the size of the unit and the attachments that go along with it. The new unit will have longer forks which will better suit the needs of the compost site for loading and unloading trucks, customers, etc.

Utilizing pricing provided through Sourcewell, the Agency identified a forklift that suits the needs of the compost site. The Hyster-Yale H60A forklift is available through Alta Equipment. Alta can provide the agency with a 58% discount by using Sourcewell pricing for this piece of equipment.



### **Facts at a Glance:**

2025 Hyster-Yale H60A  
Price: \$46,079  
In Capital Plan: No  
Financing Options: Cash Purchase  
Sourcewell: 053024-HYS

### **Management Recommendation:**

Management recommends authorizing the purchase of a 2025 Hyster-Yale H60A forklift.

Sourcewell discount 58%

1400 Sullivan Drive  
Greenville, NC 27834



MODEL: H60A

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	Onondaga County Resource Recovery Agency		
SHIP-TO ADDRESS	100 Elwood Davis Rd, Syracuse, New York 13212		
CONTACT NAME	Brian Cole	TITLE	OCRRA Compost Manager
PHONE	315-952-6150		
PROPOSED BY	Josh Sheppard	TITLE	Sales Account Representative – Gov’t Sales
PHONE	(252) 420-8192	EMAIL	josh.sheppard@hyster-yale.com
DATE	2025-02-07	Quote Expiration	2025-04-07



## Quoted Model: H60A Available Features

Hyster® H60A Lift Truck - 6,000 lb. Nominal Capacity, Class V

### Proposal Summary

Included Items	Description
Model	Hyster® H60A Lift Truck - 6,000 lb. Nominal Capacity, Class V
Construction	Keyswitch Start  HD Cooling Package with 3-Row Radiator and Hydraulic Oil Cooler  Noise Reduction Package
Powertrain	Engine -- Yanmar 2.1L Turbocharged Diesel with DOC (59hp)  Brakes - Self Energizing Drum  Foot-Applied, Hand-Released Parking Brake  Single Pedal Inch/Brake Arrangement  Electronic Powershift Transmission
Powertrain Options	Heavy Duty High Air Intake  Low Exhaust  UL Label - Classification Type D  Fuel Cap - Non-lockable
Powertrain Accessories	System Monitoring
Mast	2 Stage Limited Free Lift Mast - Class III - 125" (3180mm) Maximum Lift Height - 89" (2245mm) Overall Lowered Height [Premium]  Mast Tilt - 6° Forward / 6° Back
Carriages & Attachments	42" (1067mm) Wide - Class III - Hook Type Integral Sideshifting Fork Positioner Carriage [Premium]  48" (1220mm) High Load Backrest Extension
Forks	42" Long x 2" Thick x 4.9" Wide (1067mm x 50mm x 125mm) - Class III Hook Type - Standard Taper Forks
Hydraulics	4 Function (2 Auxiliary) Hydraulic Control Valve [Premium]  Mechanical Lever Hydraulic Controls - Cowl Mounted  Fixed Displacement Gear Pump  Engine Driven Cooling Fan
Hoses	2 Auxiliary Function Hose Group - 4 Hoses Internally Mounted
Wheels & Tires	Standard Tread Width



	Drive Tires - 28 x 9-15 14 - Pneumatic - Premium
	6.50 x 10-12 Pneumatic Steer Tires
Operator Compartment	85" Figure 8 Tube
	Grid Style Overhead Guard
	Mirrors - Dual Side View - Mounted on the Left and Right Side of Overhead Guard
	2.8" (71mm) Color Touchscreen Display
	Console Tray
	Dynamic Stability System
	Operator Fan
	Rear Drive Handle with Horn Button
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column
	3-Spoke Steering Wheel with Spinner Knob
	Steer Column with Infinitely Adjustable Tilt
	On Demand Hydrostatic Power Assist Steering
Seat	Full Suspension Vinyl Seat [Premium]
	Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)
Chassis Options	Metal Belly Screen
	Hood
	Drive Axle String Cutter
Telemetry	Hyster Tracker Wireless Monitoring - AT & T
Lights & Alarms	Blue LED Pedestrian Awareness Spot Light - Rear
	Continuous Pedestrian Awareness Spot Light control
	Manual Work Light Control
	LED Work Lights - 2 Front [Premium]
	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)
	Amber Strobe Light - Ignition Activated
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels
Dealer	<b>Dealer to Foam Fill Tires</b>

1400 Sullivan Drive  
Greenville, NC 27834



Total Investment

Price Delivered Each	\$46,079.00		
Quoted Quantity	1	TOTAL:	\$46,079.00

Proposal By:	Josh Sheppard	Accepted By:	
Signature:		Signature:	
Date Signed:		Date Accepted:	
		PO Number:	



## Terms and Conditions

In consideration of the sum of \$2.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows.

1. Offer of Sale. Offers of sale are based on the terms and conditions found on the front page(s) of this proposal and those provided below. Unless otherwise provided in the proposal, an offer is valid for 30 days. Orders placed by Customer directly or through an approved third-party lessor will constitute an acceptance of these terms and conditions of sale.
2. Orders.
  - a. Customer may place orders in any mutually agreeable manner. The purchase order will indicate the Products, options, quantity, price, requested delivery dates, "bill to" and "ship to" addresses, tax exempt certifications, if applicable, and any other special instructions. All purchase orders and any contingencies contained in any order are subject to acceptance by Supplier. The prices in Supplier's order acknowledgment are subject to adjustment pursuant to Section 3(a). Supplier may in its discretion accept or decline orders.
  - b. Either party may cancel a purchase order if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or any insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.
  - c. If Customer intends to lease the Products from a third-party lessor, Customer must first obtain Supplier's written consent, which will be subject to, among other things, Supplier's approval of the identity of the third-party lessor and Supplier's receipt of assignment documentation in form and in substance satisfactory to Supplier. Notwithstanding any such assignment, Customer will remain obligated to purchase and/or pay for the Products if Customer's third-party lessor fails to perform its obligations. In the event Products are ready for shipment by Supplier without an order confirmation from Customer's lessor, or lessor fails to pay, Customer authorizes shipment of the Product to Customer, and Customer agrees to pay Supplier the full purchase price net 30 days from the date of invoice.
  - d. Customer may only cancel an order which has been accepted by Supplier (i) prior to 5 business days after Supplier's acknowledgement of the order, (ii) pursuant to Section 2(b) above, or (iii) if Supplier applies a surcharge greater than 3% to an order after order acknowledgment as set forth in Section 3(a) (i.e., the list price increased by more than 6%), below, in which case Customer may cancel the order within 5 business days of having been notified of the surcharge. Otherwise, Customer may cancel or modify an order only with Supplier's written agreement in its sole discretion. If Supplier agrees to cancel or modify an order, as a condition to such modification or cancellation Customer may be required to pay Supplier's reasonable costs and expenses resulting from the change or cancellation or, alternatively, an administrative charge in the minimum amount of \$250 per change (per request per unit). Changes may also result in rescheduling of customer acknowledgement dates.
3. Prices. Prices quoted by supplier are subject to change without notice.
  - a. For orders with a customer acknowledgement date six months or more after the original order date, if Supplier increases its list price after issuing an order acknowledgment, Supplier reserves the right to apply (not later than eight weeks prior to the customer acknowledgement date) a surcharge to the price payable by Customer equal to the amount by which the list price increases cumulatively exceed three percent (3%).
  - b. Section 3(a), above, does not apply to Products with the letters "XD," "DF," or "EF," in the model designation that are delivered to Customer in the United States, Canada, Mexico, South, Central or Latin America.
  - c. To the extent third party vendors of batteries, chargers, attachments, or other accessories with separate line items in the proposal increase prices after Supplier has acknowledged an order and prior to the customer acknowledgement date, Supplier reserves the right to increase the price for those items proportionately.
4. Payment. Payment terms for all products shall be Net 30 days from date of invoice. Customer shall pay all applicable sales tax, including without limitation, applicable G.S.T/H.S.T. and provincial sales taxes, installation and freight charges. If Customer fails to make any payment when due, there will be a monthly service charge of one and one-half percent (1.5%) of the total amount due (equivalent to an annual effective rate of 18% per year) or the maximum legal rate allowed by law, whichever is less. Supplier reserves a security interest in the products until payment in full has been collected and Customer agrees to notify supplier prior to relocation of any product in which supplier has a security interest. Customer shall execute any other document, including a financing statement, security agreement, or other document similar to the UCC-1, necessary to perfect supplier's security interest in the products. Customer authorizes supplier to file at Customer's expense any financing statement relating to the products without Customer's signature, except where prohibited by law.
5. Availability/Supplier Cancellation. Products are subject to availability. Supplier may refuse any order and may cancel any order or any part of an order at any time and for any reason (including without limitation if it would be economically detrimental to the Company to complete such order or delivery due to material changes in market conditions) without penalty, and supplier's sole obligation shall be to return any down payment paid by Customer. If Customer is delinquent in the payment of any invoice, or is otherwise in breach of this agreement, supplier may withhold shipment (including partial shipments) of any order or may require Customer to prepay for further shipments. Supplier retains the right to suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to supplier when, in its opinion, the financial condition of Customer, or other grounds for insecurity warrant such action.
6. Delivery. All products purchased or leased by Customer pursuant to this agreement will be shipped and risk of loss shall pass to Customer, FCA Destination, Incoterms® 2020, freight prepaid and added for deliveries in the United States and Canada, and DAP foreign port of entry, Incoterms® 2020, freight prepaid and added for deliveries to Mexico, South, Central, or Latin America. Freight will be prepaid and added to the invoice. Freight charges included in order acknowledgments are estimates and may be adjusted at the time of invoicing to reflect increases in transportation costs. An estimated shipping date will be established by Supplier upon receipt of orders. Supplier assumes no liability for loss, damage, including consequential damage, due to delays. Supplier will notify Customer of any anticipated delay. Supplier reserves the right to deliver the order in installments. Each installment may be invoiced separately, and Customer will pay each invoice when due. Delay in delivery of any installments shall not relieve Customer of its obligations to accept remaining installments. Products must be installed by an authorized dealer and must be placed in an environment that conforms to the manufacturer's specifications and requirements.
7. Warranty. Supplier warrants each new product sold pursuant to this agreement to be free of defective material and workmanship under proper use





and service, in accordance with the terms of the warranty statement published by supplier in effect at the time of delivery of the product. Except as specifically provided in a written warranty statement provided with a product, SUPPLIER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. SUPPLIER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Customer's sole remedy and Supplier's liability is limited to the remedy provided in the warranty statement. In the event any parts and/or structural components or appurtenances of a product are altered or modified by Customer without the express written consent of supplier, any and all warranties shall immediately cease and terminate.

8. Limitation of Liability. NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

9. Product Returns. Products shall not be returned to supplier without its written consent. All costs of return shall be the responsibility of Customer.

10. Data Sharing. Customer agrees that Supplier may process the business contact information of your employees and information about you as a legal entity ("Contact Information") in connection with Supplier products and services or in furtherance of our business relationship with you. Contact Information can be stored, disclosed internally and processed by Supplier and its subsidiaries, business partners and subcontractors wherever they do business, solely for the purpose described above, provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, Customer represents that they have notified and obtained the consent of the individuals whose Contact Information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their Contact Information to Supplier who will then comply with those requests.

11. Applicable Law. For delivery of Products to the United States, Mexico, South, Central, or Latin America, this agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of law rules. Any action or claim arising out of or relating to this Agreement may only be brought in the state or federal district court for Cuyahoga County, Ohio. For delivery of Products to Canada, this agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any action or claim arising out of or relating to this agreement may only be brought in the Province of Ontario. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum. If Customer fails to pay any amounts due to Supplier, Customer shall pay Supplier's costs and expenses of collection, including attorney's and legal fees.

12. Exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in accordance with Article 6 of the Convention.

13. Anti-Bribery and International Trade. (a) Customer shall comply with all applicable anti-bribery, anti-corruption, and anti-kickback laws, including the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any laws of similar effect applicable in the jurisdictions where the Customer conducts business ((collectively 'Anti-Corruption Laws'). Customer acknowledges that these laws may govern conduct occurring outside the United States and United Kingdom. (b) Customer shall comply with all applicable anti-money laundering laws, including the U.S. Currency and Foreign Transactions Reporting Act of 1970 as amended by Title III of the USA PATRIOT Act, the U.S. Trading with the Enemy Act, U.S. Executive Order No. 13224 on Terrorist Financing, 2017 United Kingdom Money Laundering Regulations, and any other law of similar effect applicable in the jurisdictions where it conducts business (collectively 'Anti-Money Laundering Laws'). (c) Customer shall comply with all applicable economic sanctions, export controls, and other restrictive trade measures imposed by the United States, European Union, and United Kingdom, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ('OFAC'), the laws and regulations enforced by the United Kingdom's Export Control Office ('ECO') and Office of Financial Sanctions Implementation ('OFSI'), and any other laws of similar effect applicable in the United States or other jurisdictions where Vendor operates (collectively 'Export Control Laws') (d) Each of the foregoing restrictions with respect to Anti-Corruption Laws, Anti-Money Laundering Laws, and Export Control Laws shall be in addition to any other restrictions on the Customer's sale or transfer of the Products that may exist in any separate written agreement between the Vendor and the Customer and shall be subject to any provisions that may exist in any such separate written agreement regarding receipt of a license from the government of the United States of America to consent to such sale or transfer.

14. Confidentiality. Each party shall hold the information it receives in confidence, including, but not limited to, pricing, rebates, and the terms and conditions of this agreement, and shall protect it using at least the same degree of care it uses to protect its own proprietary and confidential information, but in no event may either party use less care than a reasonably prudent person in a like situation. Neither party shall disclose or permit access to the confidential or proprietary information of the other party without the disclosing party's prior written permission, except for supplier's authorized dealers and each party's legal, insurance, and accounting advisors, as appropriate. Any proprietary information concerning supplier, its products, data, documentation, services, or manufacturing processes disclosed to the Customer incident to the performance of this agreement remain the property of supplier, and no rights are granted to Customer in the same. Supplier's confidential information may be used by Customer solely to use or service the products.

15. Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any assignment without consent shall be null, void and of no force or effect. Notwithstanding anything contained herein, upon notice to the other party, this Agreement may be assigned to a party's parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering..

16. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

17. Supplier's Agents. No agent, employee, representative or dealer of Supplier has any authority to bind Supplier to any affirmation, promise, representation, or warranty concerning any of the Products.

18. Notices. Any notices required or permitted to be given shall be in writing and shall be personally delivered by a recognized overnight courier: to Customer at the address provided to Supplier by Customer; to Supplier at 1400 Sullivan Drive, Greenville, NC 27834.

19. Originals. The parties agree that for any transactions subject to this Agreement, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created under this Agreement may be maintained in an electronic document storage system, a copy of which shall be considered an original. The parties agree not to raise any objection to the authenticity of this Agreement or any document created, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.

20. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed

1400 Sullivan Drive  
Greenville, NC 27834



severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.

21. Language: The parties hereto have expressly required that this agreement and all documents, agreements and notices related hereto be drafted in English language. Les parties aux présentes ont expressément exigé que le présent bon de commande et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

22. Entire Agreement/Modifications. Except as provided above, nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms or conditions to the sale of Products by Supplier to Customer pursuant to this agreement. The parties agree that the terms and conditions of any order placed by Customer shall be governed only by these terms and conditions. This Agreement and any exhibits, is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations and proposals. No provisions of this agreement shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification is in writing and signed by a duly authorized representative of the parties

1400 Sullivan Drive  
Greenville, NC 27834



## **Hyster-Yale Materials Handling - Contract and Ordering Information**

### **Company Address:**

Hyster-Yale Materials Handling, Inc.  
1400 Sullivan Drive  
Greenville, NC 27834

### **Government Sales Office (mailing address for order submission):**

Carl Traub  
Hyster-Yale Materials Handling, Inc.  
PO Box 531401  
Livonia, MI 48153

Manager, Government Sales:	Carl Traub
Phone number:	(248) 924-2640
Cell Phone	(252) 347-5724
Fax number:	(248) 287-4500
Email Address	carl.traub@hyster-yale.com

<b>Business Size:</b>	Large
<b>TIN:</b>	93-0160700
<b>DUNS #:</b>	55-657-9006
<b>CAGE Code:</b>	30076
<b>Unique Entity ID:</b>	D8QCWPDLPN98
<b>NAICS:</b>	333924

<b>DLA Contract</b>	SPM8EC-23-D-0001 exp, 10/25/27 Contact: Robert Spadaro - (215) 737-8253
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<b>GSA Contract</b>	47QMCA20D001G exp. 3/30/2025
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<b>Sourcewell Contract</b>	053024-HYS exp. 7/23/2028
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<b>Payment Terms:</b>	NET 30
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### **Remittance address:**

#### **First Class Mail:**

Hyster-Yale Materials Handling, Inc.  
c/o Bank of America Lockbox Services  
P.O. Box 74008435  
Chicago, IL 60674-8435

#### **Electronic Funds Transfer:**

Bank of America  
100 West 33rd Street  
New York, NY 10001

Account Name:	Hyster-Yale Materials Handling, Inc.
Transit routing number:	071-000-039
Depositor account number:	8670101751
BIC CODE:	BOFAUS3N

# ADMINISTRATION COMMITTEE MEETING MINUTES

February 25, 2025

Time: 4:00 p.m. / Location: 100 Elwood Davis Rd., N. Syracuse NY 13212  
Admin Members: *B. Page (Chair), J. Driscoll, M. Jennings, E. Bough Martin, G. Popps, A. Rodriguez, B. Stacer*

Attending: B. Page, G. Popps, J. Driscoll, A. Rodriguez, E. Bough Martin, M. Jennings

Absent: B. Stacer

Also Attending: M. Cirino, M. Mokrzycki, K. Spillane, R. Czerwiak, T. Palmer

Guests:

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The meeting was called to order by Chair B. Page at 4:02 PM.

Quorum is present.

M. Mokrzycki presented a resolution to purchase insurance policies for the Agency. The purpose of this discussion is to obtain consensus to move the resolution to the full Board for approval.

- OCRRA has previously appointed Brown and Brown as its broker of record for most of the Agency's insurance.
- This does not include WTE insurance or Worker's Compensation.
- The overall collective premium is up 12%, some of this increase due to the addition of new equipment and the replacement value of that equipment
- The Broker's Service fee remains the same as last year.
- Policy premium beginning April 2025 is \$346,715.

There was a brief discussion regarding deductibles and individual coverages.

E. Bough Martin motioned, and A. Rodriguez seconded to move the resolution to the full Board for consideration.

A collective 'aye' was recorded.

M. Mokrzycki presented a resolution approving Investment Guidelines and Investment Report for 2024. The purpose of this discussion is to obtain consensus to move the resolution to the full Board for approval.

- Formal Investment Guidelines to protect and safeguard Agency investment assets were adopted in 1991.
- The 2024 Annual Investment Report and Investment Guidelines were submitted by staff and it found that the Investment Report properly reflects the financial investments of the Onondaga County Resource Recovery Agency during 2024 and also found compliance of those Agency investments with the updated Agency Investment Guidelines.

M. Cirino added her independent audit report.

- The report finds that OCRRA is in compliance with all requirements.
- The bank signatures cards were unable to be located so they were not audited or included in the report. The cards are replaceable by request and are held at the bank.

G. Popps motioned and J. Driscoll seconded to move the resolution to the full Board for approval.

A collective 'aye' was recorded.

M. Mokrzycki presented a resolution to change the Agency's Civil Service Roster. The purpose of this discussion is to obtain consensus to move the resolution to the full Board for approval.

- The original CICCOC position was filed approximately 15 years ago.
- It has been requested by the Board that the position of CICCOC be reevaluated, and the work activities be restructured into a new position.
- The Agency is seeking to bifurcate the duties of the Compliance Control Officer and the Agency's Internal Audit function in accordance with the New York State Governmental Act of 2005 and the recommendations of the New York State Comptroller in his report in 2016.
- The new position of Compliance Specialist will be created.
- Certain duties of the Confidential Internal Control Compliance Officer, including that of the Agency Ethics Officer and other similar duties related to employee matters, shall be redistributed to Human Resources personnel.
- The CICCOC position and its original job description will be eliminated.

A discussion followed. A request was made by E. Bough Martin to have the report from the Agency Counsel which outlined the findings that led to the required changes in the CICCOC position be distributed to the full Board to provide context for the change and resolution.

M. Jennings motioned and J. Driscoll seconded to move the resolution to the full Board for consideration.

A collective 'aye' was recorded.

New Business:

M. Mokrzycki presented a resolution to change the Agency's Civil Service Roster.

The purpose of this discussion is to obtain consensus to move the resolution to the full Board for approval.

- The Agency is seeking to divide personnel duties in a manner consistent with the needs of the Agency.
- To accomplish this, the Agency wishes to create a new position of "Personnel Specialist", at a grade 40, who shall perform payroll processing duties, employee benefit management functions and report to the Personnel Administrator.
- This would be the addition of one Personnel Specialist and to eliminate one Account Clerk from the Agency Civil Service Roster.

There was no further discussion.

G. Popps motioned and E. Bough Martin seconded to move the resolution to the full Board for consideration.

A collective 'aye' was recorded.

M. Mokrzycki presented the small contracts report.

A discussion followed.

G. Popps moved, and J. Driscoll seconded to adjourn the meeting.  
A collective 'aye' was recorded.  
The meeting was adjourned at 4:35 pm.  
Meeting minutes taken by R. Czerwiak

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO  
PURCHASE INSURANCE POLICIES FOR THE AGENCY  
FOR THE PERIOD BEGINNING APRIL 1, 2025**

**WHEREAS**, the Onondaga County Resource Recovery Agency's Administration Committee did authorize its Executive Director to obtain competitive proposals for comprehensive insurance policies and an employment practices liability policy to properly insure Agency activities including administration, transfer and transport operations, recycling, and compost operations for a one (1) year period beginning April 1, 2025; and

**WHEREAS**, workers' compensation coverage is not part of this competitive package; and

**WHEREAS**, the Administration Committee has recommended that the Agency place these policies with US Specialty Insurance Co. (a member of Tokio Marine US PC) and others, as recommended by its broker, Brown & Brown. The Agency's insurance policies will thus provide coverage for all Agency activities for a one (1) year period beginning April 1, 2025. Pollution Control Insurance is a two-year period through March 31, 2027.

**COVERAGE**

**ALL-IN COST**

Property	14,193
Contractor's Equipment	21,557
Electronic Data Processing	9,489
Crime	1,172
Commercial General Liability	104,999
Public Entity management Liability	13,171
Employment Practices Liability	11,139
Business Automobile & MV Fee	15,956
Commercial Umbrella	49,656
Excess Crime	4,173
Excess Liability	56,000
Owners & Contractors Protective RCR	505
Owners & Contractors Protective T-way Auth.	505
Pollution (2-year policy)	29,564
Cyber Liability	11,595
E&S & NYS Fees	1,370
<b>Total</b>	<b>\$346,715</b>
Broker Fee	\$22,000

Now, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency has elected to obtain the aforementioned insurance coverage for a one (1) year period beginning April 1, 2025 for the stated rate of \$346,715 plus \$22,000 broker fee subject to any adjustment made for OCRRA equipment changes up to a maximum of \$20,000, and that the Executive Director is hereby authorized to purchase through Brown & Brown, previously selected as the Agency's broker of record, coverage from US Specialty Insurance Co. (a member of Tokio Marine US PC) and other insurers for the Agency activities listed above, and to pay the applicable broker fee. This Resolution shall take effect immediately.

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

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

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

# Onondaga County Resource Recovery Agency

## VIII. Premium Summary

### **Premium as Proposed:**

<u>Coverage</u>	<u>2024-2025 Premium</u>	<u>2025-2026 Premium</u>
Package Policy		
A. Property *	\$ 15,419.00	\$ 14,193.00
B. Contractor's Equipment	\$ 17,265.00	\$ 21,557.00
C. Electronic Data Processing	\$ 8,876.00	\$ 9,489.00
D. Crime	\$ 1,107.00	\$ 1,172.00
E. Commercial General Liability	\$ 98,339.00	\$104,999.00
F. Public Entity Management Liability	\$ 10,161.00	\$ 13,171.00
G. Employment Practices Liability	\$ 7,678.00	\$ 11,139.00
H. Business Automobile + MV Fee	\$ 12,214.00	\$ 15,956.00
I. Commercial Umbrella	\$ 37,191.00	\$ 49,656.00
Property TRIA	\$ 344.00	\$ 280.00
GL TRIA	\$ 1,220.00	\$ 1,391.00
NY Fire Fee	\$ 94.59	\$ 87.25
NY MVF	\$ 180.00	\$ 220.00
Excess Crime	\$ 4,014.00	\$ 4,173.00
Excess Liability (25% Minimum Earned)	\$ 52,000.00	\$ 56,000.00
Owners & Contractors Protective – Rock Cut Rd.	\$ 505.00	\$ 505.00
Owners & Contractors Protective T-way Authority	\$ 505.00	\$ 505.00
Pollution Liability (2 Yr. Policy) (25% Min. Earned)	\$ 29,250.00	\$ 29,564.00
Cyber Liability	\$ 11,580.00	\$ 11,595.00
Est. E&S Taxes/Fees	\$ 1,061.50	\$ 1,062.06
Premium Total:	\$307,668.00	\$345,345.00
Taxes & Fee Totals:	\$ 1,336.09	\$ 1,369.31

Payment Plan: Agency Bill - Annual Payment

Carrier applied inflation factor to Property values.

Values decreased from \$17,083,093 to \$ 13,877,802 (Removed 7<sup>th</sup> North St)

General Liability exposure increased from \$24,523,900 to \$25,008,000



# RESOLUTION BRIEF

## Agency Insurance Policy Renewal

*March 12, 2025*

OCRRA has previously appointed Brown and Brown as its broker of record for most of the Agency's insurance lines. These lines run on a 4/1 to 3/31 policy period.

Chris Lane is our current lead broker, and he has provided the following high-level information regarding this year's renewal:

### **Overall:**

- Overall collective premium is up **12.2%**. This is driven primarily by exposure increases. Most carriers took some rate, but there are no areas where this is significant when factoring in the exposure increases and accounting for market conditions. The majority of carriers who were looking to increase rates we were able to push back on to keep this minimal.

### **General Liability (GL)**

- Exposure increase of roughly 2% vs premium increase of 6.7%

### **Business Auto**

- Overall premium for this line of coverage is up roughly 30%
- The increase is almost entirely exposure driven, as the vehicle list has expanded over the course of the current policy term (4 additional power units and 2 additional trailers)
- There was some claim activity (mostly windshield claims) that contributed to the increase as well.

### **Contractors Equipment (including Phys dam)**

- Exposure increase of 61% (\$7,257,811 to \$11,718,282)
- Overall premium increase of only 24%

### **Cyber/Pollution/OCP's/Crime/Excess Crime/EDP**

- Secured relatively flat renewal across all lines

### **Public Entity Mgmt Liability**

- Premium increase from \$10,161 expiring to \$13,171 renewal, or ~29%. This is purely market driven.
- We approached other carriers to see if we could piece this out and find a more premium competitive alternative, but there were no options close to the renewal proposed.

### **Employment Practices Liability (EPLI)**

- Premium Increase from \$7,678 expiring to \$11,139 renewal, or ~45%.
- Increase is driven primarily due to open claim activity

### **Umbrella/ Excess Liability**

- Umbrella Premium is up roughly 33%. This is driven by underlying coverages premium increases addressed above, specifically auto and GL
- Excess is up 7.6%, driven by increase in underlying umbrella.
  - We are seeing (broadly speaking across industries) an average of 3 to 6% increase in excess liability. Given the market conditions, the increases appear to us to be in line with this and the underlying premium increases when contemplating exposure increases.

### **Property**

- While the premium is down, this is primarily reflective of the removal of the 7<sup>th</sup> N ST location.
- The carrier applied a 5% inflation factor to each location increasing the property values. To ensure this was reasonable, we ran replacement cost estimators on all locations and confirmed that the values they are using are acceptable and not inflated.

## BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective April 1, 2025 (the "Effective Date"), is made by and between **ONONDAGA COUNTY RESOURCE RECOVERY AGENCY** ("Company"), and the Syracuse office of **BROWN & BROWN INSURANCE SERVICES, INC.**, ("Broker").

### Background

Company wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the Company, Broker will provide services to the Company as an insurance broker. Company acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Company expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the lines of insurance identified in Schedule A ("Lines of Insurance").

**Nothing in this Agreement shall be construed to impose any obligations on Broker or limitations on Broker's compensation, relative to any lines of insurance or coverages other than as specifically delineated in Schedule A.**

4. **Company Responsibilities.** In consideration of the Services provided by Broker, Company agrees as follows:

(a) Company shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations under this Agreement.

(b) Company shall timely produce and complete accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Company further agrees to provide Broker with notice of any material changes in Company's business operations, risk exposures or in any other material information provided under this Agreement. In addition, Company shall carefully read each insurance policy issued to Company in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. Company is responsible for recommending any changes to insurance policies issued to Company.

(c) Company shall timely pay all premiums and fees.

(d) Company shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event Company intends to allow competing agents or brokers to solicit or market insurance to Company.

5. **Compensation.** In consideration of the Services, Company shall compensate Broker as set forth in Schedule B (the "Broker Services Fee"). With regard to the Broker Services Fee, Company and Broker acknowledge and agree as follows:

(a) **The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Company for the Lines of Insurance.**

(b) It is understood and agreed that Broker, or B&B Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the

balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to Company.

(c) Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Company's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a B&B Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(d) If Company chooses to finance its premiums, Broker may assist Company in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(e) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the Company from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(f) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by Company upon request.

(g) Company acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

6. **Confidentiality.** To the extent consistent with performances of Broker's duties under this Agreement, Broker and Company agree to hold in confidence Confidential Information (defined below). Company acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or Company become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Company may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of New York if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) Company's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) Company's participation in any fraud; or (iii) Company's material failure to properly perform its duties and responsibilities hereunder because of Company's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Company from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Company:

Onondaga County Resource Recovery Agency  
100 Elwood Davis Road  
North Syracuse, New York 13212-4312  
Attn: Mike Mokrzycki

Email: [mmokrzycki@ocrra.org](mailto:mmokrzycki@ocrra.org)

If to Broker:

Brown & Brown Insurance Services, Inc.  
500 Plum Street, Suite 200  
Syracuse, New York 13204  
Attn: Nicholas Dereszynski  
Email: [ndereszynski@bbempirestate.com](mailto:ndereszynski@bbempirestate.com)

With a copy to:

Brown & Brown, Inc.  
300 N Beach Street  
Daytona Beach, FL 32114  
Attn: Legal Department

or such other address as either shall give to the other in writing for this purpose.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **New York Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Onondaga County, New York.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments

referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified

except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and Broker by their respective duly authorized representatives.

**[Remainder of page intentionally left blank – Signature page follows.]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**COMPANY:**

**Onondaga County Resource Recovery Agency**

**BROKER:**

**Brown & Brown Insurance Services, Inc.,**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **SCHEDULE A**

### **BROKER SERVICES**

Subject to the terms of this Broker Services Agreement, Broker shall provide the Services listed below, but only in relation to the following Lines of Insurance: (a) General Liability; (b) Property/ Inland Marine- excluding WTE; (c) D&O/Professional (d) Employment Practices Liability; (e) Crime/Excess Crime; (f) Automobile; (g) OCP; (h) Pollution Liability; (i) Umbrella/Excess Liability.

### **REVIEW AND MODIFY THE FOLLOWING AS APPROPRIATE**

- a. Evaluate Company's business practices with regard to risk and possible transfer of risk to third parties and conduct regular, scheduled meetings with Company to review Company's risk management program.
- b. Review and analyze Company's existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve Company's insurance program.
- c. Analyze current insurance market conditions and advise Company of significant implications for Company's insurance program.
- d. Facilitate, market, and procure quotations from carriers; review and analyze quotations and provide proposals for review by Company.
- e. Secure and bind all coverage accepted by Company.
- f. Coordinate loss prevention services provided by any insurance company with those services provided by Broker.
- g. Analyze past and current claim and loss history information and advise Company of significant implications for Company's insurance program.

## **SCHEDULE B**

### **COMPENSATION**

#### **Broker Services Fee:**

In consideration of the Services, Company shall compensate Broker **in the amount of TWENTY-TWO THOUSAND DOLLARS AND 00/100 (\$22,000.00)** (the "Broker Services Fee"). The Broker Services Fee shall be fully earned and payable upon Company's execution and delivery of this Agreement. The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Company for the Lines of Insurance.

#### **Insurer Commissions:**

Broker agrees that it will not receive any commission for the placement of Company's insurance business pursuant to this Agreement. If Broker receives any such commission payments from an insurer in error or otherwise, Broker agrees to refund the Broker Service Fees in the amount of such commission payment, credit the commission against the Broker Services Fee or take such other action, if any, as shall in all cases comply with applicable law.



**RESOLUTION APPROVING INVESTMENT GUIDELINES AND  
INVESTMENT REPORT OF ONONDAGA COUNTY RESOURCE  
RECOVERY AGENCY FOR CALENDAR YEAR 2024**

**WHEREAS**, the Onondaga County Resource Recovery Agency did, pursuant to Resolution No. 135 of June 12, 1991, adopt formal Investment Guidelines to protect and safeguard Agency investment assets; and

**WHEREAS**, the Administration Committee, at its February 25, 2025 meeting, reviewed the 2024 Annual Investment Report and the Investment Guidelines submitted by staff and found that the Investment Report properly reflects the financial investments of the Onondaga County Resource Recovery Agency during 2024 and also found compliance of those Agency investments with the updated Agency Investment Guidelines; and

**WHEREAS**, the Administration Committee has therefore recommended that the Agency Investment Report for 2024 be approved; now, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency hereby accepts and approves the Investment Report of our Agency's funds and accounts conducted by staff for the calendar year 2024 and authorizes its Treasurer to submit copies of said report to the appropriate officials as required under New York Public Authorities Law Section 2925. The Agency also approves the Agency's existing Investment Guidelines to govern future investments of Agency funds, which guidelines will ensure that those Agency assets are prudently invested and adequately safeguarded. This Resolution shall take effect immediately.

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

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

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

# **2024 Annual Investment Report**

## **Table of Contents**

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# OCRRA 2024

## ANNUAL INVESTMENT REPORT

Prepared utilizing the Agency Audited Financial Statements and work papers for 2024

### OVERVIEW

This report serves to update the Agency's Board on investment activities and practices during 2024. Pursuant to **Resolution #135 of June 12, 1991**, the Agency adopted formal *Investment Guidelines* to protect and safeguard Agency investable assets. Annually, the Board of Directors is to be provided a Summary of *Investment Activities*.

### LIMITATIONS ON INVESTMENTS

The Board desires the Agency to adhere to some of the restrictions of NYS Comptroller Investment Guidelines and General Municipal Law, but adherence to these is not required by law as the Agency is a Local Authority. The investment nature of the Agency's funds and accounts are governed by and are restricted by a combination of requirements, including:

- Public Authority Law
- Trust Documents (Master Bond Resolution, Indentures)
- Tax Representative Letter
- OCRRA Investment Guidelines adopted by Resolution
- NYS Banking Law

### INVESTMENT PRIORITIES

Having responsibility for significant fund/account balances, the Agency continues to review our investment program under the following criteria:

- **Safety** - Preservation of principal.
- **Liquidity** – Availability of funds as needed.
- **Return on Investment** - Best rate of return throughout budgetary and economic cycles, considering cash flow characteristics. Maximize yield where possible within guidelines.
- **Diversification**-Spreading out investments among banking institutions and types of investments to minimize risk.

The following investment vehicles were utilized during 2024:

TYPE OF INVESTMENT	Investments at January 1, 2024	Investments at December 31, 2024
Demand Deposits-Trustee	2,356,075	940,005
Treasury Bills-Trustee	3,578,299	4,629,082
U.S. Government Bonds-Trustee	173,125	432,972
Treasury Securities-M&T	8,980,579	14,996,410
Public Fund Money Market Account-M&T	5,487,813	1,278,073
Public Fund Money Market Acct.-NBT Bank	5,938,636	4,247,870
Public Fund Money Market Account-Chase Bank	267,543	267,543
<b>Total Invested Cash</b>	<b>26,782,070</b>	<b>26,791,955</b>
<b>Total Non-Invested Cash Balances</b>	<b>1,214,469</b>	<b>1,049,471</b>

**RECONCILIATION OF INVESTMENTS TO GENERAL LEDGER:**

Total Invested Cash Balances \$26,791,955

Total Non-Invested Cash Balances: 1,049,471

**Investment Report 2024 Grand Total:** **\$27,841,426**

Cash and Cash Equivalents: \$16,610,511

Board Designated Cash: \$ 5,228,847

Trust Revenue Fund Balance: \$3,402,349

Renewal/Project Fund Balance: \$ 257,000

Debt Service Fund 2015 Balance: \$ 1,298,078

Debt Service Fund 2019 Balance: \$ 1,044,641

**General Ledger 2024 Grand Total:** **\$27,841,426**

## **INTEREST EARNINGS**

The Agency recorded the following interest earnings for invested funds during 2024:

NBT Money Market & Demand Accounts	\$ 253,059
M&T Treasury Bills and deposits	\$ 628,793
Trustee (U. S. Bank)-all forms of investments	<u>\$ 635,019</u>
Total for 2024	\$ 1,516,871

## **AUTHORIZATION PROCESS**

All investment transactions in 2024 requiring dual signatures were completed under prescribed protocols.

## **COLLATERAL REQUIREMENTS**

1. All investments entered into (other than investments in obligations of New York State or the United States Government, or obligations the principal and interest of which are guaranteed by New York State or the United States Government) require full collateralization (generally 102%) regardless of investment type, and a formal third-party collateral agreement.
2. Collateral reports are received regularly from investors and all funds were properly collateralized during the year and at year-end.
3. The Agency Accountants monitor and maintain documentary evidence files of collateralization.

## **Trustee (US Bank) Related Holdings and Investments**

The balances held by the Trustee as of December 31, 2024 in accordance with the Indenture of Trust, and invested in Treasury Bills, Demand Deposits, or other permitted investments were as follows:

	2023	2024
Revenue Fund 2015 (undistributed System revenues)	3,670,784	3,402,349
Debt Service Fund 2015 (Sinking Fund for scheduled debt)	1,934,568	1,298,077
Accumulated earnings and remaining capital funds	250,573	696,020
Debt Service Fund 2019 (Sinking Fund for scheduled debt)	502,147	605,621

### **Fees Paid to Banks/Brokers/Financial Advisors**

The Agency did not utilize brokers for investment advice, but rather made internal investment decisions recognizing restrictions, limitations and guidelines, with assistance provided by Fiscal Advisors, Inc. Amongst other duties the Trustee, with direction from the Agency is responsible for investing the moneys held for various purposes under the Indenture of Trust. The following includes the fees that were paid during 2024 for investment related services.

<b>Bank</b>	<b>2024</b>	<b>Service</b>
U.S. Bank, NA. (Trustee)	\$5,400	Trustee for the Debt and invests balances
Fiscal Advisors, Inc.	\$2,540	Financial filing services

### **INVESTMENT GUIDELINES**

The Agency had adopted a document titled “Investment Guidelines” through Board resolution. This document is reviewed and approved annually by the Board and contains the following information: document purpose, types of permitted investments, authorization, procedures for contracting for securities, standards for investments, monitoring and reporting investment activity.

The 2024 financial audit being performed by Grossman St. Amour CPAs PLLC has not noted any reportable control deficiencies regarding Agency investments.

### **SUMMARY**

The Agency believes we are fully compliant with the established Investment Guidelines.

In conjunction with this annual report, the Administration Committee is advised of investment activity with subsequent recommendations to the Board to adopt by resolution.

---

Michael Mokrzycki, Deputy Director

Dated: \_\_\_\_\_

**ONONDAGA COUNTY  
RESOURCE RECOVERY AGENCY  
INVESTMENT GUIDELINES**

**Purpose**

These investment guidelines are intended to:

1. Establish a system whereby current funds on hand, in excess of immediate needs, and funds required to meet current obligations are invested or placed in appropriate interest-bearing accounts to produce maximum earnings on all such funds.
2. Assure that such investment assets are adequately safeguarded.
3. Assure that adequate accounts and records are maintained which accurately reflect all transactions.
4. Assure that an adequate system of internal control is maintained.
5. Conform to guidelines established by the office of the (NYS) Comptroller.

**Types of Permitted Investments**

1. Certificates of Deposits with banks or trust companies authorized to do business in New York State, which are also Members of the Federal Deposit Insurance Corporation (FDIC). Collateralization is required for amounts over and above FDIC coverage.
2. Time/Demand deposits in interest-bearing checking/savings account of a commercial bank or trust company authorized to do business in New York State, pending further transfer to maximize earnings.
3. Deposits in "Money Market" accounts of banks or trust company authorized in New York State specified in Item 1. Collateralization is also required as in Item 1.
4. In Repurchase Agreements involving the purchase and sale of direct obligations of the United States.
5. Obligations of New York State or the United States Government, or obligations the principal and interest of which are guaranteed by New York State or the United States Government. Obligations of the United States Government include Treasury Bills (T-bills) and Treasury Bonds and Notes.
6. Qualified investments made on behalf of the Agency by the trustee named in the Trust Indenture.
7. Savings and/or demand deposit accounts placed through a depository institution that has a main or branch office in this state and that contractually agrees to place funds in federally insured depository institutions through the Insured Cash Sweep service, or ICS.

**Note:** Banking Law §5237 (2) prohibits a savings bank from accepting deposits from governmental agencies.

### **Authorization**

The Treasurer, Business Officer (Chief Fiscal Officer), or Executive Director shall be authorized to commit the Agency to purchase or liquidate investments. All oral instructions concerning investments shall be promptly followed up with written confirmations, conforming to proper signature levels (over \$100,000 requires dual signatures), with a copy of appropriate documents to the Agency's Treasurer (Board Member), and Agency Confidential Internal Controls Compliance Officer.

Any new, roll over or add on, investments over \$100,000 other than routine transfers of funds to, or between Money Market accounts initiated by the Business Officer and approved by the Executive Director shall be made known to the Treasurer, and Agency Confidential Internal Controls Compliance Officer.

### **Procedures for Contracting for Securities**

Each purchase, sale, or transfer shall be promptly confirmed in writing by the Agency. The investment agent shall promptly send a confirmation of each transaction to the Agency Business Officer.

The Agency requires contracts to be drawn with the financial institutions with which it transacts business. Such contracts and procedures provisions shall include provisions for the monitoring, control, deposit and retention of investments and collateral.

All holders of collateral, or the custodian, shall be required to submit a semi-annual report to the Agency comparing the market value of the collateral to the principal plus accrued interest of the investment.

The Agency will utilize contracts supplied by the financial institutions upon Agency Counsel review and approval.

### **Standards for Investments**

In making permitted investments, selection of investments shall be competitively based. A complete and continuous record of all bids and quotes, both solicited and unsolicited, shall be maintained. Not less than three (3) investment firms or banks shall be solicited prior to an investment transaction and such placement shall be awarded to any firm or bank offering the highest yield amount after consideration of transaction processing costs (such as wire transfer costs).

All investments of the Agency that require collateral (amounts over FDIC limits) shall be so collateralized at least at 100% of the higher of maturity or market value of the investment including accrued interest.

The Agency shall spread permitted investments among two or more financial institutions if possible (please refer to page one of Investment Guidelines for a listing of the types of permitted investments. The Agency will strive to diversify between these types of investments). This will minimize risk of a loss from over-investing with one institution in case of that institution's failure. Although all Agency investments/deposits are either FDIC insured or fully collateralized, diversification of investments among different institutions will minimize the Agency's exposure to risk if unforeseen economic problems occur.

Investment bankers utilized by the Agency will include only nationally recognized highly rated financial institutions. Brokers, agents, dealers, and other investment advisers and agents will include only those that are recognized, highly rated and well established for at least ten years.



## **Monitoring**

### ***Audit***

An independent audit of the Agency's investments shall be conducted annually by the Agency Confidential Internal Controls Compliance Officer.

The report of said audit shall be presented to the Audit Committee and made available to the Board.

Investments and cash balances shall be fully (100%) secured by collateral, except as provided below. ( \* )

Collateral may consist of obligations of, or guaranteed by, the United States of America or the State of New York.

\* FDIC insurance may be substituted for collateral as available and up to its limit.

Collateral will be valued to market on a semi-annual basis by the Agency's Business Officer.

## **Reporting**

1. The Business Officer shall annually prepare and present to the Administration Committee and the Board of Directors shall annually approve an investment report which shall include the Agency's investment guidelines, amendments to such guidelines since the last investment report, the investment income record of the Agency, and a list of the total fees, commissions or other charges paid to each investment banker, broker, agent, dealer and adviser rendering investment-associated services to the Agency since the previous annual investment report.
2. Annually, the Business Officer shall report to the Agency Board on the investment program. The report shall include a listing of all current investments and the selection of investment bank(s).
3. Annual report of investments shall be submitted to the Office of the State Comptroller, the County Executive, and the County Chief Fiscal Officer. Such report shall include:
  - a. Investment Guidelines and Amendments including explanation.
  - b. The results of the annual independent audit.
  - c. Investment income record.
4. Copies of the Agency's annual investment report shall be made available to the public upon reasonable request, in accordance with Agency policy regarding the Freedom of Information Law.

Amendments to the Investment Guidelines may be made at any time with the approval of and by resolution of the Agency Board after appropriate review by the Administration Committee.

## **OCRRA**

### **Investment Guidelines**

**(Revised January 14, 2014, Approved March 19, 2014 by Resolution No. 1880)**

**RESOLUTION AUTHORIZING CHANGE TO THE AGENCY'S CIVIL SERVICE ROSTER**

**WHEREAS**, the Onondaga County Resource Recovery Agency presently operates transfer stations, compost sites and transports ash from the Waste-to-Energy Facility to a private landfill; and

**WHEREAS**, as part of those operations the Agency has office operations to support its solid waste facilities; and

**WHEREAS**, the Agency is seeking to bifurcate the duties of the Internal Control Officer and the Agency's Internal Audit function, in accordance with the New York State Governmental Accountability, Audit, and Internal Control Act of 1987, the Public Authorities Accountability Act of 2005 and, the Public Authorities Reform Act of 2009; and

**WHEREAS**, to accomplish this, the Agency wishes to create a new position of "Compliance Specialist" who shall report to the Executive Director; and

**WHEREAS**, the Agency shall discontinue use of the "Confidential Internal Control Compliance Officer", who currently reports to the Board; and

**WHEREAS**, as part of the restructuring, certain duties of the Confidential Internal Control Compliance officer, including that of the Agency Ethics Officer and other similar duties related to employee complaints shall be redistributed to Human Resources personnel as the Executive Director shall determine; now, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency does hereby authorize the addition of the Compliance Specialist to, and the elimination of the Confidential Internal Control Compliance Officer from, its Agency Civil Service Roster. The Executive Director is authorized to fill this position at their discretion. This Resolution shall take effect immediately.

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

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

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

## **COMPLIANCE SPECIALIST**

(Non-competitive – status pending)

### **DISTINGUISHING FEATURES OF THE CLASS**

The work involves responsibility for reviewing operations across departments within the Onondaga County Resource Recovery Agency (OCRRA) to ascertain the Agency's compliance with laws, standards, regulations, and procedures. Under supervision of the Executive Director or their designee, an employee in this class is responsible for testing the effectiveness of controls, reviewing compliance with applicable laws, and reporting the results of these assessments to the Executive Director. This position works to strengthen the controls, processes, and compliance of the Agency, and performs related work as required.

### **TYPICAL WORK ACTIVITIES**

Monitors and evaluates related internal controls throughout the Agency, interfacing with Department Managers as needed.

Works to ensure the Agency's system of risk management and procedures are effective to achieve the Agency's strategic objectives and ensure procedures are in place and being followed to protect Agency assets.

Works to ensure the Agency is in compliance with laws, standards, regulations, and internal policies and procedures with special emphasis on the New York State Governmental Accountability, Audit, and Internal Control Act of 1987, the New York Public Authorities Accountability Act of 2005 and its 2009 Amendments.

Monitors the Agency's internal control systems for adequate effectiveness and compliance.

Communicates with Management the results of testing, provides recommendations to improve controls/compliance and performs follow-up testing to ensure improved controls are in place.

Reports directly to the Executive Director, or their designee, the adequacy of risk management and internal control throughout the Agency through written reports.

Forwards, but does not independently investigate possible fraud, asset misappropriation, or other confidential items to the Executive Director, or their designee, for their review and appropriate action.

May research new laws or regulations, or changes in laws or regulations to assess the impact on the Agency.

May present written reports and recommendations to the Audit Committee, to assist Board Members in their understanding of relevant laws and regulations.

### **FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS**

Thorough knowledge of measuring and evaluating the adequacy of controls.

Thorough knowledge of principles and procedures of the Public Authorities Law and other relevant laws which directly apply to OCRRA.

Ability to use project management skills and analytical skills.

Ability to review both financial and operating controls, processes, and transactions to see how well they conform with established laws, standards, regulations and procedures.

Ability to read, analyze, interpret regulations, policies and procedures.

Ability to express oneself clearly and concisely both orally and in writing.

Ability to be objective and work with discretion.

### **MINIMUM QUALIFICATIONS**

A.) Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a baccalaureate degree, plus one (1) year of work experience, or its part time equivalent, in either internal controls testing and/or operational assessments, compliance and/or internal auditing.

OR

B.) Five (5) years of work experience, or its part-time equivalent, that includes major job experience in assessment disciplines including internal quality assurance, compliance and internal controls.

OR

C.) A combination of both A and B as listed above.

Date Revised: December 2024

ONONDAGA COUNTY DEPARTMENT OF PERSONNEL  
New Position Duties Statement  
Instructions

The appointing authority requesting the creation of a new position must prepare a separate description for each new position to be created. One duties statement may describe two (2) or more identical positions in the same organizational unit. The appointing authority must complete this form according to the following format:

**TYPICAL WORK ACTIVITIES:** Present a list of typical activities and percentage of time spent in performance thereof by incumbent(s). List those activities characteristic of the job as a whole which are related to successful job performance. This list is not intended to include all duties performed, but the list must state the primary duties in descending order of importance. Avoid generalities, and explain each duty so that it has meaning for a person unfamiliar with the position. Indicate a duty on the list if it's a principal reason for the existence of a job; if it requires a substantial portion of the worker's day or week; if the duty results in harm or damage if not done properly; or, if not done or done improperly, then subsequent duties cannot or will not be done.

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Specify the knowledges, skills, abilities and personal characteristics necessary for proper discharge of the duties of the job. These knowledges, skills, abilities and personal characteristics must be devised to allow the reader to clearly understand that the knowledges, skills, and abilities and personal characteristics are related to the job. Knowledge is an organized body of information a person possesses through education, training, or experience. Skill is a learned psyche-motor activity involving physical performance of a task with ease and precision. Ability is the present power to perform a physical or mental function. Personal characteristics are non-learned individual attributes required for job performance. These knowledges, skills, abilities, and personal characteristics are required for full performance following any training customarily provided new employees.

Knowledges should be expressed in varying degrees: "Working" means familiarity only with the elementary principles, practices, and terminology of the subjects indicated; "good" means enough knowledge to work effectively in normal work situations; "thorough" means an advanced grasp of subject matter to work effectively in unusual as well as common and place work problems, advising on technical matters, and planning methods to resolve difficult work situations; "comprehensive" means almost complete mastery of the subject and is used for especially advance positions.

**MINIMUM QUALIFICATIONS:** Minimum qualifications must establish the lowest level of acceptable training or experience. The qualifications must be such that it would be reasonable to expect people with less training or experience not be able to perform or learn to perform the duties of the position. Do not recommend qualifications that present artificial barriers to employment; both educational and experiential.

**SPECIAL REQUIREMENT(S):** Stipulate what licenses or certificates, if any, are required at the time of appointment.

**ONONDAGA COUNTY DEPARTMENT OF PERSONNEL**  
**New Position Duties Statement**

Civil Service Law, Section 22: Before any new position in the service of a civil division shall be created or any existing position in such serving shall be reclassified, the proposal therefor, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such existing position reclassified only with the title approved and certified by the commission. Effective August 29, 1978.

The appointing authority requesting the creation of a new position must complete this statement per instructions (attach additional information if necessary).

Department	Business Unit	Division	Location Elwood Davis Road
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1. Typical Work Activities *Compliance Specialist - OCRRA*

% of Time	Duties
40%	Monitors the functioning of existing internal controls throughout the Agency, regularly testing key items related to compliance with laws and regulations. This duty is a principal reason for the existence of this job.
20%	Reviews Agency fiscal transactions to ensure accuracy and compliance, test key compliance related fiscal controls, and reports findings to management.
15%	Evaluates existing internal control procedures for effectiveness and compliance and makes recommendations to management.
10%	Assists the Executive Director, or their designee, in establishing compliance related internal controls, to ensure the Agency's internal control program meets requirements established by law and, where appropriate, New York State's Internal Control Framework.
5%	Under the direction of the Executive Director, may provide and present written reports and recommendations to the the Audit Committee to assist Board Members in their understanding of relevant laws and regulations.
5%	Researches new laws or regulations as they relate to compliance and internal control of the Agency, and provides written reports to management to assist in implementation of protocols to ensure continued compliance.
5%	Clerical oriented administrative duties as may be assigned.

2. Full Performance, Knowledges, Skills, Abilities and Personal Characteristics

Please see the attached job description.

**New Position Duties Statement (page 2)**

3. Minimum Qualifications

Please see the attached job description provided.

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4. Special Requirements (s)

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5. Name (s) and Title (s) of Supervisor (s). Type of Supervision (Admin, General, Direct)

Michael Mokrzycki - Deputy Director (Direct); Kevin Spillane - Executive Director (General)

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6. Name (s) and Title (s) Supervised by this position. Type of Supervision (Admin, General, Direct)

None

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7. Name (s) and Title (s) of persons performing similar work.

None

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8. Certification by Appointing Authority: The above statements are accurate and complete

Date: \_\_\_\_\_ Title: \_\_\_\_\_ Signature \_\_\_\_\_

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9. The Onondaga County Department of Personnel certifies the appropriate civil service title for the position described above as: \_\_\_\_\_

In accordance with Rule XVIII of the Onondaga County Rules for Classified Service, the Onondaga County Department of Personnel certifies the following minimum qualifications for the position described as:

NOTE: Appointees to this position must possess certified qualifications at time of appointment unless stated otherwise.

Date: \_\_\_\_\_ Title: \_\_\_\_\_ Signature \_\_\_\_\_

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10. Legislative Action: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

Date: \_\_\_\_\_ Title: \_\_\_\_\_ Signature \_\_\_\_\_

## **CONFIDENTIAL INTERNAL CONTROLS COMPLIANCE OFFICER EXAM #22432**

**(\*Non-competitive – OCRRA only)**

### **DISTINGUISHING FEATURES OF THE CLASS**

The work involves responsibility for conducting independent investigations and reviewing operations across all areas within the Onondaga County Resource Recovery Agency (OCRRA) to ascertain the Agency's compliance with laws, standards, regulations, and procedures. It discharges its responsibilities by critically appraising on a risk-focused basis the effectiveness of controls as well as identifying and reporting inadequate controls to the Agency's Board of Directors to strengthen them before any serious breakdown occurs. This is a confidential, policy influencing position that is under the direct supervision of the Audit Committee, a sub-committee of the Board of Directors of the Agency and reports solely to that Committee and to the Board of Directors. It is wholly independent of Management. Does related work as required.

### **TYPICAL WORK ACTIVITIES**

Monitors and evaluates risks and related internal controls throughout the organization so that serious breakdowns are avoided.

Ensures the Board that the Agency's system of risk management and internal controls are both sound and effective so that its strategic objectives can be achieved, assets are safeguarded and its performance reporting can be accepted with confidence.

Ensures the Board that the Agency is in compliance with laws, standards, regulations, and internal policies and procedures with special emphasis on the New York Public Authorities Accountability Act of 2005 and its 2009 Amendments.

Tests the Agency's internal control systems for adequate effectiveness and compliance.

Communicates with Management and the Board the results of testing, provide recommendations to improve controls/compliance and perform follow-up testing to ensure improved controls are in place and are working as the Board intended.

Reports directly to the Audit Committee on the adequacy of risk management and internal control throughout the Agency through written reports.

Investigates possible fraud or asset misappropriation and reports such incidents immediately to the Audit Committee.

Develops a detailed work plan for each calendar year and presents the plan to the Audit Committee for approval.

### **FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS**

Thorough knowledge of measuring and evaluating the adequacy of controls.



Thorough knowledge of principles and procedures of the Public Authorities Law and other relevant laws which directly apply to OCRRA.

Project management skills.

Analytical skills.

Ability to review both financial and operating controls, processes, and transactions to see how well they conform with established laws, standards, regulations and procedures.

Ability to assess risk.

Ability to read, analyze, and interpret regulations, policies and procedures.

Ability to express oneself clearly and concisely both orally and in writing.

Ability to work independently.

Objectivity.

Confidentiality.

### **MINIMUM QUALIFICATIONS**

Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a baccalaureate degree PLUS five (5) years of work experience, or its part time equivalent, in internal controls testing and/or operational assessment and compliance, which must have involved as the major job experience assessment disciplines including internal quality assurance, compliance, and internal control.

Date Revised: August 2013

**RESOLUTION AUTHORIZING CHANGE TO THE AGENCY'S CIVIL SERVICE ROSTER**

**WHEREAS**, the Onondaga County Resource Recovery Agency presently operates transfer stations, compost sites and transports ash from the Waste-to-Energy Facility to a private landfill; and

**WHEREAS**, as part of those operations the Agency has office operations to support its solid waste facilities; and

**WHEREAS**, the Agency is seeking to divide personnel duties in a manner consistent with the needs of the Agency; and

**WHEREAS**, to accomplish this, the Agency wishes to create a new position of "Personnel Specialist", at a grade of 40, who shall perform payroll processing duties, employee benefit management functions, and report to the Personnel Administrator; and

**WHEREAS**, the Agency shall abolish an Account Clerk I title; and

**WHEREAS**, as part of the restructuring, certain personnel related duties of the Account Clerk I and Account Clerk II titles shall be redistributed to the Personnel Specialist as the Executive Director shall determine, and remaining duties distributed to other office clerical staff; now, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency does hereby authorize the addition of one (1) Personnel Specialist to, and the elimination of one (1) Account Clerk I from, its Agency Civil Service Roster. The Executive Director is authorized to fill this position at their discretion. This Resolution shall take effect immediately.

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

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

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

# LEY CREEK AD-HOC COMMITTEE MEETING MINUTES

February 26, 2025

Time: 4:30 p.m. / Location: 100 Elwood Davis Rd., Liverpool NY 13212

Ad-Hoc Members: *D. Daley - Chair, E. Bough Martib, B. Page, D. Daley, C. Dunham, J. McMahon*

Attending: D. Daley, B. Page, J. McMahon, E. Bough Martin

Absent:

Also Attending: J. Gascon, M. Mokrzycki, K. Spillane, R. Czerwiak, K. Lawton (ZOOM), C. Albunio, D. Haas, T. Palmer

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D. Daley called the meeting to order at 4:30 pm.

Quorum is present.

C. Albunio presented a resolution modifying resolution no 2398 of July for consulting engineering services with Cornerstone. The purpose of this discussion is to obtain consensus to move the resolution to the full Board.

- Cornerstone has requested an amendment to provide on-site quality assurance observation and construction administration services during the demolition and site restoration activities of the existing Ley Creek Transfer Station (Project).
- Per contract, the project schedule established that the Contractor's work would be substantially complete within 120 days after the date when the Contract times commence and would be completed and ready for final payment within 140 days after the date when the Contract times commence.
- The preliminary schedule submitted by the Contractor estimates that the work will span the entire allowable contract duration.
- The purpose of this budget amendment is to reconcile the additional duration of the Contractor's services necessary to complete the Project resultant from the duration identified in the Preliminary Schedule being greater than that identified by the Contractor in the Project Assumptions within the June 7, 2023 proposal and October 16, 2023 Professional Services Contract.

B. Page has requested that the original amount from Resolution No. 2398 be listed in the Amended Resolution presented today.

There was a brief discussion regarding what the original amount from Resolution No. 2398 had covered in the Contract.

There will be grammar and language changes made prior to being presented to the Board.

B. Page motioned and E. Bough Martin seconded to move the resolution with corrections to the full Board for consideration.

A collective 'aye' was recorded.

C. Albunio presented a resolution authorizing a contract with Cornerstone Engineering for final design of Ley Creek. The purpose of this discussion is to obtain consensus to move the resolution to the full Board.

- OCRRA has continuously worked on various components of the Ley Creek Transfer Station property and the Ley Creek North property. To support these efforts, OCRRA has executed a number of professional services engineering contracts with Cornerstone Engineers.
- On February 7, 2025, Cornerstone proposed to expedite the final design of the Transfer Station, Fuel Station and Maintenance Facility.
- This final design would proceed at risk, as OCRRA has not yet received the entirety of the NYSDEC comments related to the Transfer Station's Solid Waste Permit Application submitted August 2023.
- The proposal includes a variety of tasks at a cost not to exceed \$2,147,600.
- Management recommends accepting the February 2025 proposal for professional engineering services related to the Ley Creek Campus.

A discussion regarding the total approximate costs and funding for this project followed.

A discussion regarding the logistics of proceeding without a permit followed.

A discussion regarding wetlands followed.

There will be grammar and language changes prior to be presented to the Board.

E. Bough Martin motioned and B. Page seconded to move the resolution with corrections to the full Board for consideration.

A collective 'aye' was recorded.

C. Albunio presented a resolution modifying resolution No. 2455 for additional contingency to the demolition project at Ley Creek. The purpose of this discussion is to obtain consensus to move the resolution to the full Board.

- The demolition of the existing Ley Creek transfer building and other ancillary structures was approved by the Board in September 2024.
- Following a RFB, the contract was awarded to Ritter & Paratore at a cost (allowing for a 5% contingency factor) not to exceed \$1,032,799.
- In September 2024, the Board accepted and approved the Conceptual Design and Preliminary Feasibility Report for the additional property adjacent to the Ley Creek Transfer Station.

- OCRRA intends to expedite the final design and construction of the Ley Creek Transfer Station and necessary supporting facilities including the Fuel Station and Maintenance Facility.
- In order to expedite final design, it is recommended to complete additional geotechnical investigations on the Ley Creek North property.
- Based on the anticipated scope for geotechnical investigations needed for the Ley Creek North property, OCRRA anticipates up to \$230,000 may be needed to support a change order for Ritter & Paratore to complete this additional work.
- Management recommends an additional contingency amount of \$230,000 be approved for the contract with Ritter & Paratore specific to an expanded scope of work.

There will be grammar and language changes made prior to being presented to the Board.

B. Page motioned and E. Bough Martin seconded to move the resolution with changes to the full Board for consideration.

A collective 'aye' was recorded.

D. Daley motioned and C. Dunham seconded to adjourn the meeting.

A collective 'aye' was recorded.

The meeting was adjourned at 5:37 pm.

Meeting minutes were taken by R. Czerwiak

Resolution No. \_\_\_\_\_, 2025

**RESOLUTION MODIFYING RESOLUTION NO. 2398 OF JULY 2023 FOR  
CONSULTING ENGINEERING SERVICES WITH CORNERSTONE  
ENGINEERING AND GEOLOGY**

**WHEREAS**, the Onondaga County Resource Recovery Agency (“Agency”) authorized a contract with Cornerstone Engineering and Geology for services related to the demolition design, construction oversight, and the geotechnical and pile investigation design for the current Ley Creek transfer station by Resolution 2398 of July 2023 for \$98,072; and

**WHEREAS**, the Agency also authorized a contract with Ritter and Paratore Contracting for the actual demolition of the Ley Creek facility by Resolution 2455 of September 2024; and

**WHEREAS**, the schedule related to the demolition was determined during the demolition design, bidding and contract award with Ritter and Paratore; and

**WHEREAS** the Agency has made a change order to the contract for the demolition of the Ley Creek transfer station with Ritter and Paratore so as to delay the start of mobilization to accommodate the contractor during the winter months; and

**WHEREAS**, following the demolition design, bidding and contract award the anticipated scope of oversight for the demolition of the facility was modified as compared to the scope of the oversight defined in the contract authorized in July 2023; and

**WHEREAS**, Cornerstone has therefore provided the Agency with a proposed amendment to the cost related to the completion of its engineering work, related to construction oversight; and

**WHEREAS**, the Ad-Hoc Ley Creek Planning Committee has reviewed these additional expenses related to the oversight of the demolition of the Ley Creek facility and the geotechnical investigations that need to be completed at an additional cost of \$177,207; now therefore be it

**RESOLVED**, that the Agency hereby modifies Resolution 2398 of July, 2023 and authorizes an additional cost for engineering services performed by Cornerstone Engineering and Geology PLLC for the oversight of the demolition of the current Ley Creek transfer facility, due to the extended timeline required for said demolition, for a total cost not to exceed \$275,279. This Resolution shall take effect immediately.

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

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

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



January 21, 2025

Cristina Albinio, P.E.  
Director of Engineering  
Onondaga County Resource Recovery Agency  
100 Elwood Davis Road  
North Syracuse, NY 13212

Re: Proposal for Professional Engineering Services Related to the Existing Ley Creek Transfer Station  
Demolition and Site Restoration – Budget Amendment

Dear Ms. Albinio:

Cornerstone Engineering and Geology, PLLC (Cornerstone) is pleased to provide Onondaga County Resource Recovery Agency (OCRRA) with this Budget Amendment to provide on-site quality assurance observation and construction administration services during the demolition and site restoration activities of the existing Ley Creek Transfer Station (Project).

Per OCRRA's May 1, 2023 RFP, May 30, 2023 Addendum, and Cornerstone's June 7, 2023 Proposal for professional engineering services, Cornerstone's efforts included Part 1 (*tasks to design and compile Contract Documents for OCRRA's use in soliciting qualified Contractors – completed in May 2023*) and Part 2 (*tasks during demolition/construction to provide on-site quality assurance observation and construction administration support – initiated in November 2024*) during the demolition of the LCTS Main Building, including auxiliary above ground structures, and subsequent site restoration activities. These services were awarded to Cornerstone via the Professional Services Contract executed on October 16, 2023.

As per Article 4 of the Bid Form included with the Contract Documents, the Project schedule established that the Contractor's Work will be substantially complete within 120 calendar days after the date when the Contract Times commence and will be completed and ready for final payment within 140 calendar days after the date when the Contract Times commence. The Preliminary Schedule submitted by the Contractor (*last revised December 26, 2024*) estimates that the Work will span the entire allowable contract duration.

As previously requested by OCRRA, the purpose of this Budget Amendment is to reconcile the additional duration of Cornerstone's services necessary to complete the Project resultant from the duration identified in the Preliminary Schedule (*120-140 calendar days*) being greater than that identified by Cornerstone in the Project Assumptions within our June 7, 2023 Proposal and October 16, 2023 Professional Services Contract (*approximately six (6) weeks*). Per Change Order No. 1 (*executed December 26, 2024*) at the request of the Contractor, the Contract Times were increased by 60 days. However, since this extension was due to concerns relating to winter weather impacts rather than a change in the Contractor's Work, this Budget Amendment continues to be calculated primarily based on the original contract duration with consideration for the Contractor's Preliminary Schedule.

Cornerstone Engineering and Geology, PLLC  
100 Crystal Run Road, Suite 101, Middletown, NY 10941  
Tel 877.294.9070 Fax 877.845.1456 [tetrattech.com](http://tetrattech.com)

Our proposed Scope of Services and Budget are presented as follows. The Scope of Services describes the total level of effort requested by OCRRA for the duration of the Work, while the Budget calculates only the additional estimated contract balance in addition to that reflected within the October 16, 2023 Professional Services Contract.

## Scope of Services

### On-Site Construction Quality Assurance and Observation

As requested, Cornerstone proposes to provide one (1) on-site Construction Observation Representative for up to fifty-two (52), ten (10) hour days (*inclusive of travel to and from the greater Rochester, NY area*), equating to an average of three (3) full days per week during the original demolition and restoration period of 120 calendar days. When on-site, this person will act as the representative on behalf of OCRRA and serve as liaison between the parties on matters related to the Project. Cornerstone will conduct quality assurance monitoring services by observing and documenting the Contractor's activities in accordance with the Contract Documents.

As stated within our June 7, 2023 Proposal, our representative will perform on-site Construction Observation services summarized as follows:

- Provide on-site field observation of the demolition/construction activities from commencement of Contractor activities through Project substantial completion or 120 calendar days (*whichever is less*);
- Prepare daily field reports for days on-site, which will document the field activities, equipment, and personnel involved with the demolition/construction;
- Monitor and document technical, quality, and environmental compliance with the Contract Documents;
- Review field and laboratory test results provided by third-party testing agency/laboratory sub-contracted by Contractor for compliance with Contract Document requirements;
- Monitor Contractor and Sub-Contractor progress;
- Coordinate, attend, and contribute to the facilitation of Construction Progress Meetings;
- Maintain Project files and coordinate backup from the Contractor for record keeping.

In addition, up to two (2) Cornerstone senior personnel (*Andrew Schellberg and/or Bodhi Piedmont-Fleischmann*) will facilitate and attend one (1) Pre-Construction Meeting, one (1) Site Mobilization Meeting (*virtual attendance*), up to ten (10) bi-weekly Construction Progress Meetings, and one (1) Close-Out Meeting as identified within the Contract Documents.

*Note: As the construction duration and requested degree of oversight was unknown prior to design, at the direction of OCRRA via the RFP documents, the Scope of Work and Estimated Cost within Cornerstone's June 7, 2023 Proposal assumed on-site oversight of four (4) hours per day over three (3) visits per week for an estimated six (6) week active construction duration. Cornerstone's June 7, 2023 Proposal assumed efforts by senior personnel would be limited to attendance at two (2) site meetings: one (1) Pre-Bid Meeting and one (1) Pre-Construction Meeting.*

### Construction Administration

Cornerstone also proposes to provide off-site Construction Administration services performed by senior personnel (*Bodhi Piedmont-Fleischmann up to eight (8) hours per week & Andrew Schellberg up to two (2) hours per week*) during the demolition and restoration period of 140 calendar days. When engaged in this capacity, our senior personnel will act as the representative on behalf of OCRRA and serve as liaison between the parties on matters related to the Project. The experience, cooperation, and adherence to the prescribed requirements of the Contract Documents by the selected Contractor may impact the required Construction Administration effort, duration, and subsequent costs associated with this activity.



Cornerstone's responsibilities under this Task are assumed to include the following:

- Provide technical response and guidance to the Construction Observation Representative and OCRRA personnel in support of Observation services;
  - Cornerstone shall not at any time be authorized by OCRRA to supervise, direct, issue stop work orders, or have control over any Contractor's Work;
- Coordinate Temporary Facilities to be utilized during construction activities with Contractor;
- Review and provide comments on Contractor required submittals (*construction drawings, shop drawings, product data, and samples*) for conformance with the Contract Documents and review material substitution requests;
  - This allocation will be used as necessary to review up to fifteen (15) submittals (*with the understanding that this limit may increase by up to 20% without increase in fee provided the Contractor adheres to the requirements within the Contract Documents*), address requests for design clarifications, provide recommendations, and/or address field changes if needed;
  - For the purposes of this Proposal, Cornerstone assumes that submittals will be reviewed once, that some notations will be necessary, and that submittals will not require a second review nor will they be rejected;
- Review Requests for Information (RFIs) from Contractor;
- Review as requested in support of OCRRA's evaluation of Contractor applications for payment and specifically review all items charged to "Contingency." Review Contractor "pencil" and "ink" invoices (*requisition*) in coordination with OCRRA, specifically with respect to quantities and other items recorded by Construction Observation Representative;
- Review requests for Change Orders and Demolition/Construction Change Directives, review demolition/construction for extra work or omitted work, assist with minor field change orders, and provide recommendations to OCRRA;
- Provide recommendations to OCRRA with regard to Contractor's Progress Schedule and activities;
- Conduct routine (*bi-weekly, coincident with the bi-weekly Construction Progress Meetings*) site inspections of the Site/Civil systems and request additional inspections or testing if necessary;
- Inspect soil erosion and sediment controls placed during construction at bi-weekly intervals, with interim weekly inspections by the Construction Observation Representative;
- Issue Notices of Non-compliance, if necessary, and reject work which does not conform to the Contract Documents;
- Review and advise OCRRA regarding Contractor Claims;
- Upon acceptance of Request for Substantial Completion from Contractor, prepare punch list and monitor completion of punch list items;
- Jointly with OCRRA, make final completion inspection upon receipt of request for Final Inspection from Contractor, and issue Certificate of Final Completion.
- Cornerstone will keep OCRRA informed of progress of the Work.
  - Cornerstone shall not at any time be authorized by the County to direct or control the means, methods, techniques, sequences, procedures, safety, or Contractor's Progress Schedule selected or used by any Contractor, for safety precautions and programs incident to a Contractor's Work progress, nor for any failure of any Contractor to comply with laws and regulations applicable to Contractor's Work.
- Turn over maintenance of the above Project Plans & Technical Specifications to the OCRRA at conclusion of Project.

*Note: Per the original RFP, Cornerstone's June 7, 2023 Proposal did not include any Scope of Work or Estimated Cost to assist with Construction Administration, beyond the construction oversight and documentation summarized above.*

## Assumptions

- The Budget includes a maximum of 52 person-days of on-site field observation. OCRRA will only be invoiced on a time and materials basis for actual days that our Representative is on-site. Should it be necessary for multiple representatives to be present to observe Contractor activities (*e.g., the Contractor is working on multiple areas of the site or additional, specialized oversight expertise is required*), each Construction Observation Representative on site has been calculated as one (1) person-day.
- The on-site Pre-Construction Meeting, bi-weekly Construction Progress Meetings, and Close-Out Meeting will be scheduled to occur during weekdays from mid-morning to mid-afternoon (*somewhere between 11:00 AM up until 3:00 PM*).
- Under the Contract Documents, the Contractor will be responsible to supply the required construction permits and soil testing/inspections, and retain the services of third party testing firm(s)/laboratory to perform tests to support and verify that Work is performed in accordance with the Contract Documents (*e.g. material suitability, soil characteristics, material placement, etc.*). As such, these above-listed items are not included within the Construction Administration or On-Site Construction Quality Assurance and Observation Tasks.

## Budget

The estimated additional budget to complete the above Scope of Services on a time and materials basis is **\$177,207**. This Budget is intended to supplement the existing line item "Building Demolition CQA Support" contained in Section 5, "Table 2. Estimated Costs" of our June 7, 2023 Proposal (\$27,093). Expenses for phone, facsimiles, postage, etc., are invoiced as a 3% communication fee on labor and are included in the above estimate and will continue to be billed in accordance with our 2024 Schedule of Charges (*a discount of approximately 5% from Cornerstone's 2025 labor rates*).

Description	Budget
Building Demolition CQA Support (Prior June 7, 2023 Proposal)	\$27,093
Total Budget Estimate for the Scope of Services	\$204,300
<b>Requested Budget Amendment (Increase)</b>	<b>\$177,207</b>

This Budget represents our best estimate at this time as to the level of effort required to administer the aforementioned Scope of Services based upon our best understanding of the Project and its intended completion schedule. Should conditions change, unforeseen circumstances be encountered, or should work efforts be redirected requiring modification to the proposed Scope of Services, Cornerstone will obtain OCRRA's approval of the additional work elements prior to initiation. Once agreed, work outside of the Scope of Services would then be billed on a time and materials basis in accordance our Schedule of Charges and any future approvals from OCRRA.

Invoices will be sent to monthly for time and expense charges incurred during the prior month.

Cristina Alburnio, P.E.  
January 21, 2025

## Project Schedule

Based on recent communications with OCRRA and the terms of the Contract Documents, the Project is expected to continue for up to 200 calendar days from the December 20, 2024 Notice to Proceed issued to the Contractor.

## Terms and Conditions/Approval

This proposed work will be governed in accordance with the terms of our previously executed Professional Services Contract (*signed October 16, 2023*) for the previously awarded Scope of Work and the attached Schedule of Charges.

Cornerstone remains responsible for and is committed to ensuring the health and safety of its employees. We also have an obligation to you as our Client to perform a service in a cost-efficient manner. Cornerstone affirms it will comply with the law and the applicable job site safety rules and other procedures established by governing authorities and our Clients. While Cornerstone will continue to make a conscientious, good faith effort to honor the pricing and schedules detailed herein, these challenging times necessitate that Cornerstone reserve the right to make pricing and schedule adjustments as necessary, provided the total payment obligation for OCRRA does not exceed the budget approved by OCRRA's Board of Directors. While not an exhaustive list of when an adjustment may be expected some examples are: Acts of God, terrorist acts, acts of local, municipal or federal governments, fires, floods, epidemics, quarantine restrictions, embargoes, supply chain interruptions or unusually severe weather. These adjustments will in all likelihood vary in nature due to the geographic location of the Project and local conditions. We welcome conversations on what the above potentially entails and what can be done in mitigation.

We appreciate the opportunity to continue to support OCRRA. Please indicate your authorization of the Proposal by signing in the space provided below. Upon signing, return a complete copy to our office, and retain the original for your records. If you have any questions or comments, please contact me at (845) 695-0238 or Andrew at (845) 695-0203.

Sincerely,

**CORNERSTONE ENGINEERING AND GEOLOGY, PLLC**



Bodhi Piedmont-Fleischmann, P.E.  
Client Manager



Andrew C. Schellberg  
Sr. Client Manager

Enclosures:

- Professional Services Contract (*signed October 16, 2023*)
- 2024 Schedule of Charges

cc: Kevin Spillane                      OCRRA  
Rob Holmes                          Cornerstone

Cristina Albunio, P.E.  
January 21, 2025

**Proposal Acceptance**

This Proposal and all enclosures have been reviewed and are hereby agreed to and approved. The terms of the previously executed Professional Services Contract (*signed October 16, 2023*), referenced above, are acceptable and will be incorporated into a Professional Services Contract for the value of the above-described contract value.

**Onondaga County Resource Recovery Agency**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(*please print*)

Title: \_\_\_\_\_

Cristina Albunio, P.E.  
January 21, 2025

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*Professional Services Contract (signed October 16, 2023)*

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## **PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT**, by and between the Onondaga County Resource Recovery Agency, a public benefit corporation in the State of New York, hereinafter called the "Agency," and **CORNERSTONE ENGINEERING AND GEOLOGY, PLLC** with offices at 100 Crystal Run Road Middletown, New York 10941, hereinafter called the "Consultant";

### **WITNESSETH:**

**WHEREAS**, the Onondaga County Resource Recovery Agency is desirous of securing the professional services of Consultant pursuant to Onondaga County Resource Recovery Agency Resolution No. 2398 (dated July 19, 2023); and

**WHEREAS**, the professional services concern engineering services related to the Agency's Ley Creek site; and

**WHEREAS**, the Consultant possesses the special skills and training required to perform services in connection therewith;

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

### **TERM**

The term of this contract shall be through the end of 2024 to complete the work as described in OCRRA's "Request for Proposals for Professional Engineering Services, Ley Creek Transfer Station, Conceptual Design & Preliminary Feasibility Study" (the RFP) and the Consultant's June 7, 2023 "Proposal for Professional Engineering Services Ley Creek Transfer Station Demolition and Geotechnical Investigation" (the Proposal). Certain milestone dates for specific tasks include completion of the demolition design construction drawings and complete specifications by January 31, 2024 and geotechnical investigation design construction drawings and technical specifications by March 1, 2024. These dates may be modified if mutually agreed upon in writing.

This contract may be terminated without cause by the Agency at the end of any term or renewal term upon ten (10) days written notice or at any time upon thirty (30) days written notice of the intention to so terminate. Consultant will be paid for services rendered prior to the date of termination.

### **PURPOSE**

The purpose of this contract is to hire an outside engineer to prepare demolition and geotechnical investigation designs and provide construction oversight necessary for the reconstruction of the Ley Creek Transfer Station.

### **SCOPE OF SERVICES**

The Consultant shall provide general engineering assistance and technical advice services in connection with the Onondaga County Solid Waste Management System's Ley Creek Transfer Station as set forth in Exhibit "A" attached hereto entitled "Request for Proposals for Professional Engineering Services for Ley Creek Transfer Station Demolition and Geotechnical Investigation" ("RFP") and consistent with

Exhibit “B” attached hereto entitled “Proposal for Professional Engineering Services Ley Creek Transfer Station Demolition and Geotechnical Investigation” (the “Proposal”). Both of the aforementioned documents are incorporated herein and made a part hereof, in their entity.

The standard of care for all professional engineering, consulting and related services performed or furnished by Consultant and its employees under this Agreement will be the care and skill ordinarily used by members of Consultant’s profession practicing under the same or similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with Consultant’s services.

#### **MATERIALS TO BE PROVIDED BY ONONDAGA COUNTY RESOURCE RECOVERY AGENCY**

It is understood and agreed that all available records and data of the Onondaga County Resource Recovery Agency pertinent to the services hereunder will be made available to the Consultant, as required by the Consultant, and the Consultant will have the opportunity to confer with Onondaga County Resource Recovery Agency officials and other persons who may be in a position to furnish information relative to the services to be performed hereunder.

#### **AGENCY ASSIGNMENT COORDINATORS**

Onondaga County Resource Recovery Agency hereby designates Cristina Albunio, P.E., Agency Engineer, hereinafter called the Agency Assignment Coordinator, as the individual responsible for directing the work to be performed by the Consultant, and as the individual to whom the Consultant shall report to at the Agency for those engineering services to be performed pursuant to the Exhibits A and B, herein referred to as the STATEMENT OF WORK.

The Consultant hereby designates Andrew Schellberg, Operation Director for Consultant, as the individual specifically responsible for ensuring the performance of services required under the section herein referred to as the STATEMENT OF WORK.

#### **NOTICES AND CORRESPONDENCE**

All notices and correspondence shall be sent by either party, in all matters dealing with this Contract, to the following addresses:

**A. To the Agency:**                      **Onondaga County Resource Recovery Agency  
ATTN: Cristina Albunio, Agency Engineer, and  
Agency Assignment Coordinator  
100 Elwood Davis Road  
North Syracuse, NY 13212**

**B. To the Consultant:**              **Cornerstone Engineering and Geology, PLLC  
ATTN: Andrew Schellberg  
100 Crystal Run Road  
Middletown, New York 10941**

## **COMPENSATION**

Onondaga County Resource Recovery Agency, as its exclusive obligation, shall pay to the Consultant, and the Consultant agrees to accept from the Onondaga County Resource Recovery Agency as full compensation for services hereunder, those amounts per task based upon the technical and non-technical hours per task, plus associated costs for Administration, as set forth in Appendix B of the Consultant's Proposal to the Agency. Consultant will also be paid any direct non-salary costs, including services by others, communications, reasonable travel, mileage, reproduction and other such costs which are incurred as a direct result of the work to be performed under the STATEMENT OF WORK. Services by any subcontractors must be authorized in advance in writing by the Agency and shall be reimbursed on the basis of actual costs for administration and liability.

The Consultant shall bill and be paid based on actual labor hours and allowable direct expenses incurred on an assigned task during the billing period. Itemized monthly bills shall clearly identify the cost of all work performed in the prior billing period and are subject to approval by the Onondaga County Resource Recovery Agency Executive Director or his designee. Payment terms are net forty-five (45) days from the date of the invoice.

The Consultant shall employ the services of the specific individuals assigned in their proposal to each work task identified in the STATEMENT OF WORK. Should the Consultant want to change any of these assignments, the Consultant shall request such change in writing and secure the Agency's acknowledgment and written approval before proceeding. Such approval shall not be unreasonably withheld. If the Consultant changes work assignments without Agency approval, the Agency will have the option to immediately terminate the contract on written notice and be only liable for services included up to the date of termination.

Onondaga County Resource Recovery Agency has established a total budget, including direct non-salary costs, of ninety-eight thousand seventy-two dollars and zero cents (\$98,072.00) as a "not-to-exceed" figure for the Consultant's services under the STATEMENT OF WORK herein. It is understood by Onondaga County Resource Recovery Agency and the Consultant that the purpose of this Contract is to establish a cost reimbursable mechanism to allow the Consultant to provide services, as needed, with full compensation.

## **ASSIGNMENT**

The Consultant agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or their responsibility to perform under this contract or their right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to them thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the Board of Directors of the Onondaga County Resource Recovery Agency. In the event of such an assignment, transfer, subcontract, conveyance is made without the Agency's agreement, the Agency will have the option to immediately terminate the Contract on written notice and only be liable for services included up to the date of termination.

## **INDEPENDENT CONTRACTOR**

For the purpose of this contract, the Consultant shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Consultant, the employees and agents of the Consultant shall neither hold themselves out as nor claim to be officers or employees of



the Onondaga County Resource Recovery Agency, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from Onondaga County Resource Recovery Agency.

### **CONFIDENTIAL RELATIONSHIP**

Consultant shall treat as confidential all information supplied by the Agency to Consultant as a result of performance under this Contract, unless such is in the public domain or is required to be disclosed by law, subpoena or other court order. Consultant shall not disclose any information related to this Contract to any person not authorized by the Agency to receive it.

### **LIMITATION OF LIABILITY**

In consideration of potential liabilities which may be disproportionate to the fees to be earned by the Consultant, to the extent any claims or damages are not covered by the Insurance policies required by this agreement, Onondaga County Resource Recovery Agency agrees to limit the liability of the Consultant, its managers, members, officers, employees, agents, and representatives to Onondaga County Resource Recovery Agency for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including but not limited to the Consultant's breach of this Agreement, its professional negligence, errors and omissions and other acts) to the lesser of \$100,000 or the amount of the Consultant's fee, and further, neither party shall be liable to the other for any indirect, incidental, special or consequential losses or damages.

To the extent any claims or damages are covered by the Insurance policies required by this Agreement, liability shall be limited to the amount recovered under an insurance claim.

### **HOLD HARMLESS**

Subject to the limitation of liability provided for in this Contract, regarding the operations and responsibilities concerning this Contract, the Consultant further covenants and agrees to indemnify and hold harmless the Onondaga County Resource Recovery Agency, its officers, Board members, and employees from and against loss, expense or claim to the extent caused by the negligent acts, errors, or omissions of the Consultant, its employees or agents in the performance of its services under this Contract.

### **INSURANCE**

Before commencing work, the Consultant shall procure and maintain insurance of the kinds and limits enumerated hereunder and on terms and with an insurance carrier satisfactory to the Agency. Certificates of such insurance issued by the Consultant's insurance carrier shall be filed with the Agency before commencement of work and shall set forth the following:

**A. Worker's Compensation**

Consultant's possession of worker's compensation insurance in accordance with the laws of the State of New York.

**B. Commercial General Liability**

Bodily Injury	\$1,000,000 Combined Single Limit
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## **STATUTORY COMPLIANCE**

In acceptance of this Contract, Consultant covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for public authorities in New York State, including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights and also to fully comply with the Agency's Purchasing Policy.

## **CONFLICT OF INTEREST**

### **(A) Affidavit**

Prior to performing any services, Consultant shall serve upon the Counsel for Onondaga County Resource Recovery Agency the attached Affidavit certifying that Consultant has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to Onondaga County Resource Recovery Agency. The Affidavit shall further state that Consultant agrees that in the rendering of services to Onondaga County Resource Recovery Agency, no persons having any such interest shall be employed by Consultant. Consultant assumes full responsibility for knowing whether its employees or agents have any such interest and in certifying the absence of such conflict to Onondaga County Resource Recovery Agency.

### **(B) Duty to Disclose**

During the course of performing services for Onondaga County Resource Recovery Agency, Consultant agrees to disclose immediately to Onondaga County Resource Recovery Agency, by Affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Consultant, its employees and agents. The duty to disclose is a continuing duty. The Consultant agrees that disclosure is a material obligation of the contract and that failure to comply with these provisions affords Onondaga County Resource Recovery Agency the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the Consultant agrees that all work, services and payments shall be suspended pending final approval by Onondaga County Resource Recovery Agency. If the conflict cannot be resolved to the satisfaction of Onondaga County Resource Recovery Agency, Onondaga County Resource Recovery Agency may terminate the contract by written notice. Nothing herein shall be construed as limiting or waiving Onondaga County Resource Recovery Agency's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of the Consultant, and the Consultant shall disclose the same. A conflict of interest on the part of the Consultant's employees or agents shall be deemed a conflict of interest on the part of the Consultant, giving rise to the same duty to disclose.

### **(C) Duty to Maintain Confidentiality**

The Consultant agrees not to disclose any data, facts or information concerning services performed for Onondaga County Resource Recovery Agency or obtained while performing such services, except as authorized by Onondaga County Resource Recovery Agency in writing or as may be required by law or is in the public domain.



## **LICENSES AND PERMITS**

The Consultant hereby certifies that it is duly licensed and meets all legal requirements to perform the duties required under this contract.

## **CONTRACT MODIFICATIONS**

This Contract represents the entire and integrated agreement between Onondaga County Resource Recovery Agency and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. This Contract may be amended only by written instrument formally executed by both Onondaga County Resource Recovery Agency and the Consultant.

## **SEVERABILITY**

If any term or provision of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and every other term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

## **CLAUSES REQUIRED BY LAW**

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of the law.

## **APPLICABLE LAW**

This Contract shall be interpreted in accordance with the laws of the State of New York.

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

### **ONONDAGA COUNTY RESOURCE RECOVERY AGENCY**

Dated: 10/16/2023

By:



Kevin Spillane, Executive Director

APPROVED AS  
TO LEGAL FORM

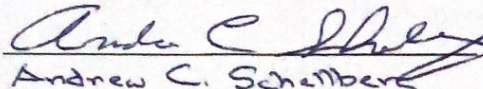
Initials  Date 10/16/23

### **CORNERSTONE ENGINEERING AND GEOLOGY, PLLC**

Dated:

2/8/23

By:



Title: Client Manager

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*2024 Schedule of Charges*

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Effective January 1, 2024

100 Crystal Run Road, Suite 101, Middletown, NY 10941  
Phone: 845-695-0200 – Fax: 877-845-1456

## 2024 SCHEDULE OF CHARGES

### PERSONNEL CHARGES

<u>Professional</u>	<u>Rate Per Hour</u>
Senior Client Manager.....	\$200 – 320/hr
Senior Project Manager/Technical Review.....	\$150 - 225/hr
Senior Project Staff/Project Manager .....	\$125 - 185/hr
Project Staff.....	\$75 - 170/hr

<u>Technical</u>	
CAD Operator/Designer .....	100 - 170/hr
Field Technician/Field Manager .....	\$75 - 160/hr

<u>Support Services</u>	
Administrative .....	\$70 - 135/hr

Depositions and expert witness testimony, including preparation time, will be charged at 150% - 200% of the above rates.

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

### OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by Tetra Tech will be billed at cost plus 15%.

### COMMUNICATIONS

The cost of communications including telephone charges, facsimile, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

### DIRECT CHARGES

Reproduction (letter & legal) - black and white, per sheet.....	\$ 0.10
Reproduction (letter & legal) - color, per sheet.....	\$ 1.25
CAD Plots/Reproduction – black and white, per square foot.....	\$ 0.35
CAD Laser Plots – black and white/color, per square foot .....	\$ 2.00
Auto per mile.....	Current government rate
Pickup truck per day .....	\$ 135.00

### PAYMENT

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.

ID	Task Name	Duration	Start	Finish	Predecessors	October 2024	January 2025	April 2025	July 2025	October 2025	January 2026	April 2026	July 2026	October 2026
1	Ley Creek Transfer Station Demolition & Site Restoration	129 days	Fri 12/20/24	Wed 6/18/25										
2	Notice to Proceed	0 days	Fri 12/20/24	Fri 12/20/24			12/20							
3	Field Work and Oversight (Substantial Completion 6/18/25)	129 days	Fri 12/20/24	Wed 6/18/25	2									
4	Geotechnical Investigation	149 days	Thu 1/30/25	Tue 8/26/25										
5	Subsurface Exploration Plan Preparation	20 days	Thu 1/30/25	Thu 2/27/25	6SF-55 days									
6	Field Work (Contractor Dependant)	59 days	Thu 5/15/25	Tue 8/5/25	3FS-25 days									
7	Final Geotechnical Report	15 days	Wed 8/6/25	Tue 8/26/25	6									
8	Aquatic Resource Delineation	40 days	Thu 6/19/25	Wed 8/13/25										
9	Report and Regulatory Determinations	40 days	Thu 6/19/25	Wed 8/13/25	3									
10	Subsurface Utilities and Topography Survey	40 days	Thu 5/22/25	Wed 7/16/25										
11	Scope and Preparation	20 days	Thu 5/22/25	Thu 6/19/25	12SF									
12	Field Work and Survey Preparation	20 days	Thu 6/19/25	Wed 7/16/25	3									
13	Construction Bid Document Preparation	315 days	Wed 5/7/25	Tue 7/21/26										
14	Basis of Design	35 days	Wed 5/7/25	Wed 6/25/25	15SF									
15	Detailed Design, Construction Plans, and Technical Specs	220 days	Wed 6/25/25	Tue 4/28/26										
16	30% Design - Client Review Deliverable	65 days	Wed 6/25/25	Tue 9/23/25	7FS-45 days									
17	60% Design - Client Review Deliverable	60 days	Wed 9/24/25	Tue 12/16/25	16									
18	90% Design - Client Review Deliverable	60 days	Wed 12/17/25	Tue 3/10/26	17									
19	Final Deliverable	35 days	Wed 3/11/26	Tue 4/28/26	18									
20	Opinion of Probable Construction Costs and Value Engineering	60 days	Wed 12/31/25	Tue 3/24/26	17FS+10 days									
21	Bid Advertisement	60 days	Wed 4/29/26	Tue 7/21/26	15									
22	Bid Award	0 days	Tue 7/21/26	Tue 7/21/26	21								7/21	
23	Ley Creek North Permitting & Design Support	388 days	Fri 2/21/25	Wed 8/19/26										
24	Project Kick-Off	0 days	Fri 2/21/25	Fri 2/21/25	2FS+46 days		2/21							
25	NYSDEC Pre-Application Meeting and Preparation	25 days	Fri 3/7/25	Thu 4/10/25	24FS+9 days									
26	Town of Salina Pre-Application Meeting	25 days	Fri 4/11/25	Thu 5/15/25	25									
27	Onondaga County Office of Emergency Management Pre-Application Meeting	25 days	Fri 5/16/25	Thu 6/19/25	26									
28	SEQRA Review and Application Preparation	40 days	Thu 7/17/25	Wed 9/10/25	29SS-20 days									
29	Traffic Impact Study	50 days	Thu 8/14/25	Wed 10/22/25	31SS									
30	Residential Convenience Center Registration Applications	155 days	Thu 8/14/25	Wed 3/18/26										
31	Final Programming/Feasibility Design Progression	15 days	Thu 8/14/25	Wed 9/3/25	24FS+5 days,9,12									
32	Registration Application Preparation	25 days	Thu 9/4/25	Wed 10/8/25	31									
33	OCRRA Review	25 days	Thu 10/9/25	Wed 11/12/25	32									
34	RCC Application Submission	0 days	Wed 11/12/25	Wed 11/12/25	33								11/12	
35	NYSDEC Registration Application Review and Response to Comments	90 days	Thu 11/13/25	Wed 3/18/26	33									
36	Eco-Drop/HHW Facility Permit Application	265 days	Thu 8/14/25	Wed 8/19/26										
37	Final Programming/Feasibility Design Progression	25 days	Thu 8/14/25	Wed 9/17/25	24FS+5 days,9,12									
38	Permit Application Preparation	50 days	Thu 9/18/25	Wed 11/26/25	37									
39	OCRRA Review	25 days	Thu 11/27/25	Wed 12/31/25	38									
40	Final Preparation	15 days	Thu 1/1/26	Wed 1/21/26	39									
41	Eco-Drop/HHW Application Submission	0 days	Wed 1/21/26	Wed 1/21/26	40								1/21	
42	NYSDEC Permit Application Review and Response to Comments	150 days	Thu 1/22/26	Wed 8/19/26	40									
43	Opinion of Probable Construction Costs - Update	60 days	Thu 1/1/26	Wed 3/25/26										
44	Draft Class 4 Estimate (Combined)	20 days	Thu 1/1/26	Wed 1/28/26	39									
45	Cost Validation	20 days	Thu 1/29/26	Wed 2/25/26	44									
46	OCRRA Review and Final Edits	20 days	Thu 2/26/26	Wed 3/25/26	45									
Project: OCRRA - Ley Creek RMF Preliminary Ley Creek Permitting and Construction Bid Document Schedule Date: Febuary 2025		Task (Scope of Services) Task (Supplemental) Milestone												
Page 1														



## **RESOLUTION AUTHORIZING A CONTRACT WITH CORNERSTONE ENGINEERING AND GEOLOGY FOR THE FINAL DESIGN OF THE LEY CREEK TRANSFER STATION**

**WHEREAS**, the Onondaga County Resource Recovery Agency (hereinafter “Agency”) did, pursuant to Board Resolution No. 2342, of July, 2022, authorize Cornerstone Engineering and Geology, PLLC (hereinafter “Cornerstone Engineering”) to proceed with a Feasibility Study and Site Plan Development of the Ley Creek Transfer Station; and

**WHEREAS**, the Agency further authorized Cornerstone Engineering to provide permit design and permit renewal assistance for the Ley Creek transfer facility by Resolution No. 2377 of February, 2023 in coordination with the Agency team; and

**WHEREAS**, the Agency further authorized Cornerstone Engineering to provide demolition design, construction oversight and geotechnical investigations for the Ley Creek transfer facility by Resolution No. 2398 of July, 2023 in coordination of the Agency team; and

**WHEREAS**, the Agency further authorized Cornerstone Engineering to provide a conceptual design and preliminary feasibility study for the additional property purchased adjacent to the Ley Creek transfer Facility by Resolution No. 2416 of November, 2023 in coordination of the Agency team; and

**WHEREAS**, the Agency further authorized Cornerstone Engineering to provide engineering services related to the development of the additional property at Ley Creek by Resolution No. 2476 of November, 2024 in coordination of the Agency team; and

**WHEREAS**, the Agency requested pricing from Cornerstone Engineering for the final design and contract documents related to the construction of the new transfer station, fuel station and Maintenance Facility at Ley Creek, based on their permit design of the Transfer Station, which is being reviewed by the NYSDEC, and their conceptual design of the property purchased adjacent to Ley Creek; and

**WHEREAS**, on February 7, 2025 Cornerstone Engineering proposed a cost for professional services related to the final design and construction documents for the new Ley Creek transfer station and supporting facilities including a maintenance facility and fueling station as requested by the Agency; and

**WHEREAS**, Cornerstone Engineering’s proposal was presented for review to the Agency’s Ad-Hoc Ley Creek Planning Committee. After having reviewed these costs and understanding the need to move forward with final design, despite not having the entirety of NYSDEC permit approval, the committee did authorize the submission of the proposed agreement to the Agency Board; now therefore be it



**RESOLVED**, the Onondaga County Resource Recovery Agency does hereby authorize the Agency's Executive Director to enter into an agreement with Cornerstone Engineering and Geology, PLLC for the final design and development of construction drawings and bid documents for the new Ley Creek transfer station, supporting maintenance facility, and fueling station for a cost not to exceed \$2,147,600. This Resolution shall take effect immediately.

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

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

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

# RESOLUTION BRIEF

## Ley Creek Professional Services Contract

March 12, 2025

OCRRA has continuously worked on various components of the Ley Creek Transfer Station property and Ley Creek North property (acquired in October 2022), jointly known as the Ley Creek Campus. To support these efforts, OCRRA has executed a number of professional services engineering contracts with Cornerstone Engineers, as summarized in the table below. Each of these contracts were awarded following a publicly advertised Requests for Proposal (RFP), with one exception as noted below:

Project Description	Date Approved by Board	Date Completed	Contract Amount	Contract Billed
Ley Creek Transfer Station Conceptual Design & Preliminary Feasibility Study	July 2022	January 2023	\$73,500	100%
Ley Creek Transfer Station Permit Application	February 2023	September 2023	\$184,200 (Board also approved contingency, \$64,600 not used)	94%
Pre-Permitting Engineering Support	<i>Note: not publicly bid/approved by Board</i>	December 2023	\$17,200	100%
Ley Creek Transfer Station Demolition Design/Bid Support	July 2023	May 2024	\$98,072 (Board also approved 5% contingency, \$4,928 not used)	52%
Subsurface Exploration Plan Preparation		partial, May 2024		
Building Demolition Oversight, Geotechnical Investigation Oversight, Geotechnical Report of Findings		partial, on-going		
Ley Creek North Concept Through Construction: Phase 1 - North Property Conceptual Design & Preliminary Feasibility Study	November 2023	September 2024	\$134,000	84%
Ley Creek North Concept Through Construction: Phase II - North Property (SEQR, Pre-App, Permitting Design, Cost Estimate, Wetland Delineation Support, Survey Support, Geotech Investigation, Traffic Impact Study)	November 2024	on-going	\$452,700	0%

# **RESOLUTION BRIEF**

## **Ley Creek Professional Services Contract**

It should be noted that Cornerstone has been the only firm consistently responding to professional engineering service RFPs related to the Ley Creek Campus, and most consultants have declined participating since 2022. Cornerstone Engineers has provided two proposals for the Board to consider related to the Ley Creek Campus

Proposal 1: Dated January 21, 2025 for an amount not to exceed \$177,207

This proposal is an amendment to the existing contract approved by the Board in July 2023 to continue tasks during demolition/construction to provide on-site quality assurance observation and construction administration support. This amendment is necessary to rectify the differences in estimated costs provided to the Board in July 2023 and the December 2025 construction schedule. This task was estimated to cost \$27,093 in July 2023 and is currently estimated at \$204,300. This results in an amendment of \$177,207.

Proposal 2: Dated February 7, 2025 for an amount not to exceed \$2,147,600

This proposal is to expedite the final design of the Transfer Station, Fuel Station and Maintenance Facility. This final design would proceed at risk, as OCRRA has not yet received the entirety of the New York State Department of Environmental Conservation's (NYSDEC's) comments related to the Transfer Station's Solid Waste Permit Application submitted in August 2023. This proposal includes a wide variety of tasks including:

- Preparation of a Basis of Design Report that incorporates operational staff, Agency Management and the Board of Directors input
- Preparation of over 110 construction plans and numerous technical specifications to culminate in the preparation of final Detailed Design, Construction Plans & Technical Specifications
- Preparation of an Opinion of Probable Construction Cost and Value Engineering Study
- Preparation of Bid Documents and Bidding Assistance

Management recommends accepting both of Cornerstone's proposals for professional engineering services related to the Ley Creek Campus.



February 7, 2025

Cristina Albinio, P.E.  
Director of Engineering  
Onondaga County Resource Recovery Agency  
100 Elwood Davis Road  
North Syracuse, NY 13212

Re: Proposal for Professional Engineering Services Related to the Ley Creek Resource Management Facility  
Detailed Design and Bid Documents

Dear Ms. Albinio:

Cornerstone Engineering and Geology, PLLC (Cornerstone) is pleased to provide the Onondaga County Resource Recovery Agency (OCRRA) with this Scope of Services and Budget for professional services to prepare the Detailed Design and Construction Bid Documents for the proposed Ley Creek Transfer Station/Resource Management Facility (LCRMF), Vehicle Fueling Facility, and Vehicle Maintenance Facility (Work).

The Scope of Services covered by this Proposal progresses the preliminary design documented within the "Application for Renewal and Modification of the Solid Waste Management Facility Permit" for the proposed LCRMF (LCRMF SWMF Permit Application), submitted to NYSDEC on August 31, 2023 and select components from the "Conceptual Design & Preliminary Feasibility Report" for the Proposed Ley Creek North Property Development (LCN Feasibility Report), dated August 22, 2024.

Our proposed Scope of Services and Budget are presented as follows.

## Scope of Services

### Task 1 – Basis of Design

Cornerstone proposes to conduct an in-person design charrette with OCRRA stakeholders to collectively refine and progress the design parameters documented within the prior "Conceptual Design & Preliminary Feasibility Study" for the LCRMF (LCRMF Feasibility Study - *January 2023*), the LCRMF SWMF Permit Application (*August 2023*), and the LCN Feasibility Report (*August 2024*), with this effort culminating with the development of an updated Basis of Design Report. The Basis of Design Report will summarize and memorialize the design and construction elements of the proposed LCRMF (*including the LCRMF Building, Employee Facilities, and Scale House & Truck Scales*), Vehicle Fueling Facility, and Vehicle Maintenance Facility, within the context of OCRRA's operational needs, overall programming for the Ley Creek Resource Management Campus, and the results of forthcoming efforts to be performed under the "Professional Services Contract for Professional Engineering

Services Related to Ley Creek North, Phase II” that will further refine the existing conditions (*e.g. aquatic resources, utilities, subsurface conditions, and potential input from local authorities having jurisdiction*).

As part of this Task, Cornerstone will prepare for and facilitate an in-person design workshop with OCRRA stakeholders (*operational and management*), with virtual participation from additional key Project Team disciplines. Following the initial workshop, a draft of the Basis of Design Report and associated updated floor plans/site layout drawings will be provided to OCRRA for review. Upon review and initial comments, Cornerstone will facilitate a second in-person presentation and follow-up charrette with OCRRA’s Board of Directors (*or appropriate committee*) and management staff to obtain final comments and buy-in prior to the start of Task 2.

## **Task 2 – Detailed Design, Construction Plans & Technical Specifications**

The results of the evaluation of existing conditions (*e.g. geotechnical investigation, aquatic resources delineation, etc.*) will be utilized during the detailed design effort to develop and produce the Construction Plans and Technical Specifications.

As the detailed design progresses, periodic design review meetings (*assumed bi-weekly*) will be held with OCRRA to promote discussion of Facility site components and building/structure systems. This process will also serve to solicit discussion and review of critical decisions and weigh value engineering suggestions. This Proposal assumes client review deliverables at the 30%, 60%, 90%, and final/issued for construction, with in-person attendance from Cornerstone and virtual participation from additional key Project Team disciplines as needed.

The Construction Plans and corresponding Technical Specifications will be grouped into the following design areas:

- Site/Civil
  - The site/civil design of new construction includes detailed site layout and dimensions to support earthwork, surface grading and stabilization, retaining walls, stormwater management, leachate management, paving, traffic controls, site utility layout, soil, and erosion and sedimentation controls during construction.
  - This Scope of Services assumes that the demolition and site restoration will be completed in accordance with the ongoing “Ley Creek Transfer Station Demolition & Site Restoration” contract.
- Architectural
  - This item includes NYS Building Code review and determination, floor plans, exterior elevations, sections, roof plan, and details as required for the LCRMF Building, Scale House & Truck Scales, Vehicle Fueling Facility, and Vehicle Maintenance Facility. It is the expectation that the LCRMF Building, Vehicle Fueling Facility, and Vehicle Maintenance Facility will be constructed using pre-engineered metal buildings (PEMB) supported by reinforced concrete foundation elements atop deep foundation components. The Scale House is expected to be a prefabricated structure similar to that produced by companies such as Par-Kut, Porta-King, Panel Built, etc.
  - The Project Team will work with a vendor who will supply the design for the fuel canopy tanks, fueling system and dispensers. Any work by this third-party vendor is not included within this Proposal, but the Project Team can assist OCRRA in identifying and on-boarding the vendor.
  - The Architectural component also includes the production of renderings for use by OCRRA and to assist in the design review process.
- Structural
  - This item includes the design of the reinforced concrete foundation atop deep foundation elements, foundation walls, floor slabs, pushwalls, and related structural details necessary to

construct the LCRMF Building, Employee Facilities, Vehicle Fueling Facility, Vehicle Maintenance Facility, and Scale House & Truck Scales.

- Structural steel for the Recovered Materials Roll-Off Pavilion and miscellaneous metals will also be detailed, including vehicle to building/structure protection elements, spill shields, tarping rack, and other metal fabrications.
- Mechanical HVAC
  - Included under this item are the design of ventilation equipment required for LCRMF Building's waste receiving and processing areas and area specific heating/cooling and ventilation for the Employee Facilities, electrical/mechanical room, as well as the Vehicle Maintenance Facility.
  - Based on the preliminary design basis to date and the assumptions of this Proposal, HVAC for the LCRMF will be limited to mechanical ventilation consisting of wall-mounted exhaust fans and intake louvers. Cooling and heating will not be provided for the LCRMF Building. The adjacent Employee Facilities building will be fully conditioned by a packaged-type HVAC system and exhaust for the restrooms.
  - The Vehicle Maintenance Facility will be conditioned by multiple HVAC systems including packaged HVAC units, tailpipe exhaust systems, and shop area exhaust and make-up air systems. Vehicle Maintenance Facility heating will include overhead gas-fired, infrared heaters. The Vehicle Fueling Facility is not assumed to require any HVAC systems.
- Plumbing
  - Plumbing systems will include potable water distribution and waste/sanitary distribution from the on-site water and waste services to the LCRMF Building, Employee Facilities, Scale House, and Vehicle Maintenance Facility. The design will include all interior fixtures, including floor drainage, water closets, urinals, lavatories, water heating, and roof drainage.
  - The LCRMF Building and Vehicle Maintenance Facility will also include oil/water separators, and the and Vehicle Maintenance Facility will be designed with oil and compressed air distribution systems. This Proposal assumes that the Vehicle Fueling Facility will not require any water or sanitary waste systems.
- Fire Protection
  - Design of the fire protection system for the LCRMF Building is expected to be a "dry" hydraulic suppression system, as the waste receiving and processing areas will not incorporate climate controls. This item also includes the design of the fire protection systems for the Employee Facilities adjacent to the LCRMF Building, Vehicle Fueling Facility, and Vehicle Maintenance Facility.
  - The fire protection system design includes preparation of sprinkler system hazard classification plans, detailed sprinkler and piping layouts complying with NFPA 13 requirements for preliminary plans, and sprinkler system hydraulic calculations.
  - The fire alarm/mass notification system design includes fire alarm device layouts complying with NFPA 72 requirements, fire alarm system riser diagrams, and a functional matrix/sequence of operations for the detection and notification system.
  - Design will be dependent on completion of a flow test to determine the capacity of the on-site water service (*by others, not included within this Proposal*). As the capacity of the water service is unknown, this Proposal includes an option for a fire water supply tank and fire water pump design.
- Electrical
  - Electrical design includes site power distribution from existing National Grid assets to each building or structure and the site lighting. Electrical design will also be provided for panel/switch

configuration, internal power distribution, lighting, fire alarm system, life safety systems, and associated details as needed for the LCRMF Building (*including Employee Facilities*), and Scale House & Truck Scales, Vehicle Fueling Facility, and Vehicle Maintenance Facility.

- This item also included the design of data line connections between the proposed LCRMF Building Loadout Tunnel Truck Scale and the Scale House & Truck Scales.
- The design preliminarily assumes modification and/or relocation of the existing electrical service to remove operational/traffic flow conflicts.

We anticipate the Construction Plans will approximate the sheets listed below accompanied by Technical Specifications prepared in the Construction Specifications Institute (CSI) Master Format.

- Cover Sheet
- Construction Notes
- Site/Civil
  - Existing Site Conditions Plan
  - Construction Phasing Plan
  - Erosion and Sediment Control Plan
  - Site Grading Plan
  - Retaining Wall Plan & Profiles
  - Retaining Wall Details
  - Site Stormwater Control Plan
  - Site Utilities Plan
  - Site Signage and Striping Plan
  - Landscape Plan
  - Erosion and Sediment Control Details
  - Stormwater Control Details
  - Water Distribution Details and Profiles
  - Sanitary Sewer Management Details and Profiles
  - Gas Service and Distribution Details and Profiles
  - LCRMF Building Leachate Control Details and Profiles
  - Site Leachate Conveyance Details and Profiles
  - Site Details (*pavement, concrete aprons, guide rails, structure protections, etc.*)
- Architectural
  - Architectural Legends and Abbreviations
  - Architectural General Notes
  - LCRMF Building:
    - Code / Inspection Sheet
    - Life Safety Plan
    - ADA Details
    - Overall LCRMF Building Floor Plan
    - Detailed LCRMF Building Floor Plan – Mechanical/Electrical Room
    - Exterior LCRMF Building Exterior Elevations
    - LCRMF Building Roof Plan

- LCRMF Building Roof Details
  - LCRMF Building Sections
  - LCRMF Building Wall Sections
  - LCRMF Building Details
  - LCRMF Building Interior Elevations
  - LCRMF Schedules (Finishes / Door / Window)
  - Perspectives
- Scale House & Truck Sales:
  - Architectural Plans
  - Exterior Elevations
  - Perspectives
- Vehicle Maintenance Facility:
  - Life Safety Plan
  - Overall Vehicle Maintenance Facility Floor Plan
  - Detailed Vehicle Maintenance Facility Floor Plan – Mechanical/Electrical Room
  - Exterior Vehicle Maintenance Facility Building Exterior Elevations
  - Vehicle Maintenance Facility Reflected Ceiling Plan
  - Vehicle Maintenance Facility Roof Plan
  - Vehicle Maintenance Facility Sections
  - Vehicle Maintenance Facility Wall Sections
  - Vehicle Maintenance Facility Details
  - Vehicle Maintenance Facility Interior Elevations
  - Vehicle Maintenance Facility Schedules (Finishes / Door / Window)
  - Perspectives
- Vehicle Fueling Facility
  - Architectural Plans
  - Exterior Elevations
  - Perspectives
- Structural
  - Structural Legends and Abbreviations
  - Structural General Notes
  - LCRMF Building:
    - Foundation Plans and Details
    - Slab Plan and Details
    - Sections and Details
  - Scale House & Truck Scales Foundation Plan, Sections, and Details
  - Vehicle Maintenance Facility Foundation Plan, Sections, and Details
  - Vehicle Fueling Facility Foundation Plan and Sections
  - Miscellaneous Site Feature Structural Details



- Mechanical (HVAC)
  - Legend and Abbreviations
  - General Notes
  - LCRMF Building Floor Plan
  - Employee Facilities Floor Plan
  - Employee Facilities Roof Plan
  - Scale House & Truck Scales Floor Plan
  - Vehicle Maintenance Facility Floor Plan
  - Vehicle Maintenance Facility Roof Plan
  - Enlarged Floor Plans – Sheet 1
  - Enlarged Floor Plans – Sheet 2
  - Details – Sheet 1
  - Details – Sheet 2
  - Schedules
  - Control Diagrams – Sheet 1
  - Control Diagrams – Sheet 2
  - Control Diagrams – Sheet 3
- Plumbing
  - Legend, Abbreviations, & General Notes
  - LCRMF Building Floor Plan
  - Employee Facilities Floor Plan
  - Employee Facilities Roof Plan
  - Scale House & Truck Scales Floor Plan
  - Scale House & Truck Scales Roof Plan
  - Vehicle Maintenance Facility Floor Plan
  - Vehicle Maintenance Facility Roof Plan
  - Vehicle Fueling Facility Floor Plan
  - Enlarged Floor Plans – Sheet 1
  - Enlarged Floor Plans – Sheet 2
  - Details – Sheet 1
  - Details – Sheet 2
  - Schedules
- Fire Protection
  - Legend and Abbreviations
  - LCRMF Building Floor Plan
  - Employee Facilities Floor Plan
  - Vehicle Maintenance Facility Floor Plan
  - Vehicle Fueling Facility Floor Plan
  - Details

- Electrical
  - Legend and Abbreviations
  - Site Power and Lighting Plan
  - Site Communications Plan
  - Site Power Distribution Details
  - LCRMF Building, Employee Facilities, Scale House & Truck Scales, Vehicle Maintenance Facility & Vehicle Fueling Facility:
    - Power Plan, Panel Diagrams, and Circuit Schedules
    - Lighting Plan and Lighting Fixture Details

Electronic Deliverables: Construction Plans will be provided in AutoCAD format. In addition, the Technical Specifications will be prepared using MS Word. These documents will be provided to OCRRA in electronic format.

### **Task 3 – Construction Costing**

#### **Task 3a – Opinion of Probable Construction Cost**

Upon advancement of the Construction Plans and Technical Specifications, an Opinion of Probable Construction Cost (OPCC) will be prepared for the construction of the Work. This OPCC will build upon the previously completed estimates for the Ley Creek Resource Management Facility (LCRMF, October 2023) and Ley Creek North (August 2024), maintaining consistency in the overall form and components. Updates to the OPCC will primarily reflect refinements based on additional details, including updated material quantities and construction materials. The OPCC will be updated to reflect the current design (*starting approximately at the 60% client review deliverable*) and AACE-recommended guidelines.

This task assumes that Task 4 of the October 21, 2024 Scope of Services for Ley Creek North Permitting (*Professional Engineering Services Related to Ley Creek North, Phase II*) will be completed prior to initiating (*or concurrent with*) this work. Specifically:

- Task 4a of the prior proposal: Updates based on utility locations and subsurface conditions.
- Task 4b of the prior proposal: Completion of the cost validation process (*VE Study*).

The certainty of the OPCC will depend on the level of design completion and the availability of critical project information, including site conditions and geotechnical data, at the time the estimate is prepared. The quantities determined during this task will serve as the basis for the Measurement and Payment section of the Bid Documents.

This Task assumes the following meetings and deliverables:

- Kick-Off Meeting: A collaborative session to discuss the scope, documents, additional project-specific needs, and timeline information.
- Draft Basis of Estimate and Detailed Estimate: A preliminary version summarizing assumptions, methodologies, and detailed cost breakdowns.
- Follow-Up Meeting: A collaborative session to review and discuss the results, address feedback, and refine the estimate.
- Final Basis of Estimate and Detailed Estimate: A finalized, comprehensive document incorporating feedback from the review meeting.

### Task 3b – Value Engineering

The Parametrix team leaders have facilitated and supported value studies for construction projects around the globe, including the planning and design of solid waste transfer facilities and other public infrastructure and facilities projects. Parametrix strives to provide clients with cost-effective and high-quality facilitation, professional technical services supporting project delivery and Value Engineering (VE) expertise through application of process excellence. This combination of cost-effective and high quality multi-disciplined approach maximizes value for our clients, and results in implementable design alternatives and promotes cost-effectiveness throughout the project phases.

Value Engineering Study: This Task includes support of a VE effort for the Project, which includes Pre-Workshop planning, preparation and coordination; the workshop phase which includes function analysis, brainstorming, and evaluating ideas/concepts, and developing alternative concepts; and Post-Workshop preparation of documentation and alternative implementation tracking. Development of alternatives will be to a concept level, and will include descriptions of ideas, concept sketches and/or visual depictions, and estimates of impacts to performance, cost, and schedule. The Task will result in a preparation and of a Value Engineering Summary Report.

Below is a summary of the sequence and steps assumed as part of this Task to support the VE effort:

- Pre-Workshop Planning:
  - OCRRA will participate in a one (1) hour pre-workshop meeting to discuss objectives and goals of the VE study, identify participants, and determine dates.
  - VE team facilitators and subject matter experts will review project drawings, cost estimates, and other materials in advance of the workshop.
- Value Engineering Workshop (*the number of workshop days may vary*):
  - Information phase
  - VE function analysis
  - Idea brainstorming
  - Evaluation
  - Alternative Development and Cost Estimating
  - Out-brief and presentation of top VE ideas and performance/cost analysis
- Post-Workshop follow-up:
  - The VE team will prepare a Value Engineering Summary Report to be delivered within ten (10) days of the completion of the workshop with supporting cost estimates and other documentation
  - The VE team will support a follow up meeting to track implementation of VE study alternatives following the delivery of the Value Engineering Summary Report.

### Task 4 – Preparation of Bid Documents and Bidding Assistance

Cornerstone has assumed OCRRA will provide the following front-end documents (*i.e. Division 00*): Proposal Form, Instruction to Bidders, Bidders Checklist, General Conditions and the Contract. Cornerstone will prepare the Schedule of Pay Items for inclusion on the Proposal Form. Cornerstone will provide PDF files of the Bid Documents (*including the Construction Plans and Technical Specifications*) to OCRRA for bidding purposes. Cornerstone will also provide OCRRA with ten (10) USB drives containing the PDF files and five (5) full sized hard copies of the Bid Documents.

Based on the expected overall contract cost, the general construction, plumbing, HVAC, and electrical components will be advertised and awarded via separate contracts to accommodate Wicks Law requirements

(*State Finance, Chapter 56, Article 9*). As such, the Project Team will separate the coordinated Bid Documents prepared under Task 2 into four (4) separate bid packages to facilitate award of the required contracts.

During the bidding period, Cornerstone will attend up to two (2) pre-bid meetings, provide written clarification and answers to requests for information (RFIs) submitted by prospective bidders, and prepare up to three (3) written addenda. Once bids are received, Cornerstone will assist OCRRA in summarizing and evaluating the bids.

## Assumptions

- The Town of Salina is in general concurrence with the proposed development and will not object to potential “non-conforming” elements of the plan (e.g., *building height, utilities, parking, setbacks, and landscaping*). Local permitting, including local Site Plan Application, floodplain development permit(s), and coordination of the MS4 SWPPP Acceptance Form/Stormwater Pollution Prevention Plan (SWPPP), is not included within this Proposal.
- The proposed development includes construction of elements outside the scope of NYSDEC regulations (e.g. *the Vehicle Maintenance Facility and Vehicle Fueling Facility*). Should NYSDEC require modifications to the LCRMF SWMF Permit to enable this construction, which impacts portions of the Ley Creek South property subject to the SWMF Permit, Cornerstone can provide a separate scope of services and budget estimate for this modification effort.
- The aquatic resources delineation activities will not impact the available property available for the proposed design and structure layout.
- The Geotechnical Design Report will be completed within approximately two (2) months of the start of Task 2. Cornerstone is currently under contract to oversee the geotechnical investigation for the Ley Creek North and Ley Creek South properties, and this Proposal assumes that OCRRA will initiate this investigation as soon as practical based on the demolition and site restoration activities to enable finalization of the Geotechnical Design Report and progression of the subsurface structural design components.
- Requests for documents and information will be provided by OCRRA in a format acceptable by Cornerstone that promotes efficient analysis (e.g., *surveys in AutoCAD format*) and as timely as practicable.
- Based on our continued, collaborative design process that resulted in the development of the LCRMF Feasibility Study, LCRMF SWMF Permit Application, and LCN Feasibility Report, comments provided by OCRRA are minor/de-minimus in nature.
- As the extent of potential NYSDEC/Town of Salina/Onondaga County comments following submission of applications and final Construction Bid Documents is unknown, Cornerstone is available to provide response to comments on a time and materials basis in accordance with the enclosed Schedule of Charges. Alternatively, upon receipt of comments, if any, Cornerstone can prepare a separate scope of services and budget estimate to respond to specific requests.
- OCRRA will contract directly with a surveyor for any additional site survey work related to easements, utilities, property line irregularities, subsurface conditions, or any other matter.
- OCRRA will contract directly with a third-party to conduct and document a fire hydrant flow test for the on-site water service.
- Review copies will be provided in electronic format only.
- All application fees, including permit costs, will be paid directly to the required agency by OCRRA.
- This Proposal does not include construction administration or oversight activities beyond the bidding support described above. Cornerstone can provide a separate scope of services and budget estimate for these services.

## Budget

The estimated cost to complete the above Scope of Services on a time and materials basis is up to **\$2,147,600**. Consistent with prior projects performed for the Agency, only the time and materials actually utilized to complete the requested Tasks will be invoiced. The Project Team has a proven track record on past projects for OCRRA of consistently performing high quality work below the budgeted contract value and often beyond the original project scope.

**Table 1. Estimated Cost**

Task	Estimated Cost
Task 1 – Basis of Design	\$129,600
Task 2 – Detailed Design, Construction Plans & Technical Specifications	\$1,758,000
Task 3 – Construction Costing	\$150,100
Task 4 – Preparation of Bid Documents and Bidding Assistance	\$109,900
<b>Total</b>	<b>\$2,147,600</b>

Expenses for phone, facsimiles, postage, etc., are invoiced as a 3% communication fee on labor and are included in the above estimate.

Some Tasks may utilize subconsultants to support preparation of the deliverables, each of whom have been previously retained to support other OCRRA projects or have worked with the Project team on similar scopes. At this time, based on the scope included within the RFP, it is anticipated that the only subconsultants/subcontractors will be Tetra Tech (*architectural and MEP*), E. D. Pons and Associates (*structural*), and Parametrix (*cost estimation and value engineering*). The fees for subconsultants/subcontractors are included within the total value of this Proposal as presented above, and subcontractor invoices will be included within a combined invoice from Cornerstone on a monthly basis.

This Budget represents our best estimate at this time as to the level of effort required to prepare the aforementioned Scope of Services based upon our understanding of the Project to date. Should conditions change, unforeseen circumstances be encountered, or should work efforts be redirected requiring modification to the proposed Scope of Services, Cornerstone will obtain OCRRA's approval of the additional work elements prior to initiation. Once agreed, work outside of the Scope of Services would then be billed on a time and materials basis in accordance our Schedule of Charges and any future approvals from OCRRA's Board of Directors.

Invoices will be sent to OCRRA monthly for time and expense charges incurred during the prior month.

## Project Schedule

The attached Preliminary Ley Creek Permitting and Construction Bid Document Schedule (Schedule) estimates durations and sequencing for the proposed Tasks (*shown in green font*), as well as some items not within this Scope of Services but integral to the design progression. Although some estimated task durations are highly variable and dependent on other entities (*e.g. NYSDEC, U.S. Army Corp of Engineers, or other consultants*), the Schedule is intended as a planning tool for OCRRA.

Based on the supplemental tasks not included within this Scope of Services but critical to the design progression, the Project team has assumed a start date of approximately May 2025 as demonstrated by the enclosed Schedule. However, Cornerstone is prepared to start work immediately upon authorization of this Proposal and Scope of Services. As such, the Project Team will initiate planning and design activities where possible prior to the depicted May 2025 start date, in order to gain efficiency and expedite this critical Project.

Cristina Alburnio, P.E.  
February 7, 2025

## Terms and Conditions

This proposed Work will be governed by a Professional Services Contract consistent with the terms of our previously executed Professional Services Contract (*signed January 2, 2025*) and the attached Schedule of Charges.

Cornerstone remains responsible for and is committed to ensuring the health and safety of its employees. We also have an obligation to you as our Client to perform a service in a cost-efficient manner. Cornerstone affirms it will comply with the law and the applicable job site safety rules and other procedures established by governing authorities and our Clients. While Cornerstone will continue to make a conscientious, good faith effort to honor the pricing and schedules detailed herein, these challenging times necessitate that Cornerstone reserve the right to make pricing and schedule adjustments as necessary, provided the total payment obligation for OCRRA does not exceed the budget approved by OCRRA's Board of Directors. While not an exhaustive list of when an adjustment may be expected some examples are: Acts of God, terrorist acts, acts of local, municipal or federal governments, fires, floods, epidemics, quarantine restrictions, embargoes, supply chain interruptions or unusually severe weather. These adjustments will, in all likelihood, vary in nature due to the geographic location of the Project and local conditions. We welcome conversations on what the above potentially entails and what can be done in mitigation.

We appreciate the opportunity to continue to support OCRRA. Please indicate your authorization of the Proposal by signing in the space provided below. Upon signing, return a complete copy to our office, and retain the original for your records. If you have any questions or comments, please contact me at (603) 499-6657.

Sincerely,

**CORNERSTONE ENGINEERING AND GEOLOGY, PLLC**



Bodhi Piedmont-Fleischmann, P.E.  
Client Manager



Andrew C. Schellberg  
Sr. Client Manager

Enclosures:

- Professional Services Contract for Professional Engineering Services Related to Ley Creek North, Phase II (*signed January 2, 2025*)
- 2025 Schedule of Charges
- Preliminary Ley Creek Permitting and Construction Bid Document Schedule

cc: Kevin Spillane                      OCRRA  
Rob Holmes                              Cornerstone

Cristina Albunio, P.E.  
February 7, 2025

### **Proposal Acceptance**

This Proposal and all enclosures have been reviewed and are hereby agreed to and approved. The terms of the Professional Services Contract for the Professional Engineering Services Related to Ley Creek North, Phase II work (*signed January 2, 2025*), referenced above, are acceptable and will be incorporated into a Professional Services Contract for the value of the above-described contract value.

### **Onondaga County Resource Recovery Agency**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*(please print)*

Cristina Albunio, P.E.  
February 7, 2025

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*Professional Services Contract for Professional Engineering Services Related to Ley Creek  
North, Phase II (signed January 2, 2025)*

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## **PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT**, by and between the Onondaga County Resource Recovery Agency, a public benefit corporation in the State of New York, hereinafter called the "Agency," and **CORNERSTONE ENGINEERING AND GEOLOGY, PLLC** with offices at 100 Crystal Run Road Middletown, New York 10941, hereinafter called the "Consultant";

### **WITNESSETH:**

**WHEREAS**, the Onondaga County Resource Recovery Agency is desirous of securing the professional services of Consultant pursuant to Onondaga County Resource Recovery Agency Resolution No. 2476 (dated November 13, 2024); and

**WHEREAS**, the professional services concern engineering services related to the Agency's Ley Creek site; and

**WHEREAS**, the Consultant possesses the special skills and training required to perform services in connection therewith;

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

### **TERM**

The term of this contract shall be through 2026 to complete the work as described in OCRRA's "Request for Proposals for Professional Engineering Services Related to Ley Creek North" (the RFP) and the Consultant's October 21, 2024 "Proposal for Professional Engineering Services Related to Ley Creek North Phase II – Permitting Design and Support" (the Proposal).

This contract may be terminated without cause by the Agency at the end of any term or renewal term upon ten (10) days written notice or at any time upon thirty (30) days written notice of the intention to so terminate. Consultant will be paid for services rendered prior to the date of termination.

### **PURPOSE**

The purpose of this contract is to hire an outside engineer to advance the designs and permits/registrations related to a newly acquired piece of land located just north of the Ley Creek Transfer Station.

## **SCOPE OF SERVICES**

The Consultant shall provide general engineering assistance and technical advice services in connection with the Onondaga County Solid Waste Management System's Ley Creek North property as set forth in Exhibit "A" attached hereto entitled "Request for Proposals for Professional Engineering Services Related to Ley Creek North" ("RFP") and consistent with Exhibit "B" attached hereto entitled "Proposal for Professional Engineering Services Related to Ley Creek North Phase II – Permitting Design and Support" (the "Proposal"). Both of the aforementioned documents are incorporated herein and made a part hereof, in their entirety.

The standard of care for all professional engineering, consulting and related services performed or furnished by Consultant and its employees under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

## **MATERIALS TO BE PROVIDED BY ONONDAGA COUNTY RESOURCE RECOVERY AGENCY**

It is understood and agreed that all available records and data of the Onondaga County Resource Recovery Agency pertinent to the services hereunder will be made available to the Consultant, as required by the Consultant, and the Consultant will have the opportunity to confer with Onondaga County Resource Recovery Agency officials and other persons who may be in a position to furnish information relative to the services to be performed hereunder.

## **AGENCY ASSIGNMENT COORDINATORS**

Onondaga County Resource Recovery Agency hereby designates Cristina Albuño, P.E., Agency Engineer, hereinafter called the Agency Assignment Coordinator, as the individual responsible for directing the work to be performed by the Consultant, and as the individual to whom the Consultant shall report to at the Agency for those engineering services to be performed pursuant to Exhibits A and B, herein referred to as the STATEMENT OF WORK.

The Consultant hereby designates Andrew Schellberg, Operation Director for Consultant, as the individual specifically responsible for ensuring the performance of services required under the section herein referred to as the STATEMENT OF WORK.

## **NOTICES AND CORRESPONDENCE**

All notices and correspondence shall be sent by either party, in all matters dealing with this Contract, to the following addresses:



**A. To the Agency:**                    **Onondaga County Resource Recovery Agency  
ATTN: Cristina Alburnio, Agency Engineer, and  
Agency Assignment Coordinator  
100 Elwood Davis Road  
North Syracuse, NY 13212**

**B. To the Consultant:**            **Cornerstone Engineering and Geology, PLLC  
ATTN: Andrew Schellberg  
100 Crystal Run Road  
Middletown, New York 10941**

## **COMPENSATION**

Onondaga County Resource Recovery Agency, as its exclusive obligation, shall pay to the Consultant, and the Consultant agrees to accept from the Onondaga County Resource Recovery Agency as full compensation for services hereunder, those amounts per task based upon the technical and non- technical hours per task, plus associated costs for Administration, as set forth in the Consultant's Proposal to the Agency. Consultant will also be paid any direct non-salary costs, including services by others, communications, reasonable travel, mileage, reproduction and other such costs which are incurred as a direct result of the work to be performed under the STATEMENT OF WORK. Services by any subcontractors must be authorized in advance in writing by the Agency and shall be reimbursed on the basis of actual costs for administration and liability.

The Consultant shall bill and be paid based on actual labor hours and allowable direct expenses incurred on an assigned task during the billing period. Itemized monthly bills shall clearly identify the cost of all work performed in the prior billing period and are subject to approval by the Onondaga County Resource Recovery Agency Executive Director or his designee. Payment terms are net forty-five (45) days from the date of the invoice.

The Consultant shall employ the services of the specific individuals assigned in their proposal to each work task identified in the STATEMENT OF WORK. Should the Consultant wish to change any of these assignments, the Consultant shall request such change in writing and secure the Agency's acknowledgment and written approval before proceeding. Such approval shall not be unreasonably withheld. If the Consultant changes work assignments without Agency approval, the Agency will have the option to immediately terminate the contract on written notice and be only liable for services included up to the date of termination.

Onondaga County Resource Recovery Agency has established a total budget, including direct non-salary costs, of four hundred fifty-two thousand seven hundred dollars and zero cents (\$452,700.00) as a "not- to- exceed" figure for the Consultant's services under the STATEMENT OF WORK herein. It is understood by Onondaga County Resource Recovery Agency and the Consultant that the purpose of this Contract is to establish a cost reimbursable mechanism to allow the Consultant to provide services, as needed, with full compensation.

## **ASSIGNMENT**

The Consultant agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or its responsibility to perform under this contract or its right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to it thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the Board of Directors of the Onondaga County Resource Recovery Agency. In the event of such an assignment, transfer, subcontract, conveyance is made without the Agency's agreement, the Agency will have the option to immediately terminate the Contract on written notice and only be liable for services included up to the date of termination.

## **INDEPENDENT CONTRACTOR**

For the purpose of this contract, the Consultant shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Consultant, the employees and agents of the Consultant shall neither hold themselves out as, nor claim to be officers or employees of, the Onondaga County Resource Recovery Agency, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from Onondaga County Resource Recovery Agency.

## **CONFIDENTIAL RELATIONSHIP**

Consultant shall treat as confidential all information supplied by the Agency to Consultant as a result of performance under this Contract, unless such is in the public domain or is required to be disclosed by law, subpoena or other court order. Consultant shall not disclose any information related to this Contract to any person not authorized by the Agency to receive it.

## **LIMITATION OF LIABILITY**

In consideration of potential liabilities which may be disproportionate to the fees to be earned by the Consultant, to the extent any claims or damages are not covered by the Insurance policies required by this agreement, Onondaga County Resource Recovery Agency agrees to limit the liability of the Consultant, its managers, members, officers, employees, agents, and representatives to Onondaga County Resource Recovery Agency for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including but not limited to the Consultant's breach of this Agreement, its professional negligence, errors and omissions and other acts) to the lesser of \$100,000 or the amount of the Consultant's fee, and further, neither party shall be liable to the other for any indirect, incidental, special or consequential losses or damages.

To the extent any claims or damages are covered by the Insurance policies required by this Agreement, liability shall be limited to the amount recovered under an insurance claim.



## **HOLD HARMLESS**

Subject to the limitation of liability provided for in this Contract, regarding the operations and responsibilities concerning this Contract, the Consultant further covenants and agrees to indemnify and hold harmless the Onondaga County Resource Recovery Agency, its officers, Board members, and employees from and against loss, expense or claim to the extent caused by the negligent acts, errors, or omissions of the Consultant, its employees or agents in the performance of its services under this Contract.

## **INSURANCE**

Before commencing work, the Consultant shall procure and maintain insurance of the kinds and limits enumerated hereunder and on terms and with an insurance carrier satisfactory to the Agency. Certificates of such insurance issued by the Consultant's insurance carrier shall be filed with the Agency before commencement of work and shall set forth the following:

### **A. Worker's Compensation**

Consultant's possession of worker's compensation insurance in accordance with the laws of the State of New York.

### **B. Commercial General Liability**

Bodily Injury	\$1,000,000 Combined Single Limit
Property Damage	\$100,000 per occurrence

### **C. Comprehensive Automobile Liability**

Bodily Injury	\$1,000,000 Combined Single Limit
Property Damage	\$100,000 per occurrence

### **D. Professional Liability Coverage** \* Coverage limits may be met by an umbrella/excess liability policy. \$1,000,000 per claim and in the annual aggregate

The General Liability insurance policy shall be endorsed to include Onondaga County Resource Recovery Agency as an additional insured on a primary and non-contributory basis. The insurance policies shall also require that the issuing company(s) will notify the Certificate of

Insurance Holder, who shall be the Onondaga County Resource Recovery Agency Counsel, located at 100 Elwood Davis Road, North Syracuse, New York 13212, by certified mail thirty (30) days prior to any cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

The Consultant shall have furnished to the Onondaga County Resource Recovery Agency Counsel a Certificate of Insurance which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Said Certificate must contain specific language so as to adequately advise Onondaga County Resource Recovery Agency of the Consultant's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include Onondaga County Resource Recovery Agency as an additional insured on the General Liability insurance policy and to notify Onondaga County Resource Recovery Agency of any cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder, the Onondaga County Resource Recovery Agency in care of its Counsel.

#### **TIME OF PERFORMANCE**

The Consultant shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond the Consultant's control. Neither party will hold the other responsible for damages for delays in performance caused by acts of God nor other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately.

#### **SUBSURFACE OBSTRUCTIONS**

Onondaga County Resource Recovery Agency shall supply to the Consultant plans which designate the location of all subsurface structures at the Project Site and shall remain responsible for any damage or loss inadvertently caused by the Consultant to any structure not so designated, or by Onondaga County Resource Recovery Agency's inaccurate identification of underground obstructions. Onondaga County Resource Recovery Agency warrants the accuracy of any information so supplied and understands and agrees that the Consultant is entitled to and may rely on the accuracy of any and all information so supplied without independently verifying its accuracy. This requirement to inform the Consultant is an ongoing and continuous obligation of the Onondaga County Resource Recovery Agency and shall continue for the full term of this Agreement.

#### **STATUTORY COMPLIANCE**

In acceptance of this Contract, Consultant covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for public authorities in New York State, including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights and also to fully comply with the Agency's Purchasing Policy.



## **CONFLICT OF INTEREST**

### **(A) Affidavit**

Prior to performing any services, Consultant shall serve upon the Counsel for Onondaga County Resource Recovery Agency the attached Affidavit certifying that Consultant has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to Onondaga County Resource Recovery Agency. The Affidavit shall further state that Consultant agrees that in the rendering of services to Onondaga County Resource Recovery Agency, no persons having any such interest shall be employed by Consultant. Consultant assumes full responsibility for knowing whether its employees or agents have any such interest and in certifying the absence of such conflict to Onondaga County Resource Recovery Agency.

### **(B) Duty to Disclose**

During the course of performing services for Onondaga County Resource Recovery Agency, Consultant agrees to disclose immediately to Onondaga County Resource Recovery Agency, by Affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Consultant, its employees and agents. The duty to disclose is a continuing duty. The Consultant agrees that disclosure is a material obligation of the contract and that failure to comply with these provisions affords Onondaga County Resource Recovery Agency the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the Consultant agrees that all work, services and payments shall be suspended pending final approval by Onondaga County Resource Recovery Agency. If the conflict cannot be resolved to the satisfaction of Onondaga County Resource Recovery Agency, Onondaga County Resource Recovery Agency may terminate the contract by written notice. Nothing herein shall be construed as limiting or waiving Onondaga County Resource Recovery Agency's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of the Consultant, and the Consultant shall disclose the same. A conflict of interest on the part of the Consultant's employees or agents shall be deemed a conflict of interest on the part of the Consultant, giving rise to the same duty to disclose.

### **(C) Duty to Maintain Confidentiality**

The Consultant agrees not to disclose any data, facts or information concerning services performed for Onondaga County Resource Recovery Agency or obtained while performing such services, except as authorized by Onondaga County Resource Recovery Agency in writing or as may be required by law or is in the public domain.

### **LICENSES AND PERMITS**

The Consultant hereby certifies that it is duly licensed and meets all legal requirements to perform the duties required under this contract.

### **DEPARTMENT OF ENERGY REPORTING**

The Consultant must notify the Agency if the involvement of any foreign nationals are involved in the performance of this work. Specific information will be needed to ensure compliance with the requirements for foreign national participation per the requirement of the Department of Energy (DOE). Approval for foreign nationals from countries identified on the U.S. Department of State's list of State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>) must be obtained from DOE. A "foreign national" is defined as a person without United States Citizenship or national (may include a stateless person). DOE may elect to deny a foreign national participation in this contract. Likewise, DOE may elect to deny a foreign national's access to DOE sites, information, technologies, equipment, programs or personnel. DOE's determination to deny participation is not appealable.

### **CONTRACT MODIFICATIONS**

This Contract represents the entire and integrated agreement between Onondaga County Resource Recovery Agency and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. This Contract may be amended only by written instrument formally executed by both Onondaga County Resource Recovery Agency and the Consultant.

### **SEVERABILITY**

If any term or provision of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and every other term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

### **CLAUSES REQUIRED BY LAW**

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of the law.

### **APPLICABLE LAW**

This Contract shall be interpreted in accordance with the laws of the State of New York.



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


**ONONDAGA COUNTY  
RESOURCE RECOVERY AGENCY**

Dated: 12/26/24

By:   
Kevin Spillane, Executive Director

**CORNERSTONE ENGINEERING AND GEOLOGY,  
PLLC**

Dated: 1/2/25

By:   
Title: Client Manager

APPROVED AS  
TO LEGAL FORM  
Initials gsk Date 12/19/24

Cristina Albunio, P.E.  
February 7, 2025

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*2025 Schedule of Charges*

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Effective January 1, 2025

100 Crystal Run Road, Suite 101, Middletown, NY 10941  
Phone: 845-695-0200 – Fax: 877-845-1456

## 2025 SCHEDULE OF CHARGES

### PERSONNEL CHARGES

<u>Professional</u>	<u>Rate Per Hour</u>
Senior Client Manager.....	\$200 – 320/hr
Senior Project Manager/Technical Review.....	\$150 - 225/hr
Senior Project Staff/Project Manager .....	\$125 - 185/hr
Project Staff.....	\$75 - 170/hr

#### Technical

CAD Operator/Designer .....	100 - 195/hr
Field Technician/Field Manager .....	\$75 - 160/hr

#### Support Services

Administrative .....	\$70 - 135/hr
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Depositions and expert witness testimony, including preparation time, will be charged at 150% - 200% of the above rates.

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

### OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by Tetra Tech will be billed at cost plus 15%.

### COMMUNICATIONS

The cost of communications including telephone charges, facsimile, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

### DIRECT CHARGES

Reproduction (letter & legal) - black and white, per sheet.....	\$ 0.10
Reproduction (letter & legal) - color, per sheet.....	\$ 1.25
CAD Plots/Reproduction – black and white, per square foot.....	\$ 0.35
CAD Laser Plots – black and white/color, per square foot .....	\$ 2.00
Auto per mile.....	Current government rate
Pickup truck per day.....	\$110 - \$150

### PAYMENT

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.

Cristina Albunio, P.E.  
February 7, 2025

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*Preliminary Ley Creek Permitting and Construction Bid Document Schedule*

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ID	Task Name	Duration	Start	Finish	October 2024	January 2025	April 2025	July 2025	October 2025	January 2026	April 2026	July 2026	
1	Ley Creek Transfer Station Demolition & Site Restoration	129 days	Fri 12/20/24	Wed 6/18/25									
2	Notice to Proceed	0 days	Fri 12/20/24	Fri 12/20/24									
3	Field Work and Oversight (Substantial Completion 6/18/25)	129 days	Fri 12/20/24	Wed 6/18/25									
4	Geotechnical Investigation	149 days	Thu 1/30/25	Tue 8/26/25									
5	Subsurface Exploration Plan Preparation	20 days	Thu 1/30/25	Thu 2/27/25									
6	Field Work (Contractor Dependant)	59 days	Thu 5/15/25	Tue 8/5/25									
7	Final Geotechnical Report	15 days	Wed 8/6/25	Tue 8/26/25									
8	Aquatic Resource Delineation	40 days	Thu 6/19/25	Wed 8/13/25									
9	Report and Regulatory Determinations	40 days	Thu 6/19/25	Wed 8/13/25									
10	Subsurface Utilities and Topography Survey	40 days	Thu 5/22/25	Wed 7/16/25									
11	Scope and Preparation	20 days	Thu 5/22/25	Thu 6/19/25									
12	Field Work and Survey Preparation	20 days	Thu 6/19/25	Wed 7/16/25									
13	Construction Bid Document Preparation	315 days	Wed 5/7/25	Tue 7/21/26									
14	Basis of Design	35 days	Wed 5/7/25	Wed 6/25/25									
15	Detailed Design, Construction Plans, and Technical Specs	220 days	Wed 6/25/25	Tue 4/28/26									
16	30% Design - Client Review Deliverable	65 days	Wed 6/25/25	Tue 9/23/25									
17	60% Design - Client Review Deliverable	60 days	Wed 9/24/25	Tue 12/16/25									
18	90% Design - Client Review Deliverable	60 days	Wed 12/17/25	Tue 3/10/26									
19	Final Deliverable	35 days	Wed 3/11/26	Tue 4/28/26									
20	Opinion of Probable Construction Costs and Value Engineering	60 days	Wed 12/31/25	Tue 3/24/26									
21	Bid Advertisement	60 days	Wed 4/29/26	Tue 7/21/26									
22	Bid Award	0 days	Tue 7/21/26	Tue 7/21/26									
23	Ley Creek North Permitting & Design Support	388 days	Fri 2/21/25	Wed 8/19/26									
24	Project Kick-Off	0 days	Fri 2/21/25	Fri 2/21/25									
25	NYSDEC Pre-Application Meeting and Preparation	25 days	Fri 3/7/25	Thu 4/10/25									
26	Town of Salina Pre-Application Meeting	25 days	Fri 4/11/25	Thu 5/15/25									
27	Onondaga County Office of Emergency Management Pre-Application Meeting	25 days	Fri 5/16/25	Thu 6/19/25									
28	SEQRA Review and Application Preparation	40 days	Thu 7/17/25	Wed 9/10/25									
29	Traffic Impact Study	50 days	Thu 8/14/25	Wed 10/22/25									
30	Residential Convenience Center Registration Applications	155 days	Thu 8/14/25	Wed 3/18/26									
31	Final Programming/Feasibility Design Progression	15 days	Thu 8/14/25	Wed 9/3/25									
32	Registration Application Preparation	25 days	Thu 9/4/25	Wed 10/8/25									
33	OCRRA Review	25 days	Thu 10/9/25	Wed 11/12/25									
34	RCC Application Submission	0 days	Wed 11/12/25	Wed 11/12/25									
35	NYSDEC Registration Application Review and Response to Comments	90 days	Thu 11/13/25	Wed 3/18/26									
36	Eco-Drop/HHW Facility Permit Application	265 days	Thu 8/14/25	Wed 8/19/26									
37	Final Programming/Feasibility Design Progression	25 days	Thu 8/14/25	Wed 9/17/25									
38	Permit Application Preparation	50 days	Thu 9/18/25	Wed 11/26/25									
39	OCRRA Review	25 days	Thu 11/27/25	Wed 12/31/25									
40	Final Preparation	15 days	Thu 1/1/26	Wed 1/21/26									
41	Eco-Drop/HHW Application Submission	0 days	Wed 1/21/26	Wed 1/21/26									
42	NYSDEC Permit Application Review and Response to Comments	150 days	Thu 1/22/26	Wed 8/19/26									
43	Opinion of Probable Construction Costs - Update	60 days	Thu 1/1/26	Wed 3/25/26									
44	Draft Class 4 Estimate (Combined)	20 days	Thu 1/1/26	Wed 1/28/26									
45	Cost Validation	20 days	Thu 1/29/26	Wed 2/25/26									
46	OCRRA Review and Final Edits	20 days	Thu 2/26/26	Wed 3/25/26									
Project: OCRRA - Ley Creek RMF Preliminary Ley Creek Permitting and Construction Bid Document Schedule Date: Febuary 2025		Task (Scope of Services) Task (Supplemental) Milestone											
Page 1													

Resolution No. \_\_\_\_\_, 2025

**RESOLUTION MODIFYING RESOLUTION NO. 2455 OF SEPTEMBER  
2024 TO AUTHORIZE AN ADDITIONAL CONTINGENCY TO THE  
DEMOLITION PROJECT AT LEY CREEK WITH RITTER AND  
PARTORE**

**WHEREAS**, the Onondaga County Resource Recovery Agency (“Agency”) authorized a contract with Ritter and Paratore for the demolition of the Ley Creek transfer station by Resolution 2455 of September 2024; and

**WHEREAS**, the Agency has made a change order to the contract for the demolition of Ley Creek transfer station with Ritter and Paratore to extend the length of the contract to accommodate mobilization of the contractor during the winter months; and

**WHEREAS**, OCRRA intends to expedite the final design and construction of the Ley Creek Transfer Station, and necessary supporting facilities including the Fuel Station and Maintenance Facility that would be located on the Ley Creek North property; and

**WHEREAS**, in order to expedite final design related to elements of the Ley Creek North property, it is recommended to complete additional geotechnical investigations on the Ley Creek North property while the contractor is on site and construction oversight is in place, exploration of the transfer station’s subsurface structural foundations and piles are being completed; and

**WHEREAS**, the Ad-Hoc Ley Creek Planning Committee has reviewed these additional potential expenses related to potential future change orders to the Ritter & Paratore contract to complete this work, facilitating efficiencies related to engineering design, construction oversight and drilling rig mobilization costs which require an additional contingency of \$230,000 to allow the Director of Engineering the flexibility in the contract with Ritter and Paratore to issue change orders that may be needed to complete this work and expedite the project; now therefore be it

**RESOLVED**, that the Agency hereby modifies Resolution 2455 of September 2024 and authorizes an additional contingency for potential change orders for the contract with Ritter and Paratore to expedite the project for additional geotechnical investigations on the Ley Creek North property while the exploration of the transfer station’s subsurface structural foundations and piles are being completed, and said contingency not to exceed an additional \$230,000 with the Director of Engineering being given the flexibility of issuing change orders within this contingency for said project upon the approval of the Agency Executive Director, Agency Counsel, and Ad-Hoc Ley Creek Planning Committee Chair. This Resolution shall take effect immediately.

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

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

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

# RESOLUTION BRIEF

## Ley Creek Additional Geotechnical Investigation (Construction)

*March 12, 2025*

The demolition of the existing Ley Creek transfer building and other ancillary structures (such as the scale, scalehouse, attendant sheds, etc.) was approved by the Board in September 2024. Following a Request for Bids, the contract was awarded to Ritter & Paratore at a cost (allowing for a 5% contingency factor) not to exceed \$1,032,799. This contract includes provisions for exploration, removal and retention of certain subsurface structural foundations and piles that complement future construction activities.

In September 2024, the Board accepted and approved the Conceptual Design and Preliminary Feasibility Report (prepared by Cornerstone) for the additional property adjacent to the Ley Creek Transfer Station, known as Ley Creek North. OCRRA intends to expedite the final design and construction of the Ley Creek Transfer Station, and necessary supporting facilities including the Fuel Station and Maintenance Facility that would be located on the Ley Creek North property.

In order to expedite final design related to elements of the Ley Creek North property, it is recommended to complete additional geotechnical investigations on the Ley Creek North property while the exploration of the transfer station's subsurface structural foundations and piles are being completed. It may be possible to issue a change order to Ritter & Paratore to complete this work. This will facilitate efficiencies related to engineering design, construction oversight and drilling rig mobilization costs.

Based on the anticipated scope for geotechnical investigations needed for the Ley Creek North property, OCRRA anticipates that up to \$230,000 may be needed to support a change order for Ritter & Paratore to complete this additional work. It is recommended that an additional contingency amount of \$230,000 be approved for the contract with Ritter & Paratore specific to an expanded scope of work related to geotechnical investigations of the Ley Creek North property.



**Onondaga County Resource Recovery Agency (OCRRA)****Geotechnical Investigation Cost Estimate**

OCRRA - Ley Creek Subsurface Investigation  
Preliminary Engineer's Opinion of Probable Cost  
February 11, 2025

Drilling Cost				
Item	Unit Price <sup>(1)</sup>	Units	Subtotal	Notes
Mobilization/Demobilization	\$7,250 /ea	1	\$7,250	
Out of Town Per Diem	\$600 /day	30 days	\$18,000	Estimate \$300 per person/day.
Hollow Stem Auger All-Terrain Rig	\$3,100 /day	30 days	\$93,000	Includes Crew.
Fuel surcharge	\$45 /day	30 days	\$1,350	
Borehole Abandonment	\$5.50 /ft	800 ft	\$4,400	
2" Schedule 40 PVC Screen	\$21 /ft	60 ft	\$1,260	
2" Schedule 40 PVC Casing	\$20 /ft	240 ft	\$4,800	
2" PVC Threaded Cap/Bottom	\$20 /ea	6	\$120	
2" Gripper Plug	\$20 /ea	6	\$120	
Padlocks (keyed alike)	\$30 /ea	6	\$180	
Casing/Roadbox	\$750 /ea	6	\$4,500	Price assumption.
Bentonite Slurry	\$100 /well	6	\$600	
Sand	\$35 /bag	36	\$1,260	Assume 6 bags per well.
Portland Cement	\$30 /bag	6	\$180	Assume one bag per well.
<b>Total</b>			<b>\$137,020</b>	
<b>+20% Allowance for Indeterminants</b>			<b>\$164,424</b>	

Note:

(1) Unit prices based on proposal from Summit Drilling, dated January 16, 2025 for similar work in Sullivan County, NY.

(2) Quantities estimated based on the proposed investigation plan presented within Cornerstone's October 21, 2024 Ley Creek North Phase II proposal (Task 5c). Quantities are subject to adjustment during detailed design, bidding, and construction.

Laboratory Cost				
Test	Unit Price <sup>(1)</sup>	Units	Subtotal	Notes
Moisture Content	\$12 /ea	300	\$3,600	ASTM D2216
Gradation	\$145 /ea	90	\$13,050	ASTM D422, or D6913 with D7928
Atterberg Limits	\$95 /ea	50	\$4,750	ASTM D4318
Modified Proctor	\$185 /ea	5	\$925	ASTM D1557
<b>Total</b>			<b>\$22,325</b>	
<b>+20% Allowance for Indeterminants</b>			<b>\$26,790</b>	

Note:

(1) Unit prices based on Geotechnics laboratory unit rates effective January 1, 2025.

(2) Quantities estimated based on the proposed investigation plan presented within Cornerstone's October 21, 2024 Ley Creek North Phase II proposal (Task 5c). Quantities are subject to adjustment during detailed design, bidding, and construction.

<b>Total Cost</b>	<b>\$159,345</b>
<b>+20% Allowance</b>	<b>\$191,214</b>
<b>Budgeting Contingency: 20%</b>	<b>\$230,000.00</b>